



COLLECTIVE AGREEMENT

BETWEEN

OSSTF

REPRESENTING

EDUCATIONAL ASSISTANT BARGAINING UNIT
DISTRICT 7

AND

BLUEWATER DISTRICT SCHOOL BOARD

EFFECTIVE

July 2, 1998, (Date of Certification of Bargaining Unit) to August 31, 2000

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ARTICLE 1 - STATEMENT OF PURPOSE

- 1.01 This agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between 'the Bluewater District School Board #7 (hereinafter referred to as the Board) and its Employees represented by the Ontario Secondary School Teachers' Federation, OSSTF, District 7, Educational Assistants Bargaining Unit (hereinafter referred to **as** the Bargaining Unit).
- 1.02 It is **the** desire of both parties to co-operate in maintaining a harmonious relationship between the Board and its Employees to provide for the settlement of grievances in a prompt and equitable manner, anti to maintain fair wages, hours and working conditions for Employees who are subject to the provisions of this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent authorized to negotiate on behalf of all Educational Assistants employed by the Bluewater District School Board, save and except supervisor!;, persons above the rank of supervisor, students employed during the school vacation period and co-operative education students as recognized by the Ontario **Labour** Relations; Board decision of July 2, 1998.
- 2.02 The Board recognizes the negotiating team of the Educational Assistants Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 2.03 The OSSTF recognizes the Negotiating Committee of the Board as the official committee to negotiate on behalf of Bluewater District School Board.
- 2.04 The Board agrees to conduct business affecting the Bargaining Unit only with representatives authorized by the Bargaining Unit. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officers. Similarly, the Board will supply the Bargaining Unit with a list of its supervisory or other personnel with whom the Bargaining Unit may be required to transact business.
- 2.05 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.06 Representation
- (1) The Board recognizes the right of Employees of the Bargaining Unit to have an OSSTF representative and/or legal counsel present during any meetings with the Employer in which concerns about the conduct or competence of the Employee are being considered, which may lead to discipline.
- (2) **An** Employee may request the presence of a union representative or bargaining unit member of his/her choosing at any meeting.

ARTICLE 3 - DEFINITIONS

- 3.01 Employee means a person employed by the Board who is a member of the bargaining unit described in Article 2.01 of this Agreement. For the purposes of the Agreement, the following types of Employees shall be recognized as Employees: Permanent, Probationary, and Temporary.
- 3.02 A Permanent Employee shall mean a person who has completed the six (6) month probationary period. The probationary period may be extended by mutual agreement of the Bargaining Unit, the Employee involved, and the Board.
- 3.03 A Temporary Employee shall mean a person employed by the Board on a temporary basis for special projects, or during periods of heavy workload, or in cases of emergency, or to replace Employees absent due to illness, vacation, or approved leave of absence. Duration of Temporary positions is the following:
Special projects or heavy workload - one (1) semester.
Replacement for illness or leave of absence - one (1) school year.
Extension beyond this timing is by mutual consent of the parties.
- 3.04 When the Board hires a temporary Employee for special projects or during periods of heavy workload, the Board shall inform the Bargaining Unit in writing of the length and duties of the temporary assignment.

ARTICLE 4 - TERM OF AGREEMENT

- 4.01 This Agreement shall be in effect from July 2, 1998, (date of certification of the Bargaining Unit) and shall continue in force up to and including August 31, 2000, and shall continue automatically from year to year thereafter unless either party gives to the other party written notice after April 1 prior to the expiration date of its desire to negotiate with a view to renewal, with or without modifications, of this Agreement in accordance with the Labour Relations Act.
- 4.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 4.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Labour Relations Act.
- 4.03 Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new Agreement.
- 4.04 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 4.05 All attachments to this Collective Agreement form an integral part of the Agreement and are grievable and arbitrable in accordance with Article 11 - Grievance Procedure.

ARTICLE 5 - STRIKE AND LOCKOUT

- 5.01 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lockout" shall be as defined in the Labour Relations Act.
- 5.02 In the event of a labour dispute between the Board and another bargaining unit, the parties will meet to discuss the Employee's duties during the dispute.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Bargaining Unit recognizes and acknowledges that the management and direction by the Board of the working forces are fixed exclusively in the Board and without restricting the generality of the foregoing, the Bargaining Unit acknowledges that it is the exclusive function of the Board to:
- (1) Maintain order, discipline, and efficiency.
 - (2) Hire, promote, demote, classify, transfer, lay off, and retire Employees.
 - (3) Discipline, suspend, or discharge an Employee for just cause.
 - (4) Make, enforce, and alter, from time to time, rules and regulations to be observed by the Employees.
 - (5) Generally to manage the services and operations in which the Board is engaged and to determine the work to be performed, the scheduling of such work and the methods and work procedures to be followed.
- 6.02 The Board agrees that it will not exercise its rights in a manner that is inconsistent with this Agreement.
- 6.03 The Board shall not exercise its managerial rights in a manner that discriminates against or treats unfairly an Employee or group of Employees by reason of sex, sexual orientation, race, ancestry, colour, ethnic background, place of origin, language, religion, age, or handicap or participation in union activities.

ARTICLE 7 - UNION DUES DEDUCTIONS

- 7.01 On each pay date which an Employee receives a pay cheque the Employer shall deduct from each Employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 7.02 The OSSTF dues deducted in accordance with 7.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the 15th day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N. numbers (based on Employee approval), the amounts deducted, and the number of days worked and a copy shall be sent to the President and the Secretary of the Bargaining Unit.

- 7.03 Dues specified by the Bargaining Unit in accordance with 7.01, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 7 no later than the 15th day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N. numbers (based on Employee approval), the amounts deducted, and the number of days worked and a copy shall be sent to the President and the Secretary of the Bargaining Unit.
- 7.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 8 - UNION SECURITY AND RIGHTS

- 8.01 All Employees noted as having joined the Union at the time of certification or who subsequently elected to join shall, as a condition of employment, remain members in good standing of the Union according to the constitution and bylaws of the Union. All Employees hired subsequent to the ratification of this Agreement shall, as a condition of employment, become and remain members in good standing of the Union as of the first day of employment. The Board shall send written notification to the Bargaining Unit President of all new Employees identifying place and date of employment.
- 8.02 The Board agrees to provide one copy of each new Collective Agreement for each Employee covered by the Collective Agreement.
- 8.03 The Union will be allowed to carry out union business on the Employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conferences between representatives and members. It is understood that the Bargaining Unit will use established Board procedures for arranging to use space for membership meetings and that such meetings will occur outside of work hours.
- 8.04 Leave with pay shall be granted to Bargaining Unit members of the Union Negotiating Team for formal negotiation sessions with the Employer held during the Employees' regular working hours. Such leave shall be considered time worked and the Employees shall be entitled to all rights and privileges of this Collective Agreement. The Negotiating Team will include up to five (5) members of the Bargaining Unit and the President and may include a representative or agent of District 7, OSSTF and up to two (2) representatives or agents of Provincial OSSTF.
- 8.05 Any representative of the Bargaining Unit required to represent Employees at meetings will do so during regular work hours without loss of remuneration.
- 8.06 The Employer shall provide the Bargaining Unit with all information necessary for administering this Collective Agreement on a current basis including:
- (1) A list of Employees showing their names, work locations, home addresses.
 - (2) Job postings, job awards, promotions, transfers, hires and temporary appointments
 - (3) Discharges, suspensions, demotions, written warnings, layoffs, resignations, retirements and deaths.
 - (4) Information related to salaries and fringe benefits including pension and sick leave plans.

ARTICLE 9 - CORRESPONDENCE

- 9.01 All correspondence between the parties, arising out of this agreement or incidental thereto, shall be between the Administrator of Employee Relations and the President and Secretary of the Bargaining Unit.

ARTICLE 10 - LABOUR MANAGEMENT COMMITTEE

- 10.01 The Bargaining Unit and the Board will each appoint representatives to a Labour Management Committee consisting of up to three (3) members appointed by OSSTF, District 7, Educational Assistants Bargaining Unit and up to three (3) members appointed by the Board. Either party may invite additional advisors to the meeting as appropriate.
- 10.02 The Committee will meet as required at the request of either party to discuss matters of common concern.
- 10.03 Meetings of the Committee will be arranged within five (5) days of request and will take place during normal working hours and will be without loss of pay for the Bargaining Unit members of the Committee.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 (1) A grievance shall be defined as any matter arising from the interpretation, application administration or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- (2) The parties shall be defined as the Union and the Employer.
- (3) A "working day" shall be defined as a school day.
- 11.02 Informal Stage - Individual
A Member, with concurrence of the Bargaining Unit, may initiate a complaint by discussing it with the immediate supervisor. The supervisor shall answer the complaint in writing within five (5) days after receipt of the complaint.
- If the reply of the immediate supervisor is not acceptable to the individual, a meeting to discuss the complaint may be arranged with the Administrator of Employee Relations and the Bargaining Unit President.
- 11.03 Grievance Procedure - Individual
In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.
- Step 1
If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Administrator of Employee Relations or designate. The parties shall meet to discuss the grievance within ten (10) days after the receipt of the grievance and the Administrator of Employee Relations or designate shall answer the grievance in writing within five (5) days of the meeting.
- The grievance shall contain:

- (1) A description of how the alleged dispute is in violation of the Agreement.
- (2) The clauses in the Collective Agreement alleged to be violated.
- (3) The relief sought.
- (4) The signature of the duly authorized official of the Bargaining Unit.

11.04 Step 2

If the reply of the Administrator of Employee Relations or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate who shall answer the grievance in writing within five (5) days after receipt of the grievance.

11.05 Step 3

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

11.06 Grievance Procedure - Party

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter after the matter has been discussed informally with the other party. The informal discussion shall occur with the Administrator of Employee Relations;

11.07 Step 1

The party making the grievance may make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be. The parties shall meet to discuss the grievance within ten (10) days after the receipt of the grievance and the party which has received the grievance shall answer the grievance in writing within five(5) days of the meeting.

The grievance shall contain:

- (1) A description of how the alleged dispute is in violation of the Agreement.
- (2) The clauses in the Collective Agreement alleged to be violated.
- (3) The relief sought.
- (4) The signature of the duly authorized official of the Bargaining Unit.

11.08 Step 2

If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

11.09 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The fees for a mediator shall be shared equally by the parties.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the grievance may be referred to arbitration as set out below.

11.10 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board. If the parties are referring the grievance to an arbitration board the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

- 11.11 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.
- 11.12 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.
- 11.13 Time restrictions may be extended if mutually agreed.
- 11.14 Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, they shall be released without loss of salary or benefits.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 Should the Board deem it necessary to censure an Employee, including any discipline, suspension, or discharge, the Board shall provide written particulars of such censure to the Employee with a copy to the President of the Bargaining Unit.
- 12.02 An Employee may request review and removal of documentation of discipline any time after twenty-four (24) months following any disciplinary action, including letters of reprimand or any adverse reports, provided that no additional disciplinary action is taken within the twenty-four (24) month period. Request will be made through the Administrator of Employee Relations.
- 12.03 An Employee may be disciplined, suspended or discharged only for just cause. During the probationary period, Employee; shall be entitled to all rights and privileges of this Agreement, except with respect to discharge which shall be subject to a lesser standard (basic procedural fairness).
- 12.04 In compliance with all relevant sections of the Municipal Freedom of Information and Protection of Privacy legislation an Employee shall be entitled upon request in writing to copies of or to view the Employee's personnel file. The Board shall respond to such request within a reasonable time.

ARTICLE 13 - PERFORMANCE EVALUATION

- 13.01 Performance Evaluation is a process for the purpose of administrative decision-making including demotion or dismissal. The Board will consult with the Bargaining Unit before implementing a Performance Evaluation Procedure.
- 13.02 Professional growth planning activities will not be included in performance evaluation reports except at the request of the Employee.
- 13.03 An evaluation report which alleges that the Employee's performance is unsatisfactory shall outline the reasons and specific recommendations for improvements necessary to achieve satisfactory performance. In normal circumstances; a subsequent evaluation shall be made only after allowing the Employee a reasonable time for improvement.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as the length of continuous service from the last date of hire within the Bargaining Unit with the Board and predecessor Boards which were within the Bluewater District School Board. Absence through sickness, accident, approved leave of absence or layoff shall not be deducted in determining length of continuous service.
- 14.02 The Employer shall maintain a seniority list showing each Employee's name, date of hire and occupational classification. In January of each year, the Employer shall post a copy of an up-to-date seniority list in all work locations of Employees covered by this Agreement. Two copies shall be forwarded to the Bargaining Unit.
- 14.03 Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit to the Administrator of Employee Relations, in writing, within thirty (30) working days, of the posting of the list.
- 14.04 (1) In compiling the seniority list all ties at the time of hiring shall be broken based on the following criteria in order:
- (a) Total experience with the Employer, then
 - (ti) Total experience in the same job function with other Employers, then
 - (c) By lot in a manner to be determined by the Employer and the Bargaining Unit.
- In applying the above criteria, the steps shall be applied in order as required until the tie is broken. Once a tie has been broken it shall be considered permanent.
- (2) For any Employee hired before July 1, 2000, ties will be broken only when necessary.
- 14.05 Probationary Employees Seniority
Newly hired Employees shall serve a probationary period of six (6) months of continuous employment in a permanent position with the Board. The probationary period will be extended for layoffs or sickness exceeding ten (10) working days. After completion of the probationary period, seniority shall be effective from the original date of hire and the appointment shall be permanent.

ARTICLE 15 - JOB POSTING DURING THE SCHOOL YEAR

- 15.01 (1) When a permanent vacancy occurs or a new position is created inside the Bargaining Unit the Board shall post notice of the vacancy or position in every workplace for a period of five (5) working days. The notice shall specify the **job** title and duties. Permanent Employees shall be given first consideration for any vacancy or position.
- (2) A temporary vacancy shall be posted as above for positions known in advance to be for at least seventeen weeks. All Employees including those applying to increase their hours of work will be considered. Any subsequent resulting vacancies shall be offered to permanent part-time Employees whenever it is possible to arrange the work schedule without disruption to the Employee's permanent position.
- (3) Temporary vacancies of less than seventeen weeks may be posted.
- (4) The Board will consult with the Bargaining Unit regarding all new positions and all temporary vacancies.
- (5) When the Board increases a school's Educational Assistant allotment by up to 0.2 full-time equivalent during the school year, the increase may be offered to a part-time Educational Assistant within the school without issuing a posting.
- 15.02 The Employer shall notify all Employees on layoff by mail.
- 15.03 In the event that no permanent Employee applies for a posted position or that no permanent Employee is qualified for a posted position and no Employee with recall rights is able to fill the position, probationary and temporary Employees shall be considered before the vacancy is posted externally.
- 15.04 All Educational Assistants in the employ of the Board as of ratification shall be deemed qualified for all Educational Assistant positions.
- 15.05 Notwithstanding Article 15.04, the Board may require an Educational Assistant to have additional qualifications for position; which need specific medical, physical, or communication skills such as hearing or vision.

ARTICLE 16 - POLICIES AND PROCEDURES

- 16.01 Prior to the establishment or modification of Board policy or procedure which will affect Employees, the Employer shall consult with the Bargaining Unit Executive.
- 16.02 The Bargaining Unit will be involved in developing Health and Safety procedures, including universal hygiene procedures for control of body fluid-borne infectious diseases, procedures for moving students using hydraulic lifts, and procedures for assisting students with toileting.

ARTICLE 17 - JOB SECURITY

- 17.01 No work that could be performed by the Employees covered by this Collective Agreement shall be contracted out if that would result in the reduction of jobs or scheduled hours of work available to Employees capable of performing the work nor while Employees capable of performing the work are laid off.
- 17.02 The number of full-time equivalent Employees in the Bargaining Unit shall not be reduced during the school year ending August 31, 2000.
- 17.03 The Board will consult with the Bargaining Unit regarding the roles performed by volunteers.

ARTICLE 18 - STAFFING, LAYOFF, AND RECALL PROCEDURES

- 18.01 A Joint Staffing Committee shall be established consisting of three (3) representatives of the Board and three (3) representatives of the Bargaining Unit. Each group is entitled to include additional members as resource individuals. The mandate of the committee will be to review dates and procedures for placement, surplus, layoff, and recall.

The Joint Staffing Committee shall meet on an appropriate date to be agreed upon to examine the projected enrolment numbers of Educational Assistants for the next school year,

The Joint Staffing Committee shall meet prior to September 30th to review the actual enrolment figures and to make recommendations regarding the reorganization of Educational Assistant assignments.

In the event that a student changes schools within the school year or other enrolment changes occur within the school year and the Board wants to transfer Educational Assistants, the Board shall consult with affected Educational Assistants and the Joint Staffing Committee to consider arrangements that are acceptable to the affected Educational Assistants. If the transfer arrangements are not acceptable to the Educational Assistants then placements shall be made in accordance with relevant provisions in Article 18.

- 18.02 The Joint Staffing Committee will participate in any meetings when surplus or placement discussions occur.
- 18.03 The President of the Bargaining Unit shall be consulted prior to any Employee being declared surplus or laid off.
- 18.04 Procedure for Placement
- (1) The Board shall determine the needs and the staffing level of the system for the following school year.
 - (2) Employees returning from any approved leave of absence shall be assigned to the same school/work site and in a position equivalent to that held at the commencement of the leave.
 - (3) The Board shall prepare a list of known vacancies resulting from layoffs, resignations, leaves, and retirements and post in each school written notification of these vacancies.

- (4) A sufficient number of Employees currently on layoff shall be added to the placement process to fill all vacancies based on seniority. They will be informed and may apply for the above posted vacancies along with any other permanent or probationary Employee,
 - (5) Employees shall be declared surplus to school on the basis of seniority and are eligible to apply for postings or to use the displacement procedure below. An Employee shall be considered surplus when there is any reduction in the Employee's hours of work at any location.
 - (6) When an Employee has been placed in a vacancy, that vacancy shall be considered filled and the Employee's former position in turn shall be declared vacant and posted.
 - (7) All Employees shall be placed by the end of the school year, if possible.
 - (8) Any Employees not placed shall be laid off in accordance with Article 18.
- 18.05 Where a reduction in the number of Employees becomes necessary, the Board agrees to invite retirements, offer part-time or full-time leaves of absence and opportunities for job-sharing to interested Employees before using the layoff procedure.
 - 18.06 In the event of a layoff, Employees shall be laid off in reverse order of their seniority, and shall continue to accumulate seniority while on layoff.
 - 18.07 The Employer shall create a composite posting of all available vacancies resulting from layoffs, resignations, leaves, and retirements followed by a second composite posting of all available vacancies resulting from filling the previous vacancies. The composite posting procedure shall be administered in accordance with Article 15. However, no Employee may increase full-time equivalency status until all Employees have been placed in positions equal to their current status.
 - 18.08 Following the composite posting procedure any remaining vacancies shall be offered to surplus Employees in order of seniority. If the position is more than 30 km from the home of the Employee the Employee may decline the position and the Board shall place the Employee by displacing the least senior Employee within the area of schools of the senior Employee. If there is no less senior Employee within the area of schools of the surplus Employee then the displacement procedure shall be applied in adjacent areas and then on a district basis.
 - 18.09 First access to the displacement process in this Article shall be on the basis of seniority of surplus Employees.
 - 8.10 An Employee may elect to take a layoff in preference to a transfer under this procedure.
 - 8.11 Employees shall be recalled in order of greatest seniority.
 - 8.12 An Employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption in service.
 - 18.13 An Employee may decline to accept a position to which the Employee has been recalled without losing recall rights.

- 18.14 Where an Employee declines to accept recall to a position the next senior Employee on layoff shall **be** offered the position until all laid off Employees have been contacted.
- 18.15 Employees with recall rights shall indicate their availability including specific school locations for temporary employment and will be contacted beginning with the most senior laid off Employee.
- 18.16 All Employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- 18.17 Recall rights expire two years from the date of layoff.
- 18.18 No new Employees shall be hired until those laid off have been offered position;.
- 18.19 The provisions of Articles 15.04 and 15.05 apply as well to Article 18.

ARTICLE 19 - HOURS OF WORK

- 19.01 The normal hours of work for Educational Assistants shall be six (6) hours and forty (40) minutes per day, Monday through Friday, with scheduled start and end times based on individual student programming needs mutually agreed between the Employee and the Board. The work day shall start no earlier than 8:00 a.m. and finish no later than 4:30 p.m.
- 19.02 Full time Employees currently working six (6) hours and thirty (30) minutes per day will start a six (6) hour and forty (40) minute day effective at the start of the 2000/2001 school year.
- 19.03 Employees are entitled to a minimum thirty (30) minute uninterrupted unpaid lunch break. No lunch break will be scheduled in excess of one (1) hour. Employees are entitled to one fifteen (15) minute rest period each morning and each afternoon at the time designated by their immediate supervisor.
- 19.04 The work schedule for permanent part-time Employees shall be set by mutual agreement of the Board and the affected Employee. When an Employee works less than a full day, lunch and a rest period will be pro-rated.
- 19.05 This work year for Educational Assistants shall be the instructional year established by the Board consistent with the Education Statutes and Regulations, and shall include the same number of professional development days as teaching staff, currently four **(4)** days.
- 19.06 If the Board requests that an Employee work in more than one (1) school or reassigns an Employee to more than one (1) school during the school year, travel time between locations shall be considered time worked and travel distance paid. A list of these Employees will be developed by the Superintendent of Student Services, or designate, and the Union President.
- 19.07 An Educational Assistant shall not be assigned sole supervision of a playground and shall not be assigned general supervision of a playground area at the same time as responsibility for supervising specific students.

ARTICLE 20 - OVERTIME

- 20.01 For Educational Assistants working beyond seven (7) hours per day or on a holiday set out in this Agreement as a paid holiday shall be considered as overtime if performed at the request of and authorized by the Principal or the Administrator of Employee Relations. It is agreed that such overtime work will be voluntary.
- 20.02 Overtime shall be paid for class trips, staff meetings, commencement nights, parents nights, concerts and any other activity that is outside of the normal work day.
- 20.03 An overnight event will be paid at the rate of \$150.00 per night.
- 20.04 Overtime shall be paid at a rate of one and one half (1.1/2) times the regular rate and two (2) times the regular rate on a Sunday or Holiday.
- 20.05 An Employee who is recalled after the regular work day will be paid a minimum of two (2) hours at the overtime rate.
- 20.06 An Employee may take time off with pay in lieu of overtime payment for overtime credited in accordance with Article 20.02. Such lieu time may be accumulated to a maximum of thirty-five (35) hours at any time. Time off shall be scheduled with the mutual agreement of the Employee and the Principal. All accumulated hours not taken by the end of the school year will be paid out at the then current rate.
- 20.07 An Educational Assistant will not be assigned extra duties to cover lieu time absences.

ARTICLE 21 - HOLIDAYS

- 21.01 Seven (7) statutory holidays occurring during the school year are recognized with payment incorporated into salary.
- | | |
|------------------|----------------|
| Thanksgiving Day | Christmas Day |
| Boxing Day | New Year's Day |
| Good Friday | Easter Monday |
| Victoria Day | |
- 21.02 Payment of holidays will be pro-rated for part-time Employees.

ARTICLE 22 - VACATIONS

- 22.01 Employees' vacation entitlement shall be established in the following manner and shall be calculated on June 30 of each year, to be effective in September of that year (start of next school year):
- | | |
|-----------------------|---|
| Less than one year | One working day for each completed month to a maximum of 10 days. |
| After one year | Ten days |
| After three years | Fifteen days |
| After nine years | Twenty days; |
| After seventeen years | Twenty-five days |

Employees shall receive pay for their vacation entitlement divided evenly among each of the twenty-two regular pay days.

- 22.01! Employees shall receive pay for their vacation entitlement during the Christmas Holidays and/or Mid-Winter Break (exclusive of paid holidays as set out in Article 21 falling within the Christmas Holidays and Mid-Winter Break) on the regular pay days. Employees who are entitled to more vacation days than the number necessary to cover the above periods shall receive the pay for those days divided evenly among each of the twenty-two (22) regular pay days.
- 22.03 An Employee who works on a part-time basis will be entitled to a pro-rated vacation as established in clause 22.01, related to the hours regularly worked.
- 22.04 Temporary Employees shall receive vacation pay calculated at 4% in lieu of a paid vacation on each pay cheque.
- 22.05 An Employee shall be entitled to a proportionate payment of salary or wages in lieu of any unused vacation when the Employee terminates employment.

ARTICLE 23 - SICK LEAVE PROVISIONS

- 23.01 The Board shall keep a record of each Employee's credited and accumulated sick leave, with the exception of Temporary Employees. Employees shall be advised annually in writing as to the amount of their accumulated leaves.
- 23.02 An Employee shall be entitled to accumulate two (2) days' sick leave with pay for each month employed to a maximum of 280 days. Permanent part-time Employees shall be entitled to sick leave on the same basis, prorated according to time worked. If an Employee is employed only part of a month, the two (2) days shall be prorated.
- 23.03 If an Employee is absent for less than a half (1/2) day, sick leave will not be deducted. If an Employee is absent for more than a half a (1/2) but less than one day, only a half (1/2) day of sick leave shall be deducted.
- 23.04 An Employee shall be entitled to transfer accumulated sick leave from a previous employment with a school board, upon acceptable written confirmation from the previous employer, or from another collective agreement with the Employer to the Employee's sick leave account.
- 23.05 Subject to Articles 14 and 18, upon return from sick leave or long term disability, (paid or unpaid), an Employee shall be guaranteed the same position for a period of one year and an equivalent position if the Employee returns any time after one year.
- 23.06 An Employee who is prevented from performing the Employee's regular work with the Board because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, shall receive from the Board the difference between the amount payable by the Workplace Safety and Insurance Board and regular salary to the extent of the Employee's accumulated sick leave.

ARTICLE 24 - RETIREMENT GRATUITY

24.01 An Employee who has completed ten (10) years of continuous service with the Board or its predecessors immediately prior to retirement and who has reached the minimum age for collecting a pension under OMERS at the time of resignation regardless of participation in the OMERS pension plan shall be entitled to the payment of a gratuity on retirement.

24.02 The retirement gratuity will be calculated based on the following formula:

$$\frac{a}{200} \times b\% \text{ of Employee's annual salary at date of retirement}$$

where "a" is the number of days of cumulative sick leave credits at date of retirement (not to exceed 200 days) and "b" is a percent based on the following schedule:

| Completed years of Continuous Service with this Board or Predecessor of this Board | Percent |
|---|---------|
| 10 | 30 |
| 11 | 32.5 |
| 12 | 35 |

and 2.5% additional per completed year to a maximum of 50%.

Examples:

12 years service=#days(up to 200)/200 x35/100 xEmployee's annual salary at time of retirement

18 years service=#days(up to 200)/200 x50/100 xEmployee's annual salary at time of retirement

22 years service=#days(up to 200)/200 x50/100 xEmployee's annual salary at time of retirement

24.03 For Employees who were not previously eligible for a retirement gratuity (former Grey County Board of Education Employees) the maximum retirement gratuity payable is as follows:

| | |
|----------------------------------|----------------------|
| during the 1999/2000 school year | 10% of annual salary |
| during the 2000/2001 school year | 15% of annual salary |
| during the 2001/2002 school year | 20% of annual salary |
| during the 2002/2003 school year | 25% of annual salary |
| during the 2003/2004 school year | 30% of annual salary |
| during the 2004/2005 school year | 35% of annual salary |
| during the 2005/2006 school year | 40% of annual salary |
| during the 2006/2007 school year | 45% of annual salary |
| during the 2007/2008 school year | 50% of annual salary |

24.04 An Employee shall be deemed to be retiring and eligible for this gratuity if the Employee has reached the minimum age for collecting a pension under OMERS at the time of resignation regardless of whether the Employee belongs to OMERS or not.

24.05 In the event of the death of an Employee, the amount of the retirement gratuity accumulated by the Employee with this Board or its predecessors on the date of the Employee's death shall be paid to the Employee's beneficiary or the Employee's estate.

24.06 An Employee who applies to the Board and receives an approved Leave of Absence (full or part-time) within two years of his/her eligible retirement age as determined by OMERS shall be eligible to receive a sick leave gratuity upon retirement, based on the applicant's full time equivalent status at the time of application for leave.

ARTICLE 25 - LEAVES OF ABSENCE

25.01 Union Leave

- (1) Where permission has been granted to representatives of the Bargaining Unit to leave their employment temporarily in order to carry on Union business or to process a grievance, they shall suffer no loss of pay for the time so spent.
- (2) The Board shall grant a leave of absence for the period of the term of office to the President of the Bargaining Unit. The Bargaining Unit shall reimburse the Board for the costs of any replacement Employees required. The Employee shall suffer no loss of pay, benefits, seniority or any other rights and privileges under this Agreement for such leave. The Employee shall return to the position held prior to the Union leave, subject to Articles 14 and 18.
- (3) The Board shall grant a leave of absence for the period of the term of office to a member who is serving in an OSSTF Provincial position. An Employee on such leave shall continue to be an Employee of the Board and shall receive full salary and benefits as negotiated with the Union. The Union shall reimburse the Board for the full salary and all benefits paid to the Employee during the leave of absence. The Employee shall suffer no loss of seniority or any other rights and privileges under this Agreement. The Employee shall have the right to return to the position held prior to the leave for a period of two (2) years and to the same or equivalent position thereafter, subject to Article 14 and 18.
- (4) Leaves of Absence shall be granted to Employees to represent OSSTF, or to attend Union conventions, meetings or seminars. The Union agrees to pay the replacement costs of such Employees.

25.02 Leave for Elected Office

The Board shall grant a leave of absence without pay to an Employee to hold office in a Federal, Provincial or Municipal government. The Employee shall suffer no loss of seniority or any other rights and privileges under this Agreement. The Employee shall have the right to return to the position held prior to the leave for a period of two (2) years and to the same or equivalent position thereafter, subject to Articles 14 and 18.

25.03 Compassionate Leave

Compassionate Leave shall be granted with the approval of the Administrator of Employee Relations through the immediate supervisor for the following:

- (1) . Death in the immediate family (father, mother, brother, sister, son, daughter, spouse, grandparents, grandchildren and immediate in-laws) five (5) consecutive days per occurrence, the first three (3) of which shall not be deducted from sick leave credits.
- (2) Death of aunts, uncles, nephews, nieces and other persons close to the Employee one (1) day per occurrence which shall be deducted from sick leave.

25.04 Personal Leave

- (1) Leaves with pay shall be granted by the Administrator of Employee Relations through the immediate supervisor, without loss of sick leave credits, for the following:
 - (a) Religious observance of Holy Days.
 - (b) Quarantine.
 - (c) Service as a juror or subpoenaed witness in any court. The Board shall pay such an Employee the difference between normal earnings and the payment received for jury service or as a witness. The Employee will present proof of service and the amount of pay received.

- (2) Leave; with pay shall be granted by the Administrator of Employee Relations 'through the immediate supervisor, with deduction of sick leave credits, for the following:
 - (a) Up to three (3) days in cases of serious illness or injury in the Employee's immediate family.
 - (b) Attendance to sit for examinations.
 - (c) Attendance at a graduation ceremony for the Employee or a member of the Employee's immediate family.
 - (ii) Adoption of children (interviews etc.).
 - (e) Calamity involving home or property.
 - (f) Legal proceedings, requiring the Employee's presence.

25.05 Pregnancy/Parental/Adoption Leave

Pregnancy Leave will be in accordance with the current Employment Standards Act (Pregnancy and Parental Leave) at the time of application. (See Appendix A)

25.06 Parental Leave

Parental leave will be in accordance with the current Employment Standards Act (Pregnancy and Parental Leave) at the time of application. (See Appendix A)

25.07 Pregnancy/Parental/Adoption Leave SUB Plan

The Board shall provide a parental/pregnancy/ adoption leave SUB plan which shall pay the Employee full salary for the two week waiting period.

- 25.08 For absence occasioned by the birth of a child, the Employer shall grant a paternity leave without loss of salary, benefits, or sick leave credit for a period not exceeding two days.

25.09 Unpaid Leave of Absence

An Employee may apply to the Superintendent of Student Services for an unpaid leave of absence for personal reasons or for extended parental leave up to one year for each leave. An Employee may request additional leaves not to exceed two (2) years in total. Written acceptance or denial of the request shall be sent to the Employee with a copy to the President of the Bargaining Unit. During the leave the Employee may maintain benefits as outlined in Article 24 at no cost to the Board. The Employee shall suffer no loss of seniority or any other rights and privileges under this Agreement. The Employee shall have the right to return to the position held prior to the leave for a period of two (2) years and to the same or equivalent position thereafter, subject to Articles 14 and 18.

25.10 Unpaid Personal Leave

- (1) Subject to the approval of the superintendent of Student Services upon the recommendation of Principal (Supervisor), Members may be granted unpaid personal leave. The timing of such leave will avoid extending existing school vacation periods of Christmas and Mid-Winter Break. Leave will not be unreasonably withheld.
- (2) In the event of serious illness/injury or in the event of the death of an immediate family member during a scheduled unpaid personal leave, the Employee shall, on presentation of proof of such, be allowed to substitute sick leave or bereavement leave for unpaid leave.

25.11 Absence Due to Inclement Weather

Employees who are unable to get to their regular work location or to an alternate work location because of weather conditions shall be paid full salary and no deduction from sick leave credit; shall be made.

ARTICLE 26 - SELF FUNDED LEAVE PLAN

- 26.01 The Self Funded Leave Plan has been developed to afford Employees the opportunity of taking up to one year leave of absence and, through deferral of salary, to finance the leave subject to the regulations under the Income Tax Act.
- 26.02 To be eligible to participate in the plan, an Employee must have three years service with the Board.
- 26.03 (1) An Employee must make a written application to the Director of Education on or before March 31 requesting approval to participate in the plan.
- (2) On or before April 30, the Director of Education or designate shall reply in writing stating whether or not the application has been approved and providing an explanation if the application is denied.
- (3) The right to reject or approve individual requests to participate in the plan will rest solely with the Board.
- 26.04 (1) In each year of the Plan preceding the year of the leave, an Employee shall be paid 80% of annual salary. The remaining 20% of annual salary shall be deferred and deposited to a joint trust fund at the Employer's banking institution with an account heading "Bluewater District School Board In Trust for (name of Employee)". The amount deposited to this account will be retained for the Employee to finance the year of the leave. Interest will be retained and paid out at the end of the calendar year. Consideration will be given to a request for a leave to be financed by deduction of a larger amount of salary over a shorter period of time. For example, deduct for three years to finance a leave in the fourth year or deduct for two years to finance a leave in the third year. The length of the Plan shall not exceed six years, including the year of the leave. The scheduled year of leave will only be taken in the last year of the Plan.
- (2) At the start of the leave of absence, the amount deposited to the Employee account plus accrued interest to that date shall be transferred to the general account of the Bluewater District School Board to pay the Employee's salary, and no further interest shall be earned.
- (3) At least four (4) weeks prior to the start of the Leave, the participating Employee shall select one (1) of the following methods of salary payment for the one (1) year Leave:
- (a) A lump sum payment of the entire trust account balance on or before the commencement of the Leave less an amount sufficient to pay the cost of all taxes, pension amounts and Benefit Plans, as per Article 30, while on Leave.
- (b) Forty percent (40%) of salary on or before September 20 and sixty percent (60%) of salary on or before January 20. Payment on January 20 shall include the total amount on deposit together with interest earned up to and including that date.
- (c) Payment as per method detailed in the collective agreement in force at the time.
- 26.05 (1) While an Employee is enrolled in the Plan and not on leave, and subject to the approval of the carrier, any salary-related benefits shall be maintained at the same level as if the Employee was receiving 100% of salary. While on leave, benefits shall continue in force, subject to the approval of the carrier. Salary-related benefits shall be maintained according to the salary the Employee would have received in the year prior to taking the leave had the Employee not been enrolled in the Plan, and subject to the approval of the carrier.

- (2) While on leave, the total premium cost for all Benefits Plans, as per Article 30 shall continue in force.
- 26.06 (1) Upon return from leave, the Employee shall be entitled to sick leave credits accumulated prior to commencement of the leave but no sick leave credit; may be earned during the leave.
- (2) Employees on permanent layoff must withdraw from the Plan.
- (3) An Employee may withdraw from the Plan any time up to sixty (60) days prior to the date the leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board.
- (4) In the event of withdrawal, the Employee shall be paid a lump sum adjustment for any monies deferred to the date of withdrawal plus accrued interest. Repayment shall be made within sixty (60) days of the date of withdrawal. The lump sum adjustment may be paid to the Employee in some other manner and on some other date or dates as mutually agreed between the Employee and the Board.
- (5) Should an Employee die while participating in the Plan, any monies accumulated plus interest accrued at the time of death shall be paid to the Employee's estate.
- (6) All Employees wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation shall be granted.
- (7) The Board shall co-operate in making such pension deductions as are requested by the Employee and approved by OMERS.
- (8) Income Tax shall be deducted on the actual amounts paid to the Employee during each year of the self funded leave plan, subject to the income tax regulations in effect at that time.
- (9) Every Employee participating in the Self Funded Leave Plan shall receive a semiannual review statement copy of the SFLP trust account by January 1 and June 30 of each year indicating the following:
- (a) Current contribution.
 - (b) Current interest earned.
 - (c) Total contributions to date.
 - (d) Total interest to date.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

- 27.01 The Board shall pay salaries and wages in accordance with Article 32. Payment shall be made bi-weekly. The Board shall deposit directly into each Employee's account in a financial institution all payments provided for in this Article.

ARTICLE 28 - TRAINING AND DEVELOPMENT

- 28.01 The Board shall provide Employees, including temporary Employees, with the appropriate training regarding the safe and effective conduct of their jobs.

ARTICLE 29 - PROFESSIONAL DEVELOPMENT

29.01 Professional Development days will be provided to Employees consistent with teaching groups, currently four(4) days.

ARTICLE 30 - BENEFITS

30.01 The Bargaining Unit is responsible for the selection of carrier, specifics of insurance coverage, option of election and all aspects of management of the benefit plans. The Board is responsible for the administration including enrolment and payroll deductions.

30.02 The Board contribution to the benefit plans will be \$2000. per year per full-time equivalent Employee in the Bargaining Unit effective January 1, 2001, (186.7 FTE).

30.03 In addition to the Canada Pension Plan, every permanent Employee shall join the Ontario Municipal Employees' Retirement System. The Board and the Employees shall make contributions in accordance with the provisions of the Plan.

ARTICLE 31 - JOB SHARING

31.01 Job sharing will be considered based on the programming needs of the students.

ARTICLE 32 - SALARY CHART

32.01 All permanent Educational Assistants will be paid on the following grid based on hours worked in the school years 1998/1999 and 1999/2000, and as per Article 19.02 in the school year 2000/2001:

| | Effective Sep 1/98 | Effective Sep 1/99 |
|---------|-----------------------|-----------------------|
| start: | \$13.94 | \$14.22 |
| Year 1: | \$14.56 | \$14.85 |
| Year 2: | \$15.61 | \$15.92 |

32.02 Educational Assistants in temporary positions will be paid at the start rate.

32.03 The Board may recognize skill and previous experience by paying a new Employee at the Year 1 or Year 2 rate. The union will be informed of the pay rate for each new Employee.

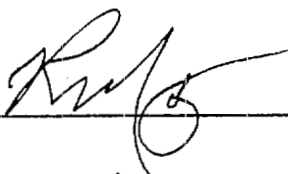
32.04 The annual wage paid to full-time Educational Assistants will be determined by the above grid rate multiplied by the total of instructional days plus professional development days plus statutory holidays, currently $190 + 4 + 7 = 201$ days. Vacation entitlement as explained in 22.01 will be calculated and the resulting amount paid equally over twenty-two (22) pay periods,

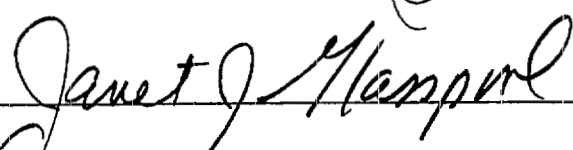
32.05 Part-time Educational Assistants will be paid on a pro-rated basis of the formula in Article 32.04.

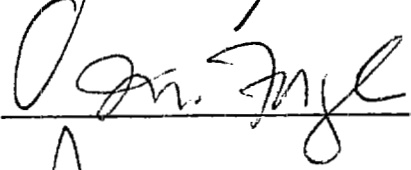
IN WITNESS WHEREOF the Parties have caused this Collective Agreement to be signed by their respective, duly authorized representatives.

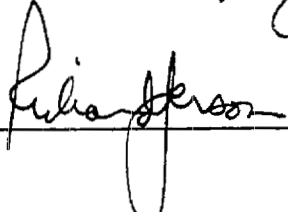
Dated at Chesley, Ontario this 4th day of July, 2000.

BLUEWATER DISTRICT SCHOOL BOARD

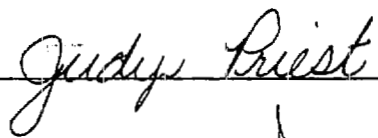





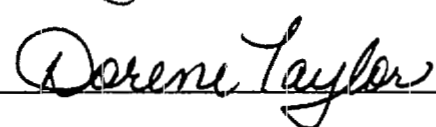




EDUCATIONAL ASSISTANTS
OSSTF DISTRICT 7







LETTER OF UNDERSTANDING

between

BLUEWATER DISTRICT SCHOOL BOARD

and

**OSSTF DISTRICT 7
EDUCATIONAL ASSISTANTS**


WHEREAS the above-noted parties wish to maintain the employment insurance premium reduction and thereby agree to the following condition:

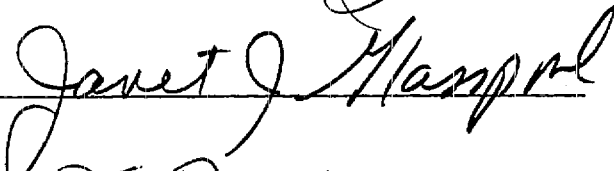
One and two thirds days of paid sick leave per month will be provided for use in the case of personal disability.

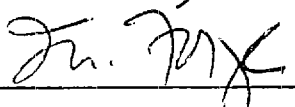
Dated at Chesley, Ontario this 4th day of July, 2000.

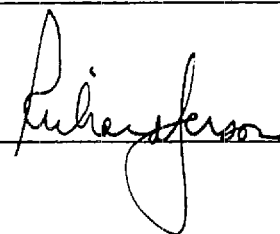
BLUEWATER DISTRICT SCHOOL BOARD

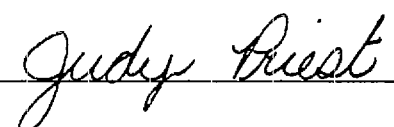
EDUCATIONAL ASSISTANTS
OSSTF DISTRICT 7




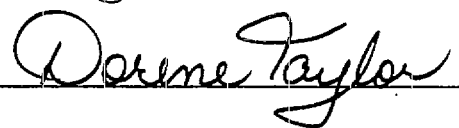








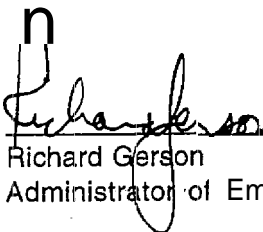


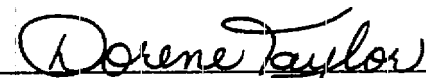




LETTER OF AGREEMENT

THIS IS to confirm that the current hours of work and working schedule arrangements for current Educational Assistants employed at the Institute for Outdoor Education and Environmental Studies will remain in place unless changed through mutual agreement.


Richard Gerson
Administrator of Employee Relations


Dorene Taylor, President
Educational Assistants OSSTF District 7

Dated at Chesley, Ontario this 5 day of July, 2000.

APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT- 1998

*THE FOLLOWING IS ATTACHED TO BUT DOES NOT FORM PART OF THE COLLECTIVE AGREEMENT. IT IS PROVIDED FOR THE INFORMATION OF EMPLOYEES AND IT MUST BE CLEARLY UNDERSTOOD **'THAT'** AMENDED LEGISLATION WILL AUTOMATICALLY BE IN EFFECT.*

PREGNANCY AND PARENTAL LEAVE

34. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

"parental leave" means a leave of absence under subsection 38(1);

"pregnancy leave" means a leave of absence under subsection 35 (1).

35. (1) Pregnancy Leave - A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must give the employer,
- (a) at least two **weeks** written notice of the date the leave is to begin; and
 - (b) a certificate from a legally qualified medical practitioner stating the expected birth date.
36. (1) Subsection 35 (3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin; and
 - (b) a certificate from a legally qualified medical practitioner that,
 - (i) in **the** case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

continued....

APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT - 1998

Continued

37. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage,
- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.
38. (1) Parental Leave - An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of the child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.
- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.
39. (1) Subsection 38 (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.
- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.
40. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.
41. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- (2) An employee who has given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

continued.....

APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT - 1998

Continued

42. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (4) The period of an employee's pregnancy leave or parental leave is included in any calculation of his or her length of employment (whether or not it is active employment), length of service (whether or not it is active service) or seniority, for the purpose of determining whether he or she has a right under a contract of employment.
- (5) The period of an employee's pregnancy leave or parental leave is not included when determining whether the employee has completed any probationary period of employment.
43. (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.
- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- (a) the wage the employee was most recently paid by the employer; or
 - (b) the wages that the employee would be earning had the employee worked throughout the leave.
44. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.
45. Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.