

Salaries and Classifications - Schedule "A"

SOURCE	Amor	
EFF.	13	01/01
TERM	95	51
No. OF EMPLOYEES	123	
NOMBRE D'EMPLOYÉS	123	

Secretarial and Clerical

January 1, 1993

Years of Experience	Classification		
	I	II	III
0	\$13.65	\$14.08	\$15.44
1	\$14.10	\$14.48	\$15.83
2	\$14.54	\$14.87	\$16.27

January 1, 1995

Years of Experience	Classification		
	I	II	III
0	\$13.69	\$14.12	\$15.49
1	\$14.14	\$14.52	\$15.88
2	\$14.57	\$14.92	\$16.32

Salaries and Classifications - Schedule "B"

Educational Assistants

January 1, 1993

Years of Experience	Classification	
	I	II
0	\$13.17	\$13.49
1	\$13.66	\$14.00
2	\$14.15	\$14.19
3	\$14.54	\$14.87

January 1, 1995

Years of Experience	Hourly Rate
0	\$13.53
1	\$14.04
2	\$14.53
3	\$14.92

OCT -2 1995

A G R E E M E N T

BETWEEN

THE BRUCE COUNTY BOARD OF EDUCATION

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 44 (OSSTF-ESS)

EDUCATIONAL SUPPORT SERVICES BRANCH

SECRETARIES AND EDUCATIONAL ASSISTANTS

EFFECTIVE

JANUARY 1, 1993 TO DECEMBER 31, 1995

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SALARIES AND CLASSIFICATIONS

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THIS AGREEMENT made this 6th day of June, 1995,

BETWEEN

THE BRUCE COUNTY BOARD OF EDUCATION
(hereinafter ~~called~~ **the "Board"**),

OF THE FIRST PART ;

and

Ontario Secondary School Teachers' Federation, OSSTF, District 44, Educational **Support Services Branch**
(hereinafter ~~called~~ **the "Bargaining Unit"**),

OF THE SECOND PART.

ARTICLE 1 - STATEMENT OF PURPOSE

This agreement is entered into by the **parties** hereto in order to provide for orderly collective bargaining relations between The Bruce County of Education (hereinafter referred to **as** the **Board**) and its employees represented by the Ontario Secondary School Teachers' Federation, OSSTF, District 44, Educational **Support Services Branch** (hereinafter referred to **as** the **Bargaining Unit**).

It is the desire of **both** parties to cooperate in maintaining a harmonious relationship between the Board and its employees to make an orderly method of **settling** grievances under **this** Agreement which may **arise from** time to time.

The Parties acknowledge their obligation to provide reliable and continuous service performed with **skill and** efficiency.

ARTICLE 2 - RECOGNITION

- 2.01 a) The Board recognizes the Ontario Secondary School Teachers' Federation **as** the exclusive collective bargaining agent with respect to all matters **properly arising** under **this** Agreement for **all** Educational **Assistants** and Secretarial **and** Clerical employees that **are covered** by **the** Collective Agreement save and except **supervisors. persons** above the **rank** of **supervisor**, administrative **assistants to** the **Director** and Superintendents. students employed **during** the **school** vacation period, students employed pursuant to a co-operative **training program** in conjunction with a **school**, college, or university, students attending school on a full-time **basis**, persons under an employment assistance program and persons covered by existing collective agreements **between** The Bruce **County** Board **of** Education and the Ontario Secondary School Teachers' Federation, OSSTF, District **44**, Educational **Support Services Branch**, subject to **the** decisions of the Ontario **Labour** Relations Board dated January **4**, 1993.
- b) No employee shall suffer loss of employment due to others performing work normally considered **the** function of the **Bargaining Unit**.
- 2.02 The OSSTF recognizes the Negotiating Committee of the Board **as** the official committee to negotiate on behalf of The **Bruce** County Board of **Education**.

ARTICLE 3 - NEGOTIATING COMMITTEE

- 3.0
- a) The Board recognizes the Negotiating Committee of the Union as the official committee to negotiate on behalf of District 44, OSSTF - Educational Support Services Branch. This committee shall include up to five (5) members of the Bargaining Unit and the President and may include a representative or agent of District 44, OSSTF and up to two (2) representatives or agents of OSSTF.
 - b) It is agreed that not more than one (1) member of the Bargaining Unit Negotiating Committee will absent themselves from any one (1) location at the same time when they are employed in the same location for the purpose of negotiating with the Board, if in the discretion of the Board, it would unduly affect normal operations. In the event a second member is required from any one (1) location at the same time, the approval of the Board is required. Permission will not be arbitrarily withheld.
 - c) Any representative of the Bargaining Unit on the Negotiating Committee shall have the privilege of attending negotiations held within working hours without loss of remuneration. The Union representatives will attempt to arrange their schedules to minimize replacement costs for days of negotiations.
 - d) The Board recognizes the right of the OSSTF to authorize the Bargaining Unit or any advisor, agent, counsel, solicitor or duly authorized representative of the bargaining unit to assist, advise or represent it in all matters pertaining to the negotiation of this Collective Agreement and the Bargaining Unit recognizes the similar right of the Board.

ARTICLE 4 - MANAGEMENT RIGHTS

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:

- a) Maintain order, discipline and efficiency;
- b) Hire, promote, demote, classify, transfer, lay off and retire employees, and to discipline, suspend or discharge any employee for just cause provided that a claim ~~by~~ an employee ~~has~~ been discharged or disciplined without just cause may be the subject of a grievance and dealt with ~~as~~ hereinafter provided;
- c) Make, enforce and alter, from time to time, rules and regulations to ~~be~~ observed ~~by~~ the employees.

The Bargaining Unit further recognizes the right of the Board to ~~operate~~ and manage its schools in all respects. The right to sub-contract work or services, the right to decide on the number of employees needed by the Board at any time, the right to decide on the number of hours to ~~be~~ worked and the scheduling of such hours, the right to use modern methods, machinery and equipment, and jurisdiction over all operations, buildings and equipment at the schools in the ~~said~~ County of Bruce, Ontario, are solely and exclusively the responsibility of the Board.

The Board shall not exercise its managerial rights in a manner that will discriminate against any employee by reason of race, colour, creed, ~~sex~~, marital status or by reason of his/her lawful activity or non-activity in the Bargaining Unit.

ARTICLE 5 - DEFINITIONS

"Employee" means a **person** employed by the Board who is a member of the bargaining unit described in Article 3.01 of this Agreement. For the purposes of this Agreement, the following types of employees shall be recognized: full-time twelve month, full-time ten month, part-time twelve month, part-time ten month and **casual**.

"Full-Time Twelve Month Employee" shall mean a person employed by the Board who is a member of the bargaining unit and **who** works regularly **more than** 24 hours per week for twelve months of the year.

"Full-Time Ten Month Employee" shall mean a person employed by the Board who **is** a member of the bargaining unit and who **works** regularly **more than** 24 hours per week for ten months of the year exclusive of July and August and who may **work** certain periods during July and August **as** authorized by the Board.

"Part-Time Employee" shall mean a person employed by **the Board** who is a member of the bargaining unit and **who** works regularly 24 or fewer hours per week on either a twelve month or ten month **basis**.

"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 prolonged **illness**, or for similar purposes, or approved leave of absence. **After** three (3) months a temporary employee will pay union dues.

"Casual Employee" shall mean a person employed by the **Board** on a casual basis for special projects or during periods of heavy workload, or in the case of emergency, or to replace employees absent due **to** illness. **A** casual employee shall not be hired for a term longer than three (3) weeks. however such period may **be** extended by mutual agreement between **the parties**.

"Probationary Employee" shall mean a person employed by the Board and who has not completed three (3) months of continuous employment but shall not include a temporary **or casual** employee. **A** temporary employee hired in a full-time position who has served **at least** three (3) months in a **similar** position shall not serve a probationary period unless there is a break in service of three (3) months.

"Seniority Employee" shall mean a **person** employed by **the Board** who **has** satisfactorily completed the probationary period of three (3) months of employment,

"Plural Terms" - wherever the singular is used it **shall be** deemed to include reference to plural, wherever applicable.

ARTICLE 6 - RELATIONSHIP

6.01 All employees of the Board 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 by-laws of the Union, All **future** employees of **the Board shall, as** a condition of employment, become and remain members in good standing of the Union **as** of the first day of employment.

6.02 The **Board** shall deduct **from** every employee **in the** Bargaining Unit any monthly dues or assessments levied in accordance with **the** Union constitution and/or by-laws **as** presented to the Board by the Union.

6.03 Deductions shall **be** made from the payroll each month and shall **be forwarded** to **the Treasurer** of the Ontario Secondary School **Teachers'** Federation, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 not later **than** the 15th day of the month following, The said deductions will **be** accompanied by a list of the names of all employees from whose wages deductions have been made with a copy to the President of the Educational Support Services Branch. **The** Board agrees to furnish **once** every six (6) months, **addresses** (as indicated on TD1 Return) of all employees covered by **this** Agreement to the President of the Educational Support Services Branch.

ARTICLE 6 - RELATIONSHIP continued

6.04 It ~~is~~ agreed that the Bargaining Unit and the employees will not engage in Bargaining Unit activities during working hours or hold meetings ~~at~~ any time on the premises of the Board without the ~~permission~~ of the Board ~~or~~ its designate.

6.05 No Strike or Lockout

In view of the orderly procedure established by ~~this~~ Agreement for the settling of disputes and the handling of grievances the Bargaining Unit agrees that during the lifetime of this Agreement. there ~~will be~~ no strike, slowdown or stoppage of ~~work~~, either complete or partial. and the Board agrees that there ~~will be~~ no lockout.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, ~~shall pass to and from~~ the Superintendent of Personnel and the President of the Bargaining Unit.

ARTICLE 8 - LABOUR MANAGEMENT RELATIONS

8.01 Representation

No individual employee or group of employees ~~shall undertake~~ to represent the Bargaining Unit ~~at~~ meetings with the Board without ~~proper~~ authorization of the Bargaining Unit. In order that this may be ~~carried out~~, the Bargaining Unit ~~will~~ supply the Board with the names of its offices. ~~Similarly. the Board will, if requested, supply the Bargaining Unit with a list of its supervisory or other personnel with whom the Bargaining Unit may be required to transact business.~~

8.02 Labour Management Committee

~~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 44 - Educational Support Services Branch and up to three (3) ~~members~~ appointed by the Board. The Committee ~~shall meet from~~ time to time at the request of either party to discuss matters of concern with a view of maintaining harmonious labour ~~relations between the Bargaining Unit and the Board.~~

8.03 Representatives of Ontario Secondary School Teachers' Federation

The Bargaining Unit shall have the right at ~~any~~ time to have the assistance of a representative of the Ontario ~~Secondary~~ School Teachers' Federation.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definitions

- (a) A grievance shall **be** defined **as** any difference involving the interpretation, application, administration or alleged violation of any term, provision or condition of this Collective Agreement including the question of whether a matter is arbitrable.
- (b) The parties shall be defined **as** the **Union** and the **Board**.
- (c) Within Article 9 and Article 10, a "working day" shall **be** defined **as** a day **other than** Saturday, Sunday, ~~or~~ a holiday **recognized** under Article 16 of **this** Agreement.

9.02 Informal Stage

An employee who **has** a complaint shall, whenever practicable, **discuss** the complaint with the principal **or** designated supervisor. Failing resolution of the matter through **informal** discussion, the Union may file a grievance **at** Step **One**.

9.03 Step One

The Union shall present the grievance, in writing to the **appropriate Supervisory** Officer within ten (10) working days from the time when the employee could reasonably **be** expected to be aware of the circumstances giving rise to the complaint. The grievance shall include the **nature** of the complaint and the **redress** sought. The **appropriate Supervisory** Officer shall hold a meeting with the employee **concerned** and the Union representatives within five (5) working days **after** receipt of the complaint. The **appropriate Supervisory** Officer shall provide a written **decision** to the Union **within a further** three (3) **working** days.

9.04 Step Two

Failing settlement at Step One, the Union shall submit the matter in **writing** to the Director of Education **within** seven (7) **working** days of receipt of **the** decision **at** Step One. The Director of Education shall provide a written decision within ten (10) working days **after** the receipt of such **notice**.

9.05 Arbitration Procedure

Arbitration shall **be as** provided in the **Labour Relations Act** of **Ontario R.S.O. 1990, as** amended from time to time. The notice to submit the grievance to arbitration shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall **within** ten (10) days **inform** the other party of name of their appointee to the Arbitration **Board**. The two (2) appointees **so** selected shall **within** ten (10) days of the appointment of **the** second of them appoint a third person who shall **be** the **Chair**.

9.06 Replies and Submissions in Writing

All submissions **and** replies to grievances shall **be** in **Writing** at all stages.

9.07 Facilities for Grievances

The **Board** agrees to supply the necessary facilities for grievance meetings between the parties to **this** Agreement.

9.08 Supplementary Agreements

Supplementary Agreements, if any, shall **form part** of this Agreement and **are** subject to the grievance and arbitration **procedure**.

ARTICLE 9 - GRIEVANCE PROCEDURE continued

9.09 Amending Time Limits

The time limits fixed in both grievance and arbitration procedure may be extended by consent of the parties to this Agreement but lack of such consent shall not be grounds for a grievance.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Warnings

Whenever the Board or a deputy deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring her/his work up to a required standard by a given date, the Board shall within five (5) working days thereafter mail written particulars of such censure to the President of the Bargaining Unit, with a copy to the employee involved.

10.02 Discipline, Suspension and Discharge Procedure

An employee may be disciplined, suspended or discharged only for just cause. When an employee is disciplined, suspended or discharged the employee and the Bargaining Unit shall be advised promptly in writing by the Superintendent of Personnel of the reason for such actions. Notwithstanding the above, the test for just cause for a probationary employee shall be a test of suitability provided that the factors determining suitability could reasonably be expected to affect work performance.

10.03 Unjust Suspension or Discharge

Should it be found under the grievance procedure that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, less any earnings in the period of suspension or discharge, or by any other arrangement which is just and equitable in the opinion of the parties of this Agreement.

10.04 Personnel Files

In compliance with all relevant sections of the Municipal Freedom of Information and Protection of Privacy legislation an employee shall be entitled upon request to copies of or to view the employee's personnel file. The Employer will respond to such request within a reasonable time.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of continuous service in permanent positions within the Bargaining Unit with the Board and the immediately prior Board which was within the Bruce County School System. Absence through sickness, accident, approved leave of absence or layoff will not be deducted in determining length of continuous service.

Employees who transfer into the Bargaining Unit and who have previous service with the Board shall receive half (1/2) credit for such service. Any previous accumulated service within the Bargaining Unit shall receive full recognition. There shall not be layoffs caused by such transfers.

ARTICLE 11 - SENIORITY continued

11.02 Seniority List

The Seniority **Lists** shall show the date upon which an employee's service commenced or is deemed to have commenced. A copy of these lists shall **be posted** in each workplace with a copy to the President of the Bargaining Unit by March 1 of each year.

11.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a **period** of three (3) months of any continuous employment with the **Board**. The probationary **period** shall **be** extended for layoffs exceeding ten (10) working days. After completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a vacancy or a temporary 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. The notice shall specify the job title, duties and rate of pay. Members of the Bargaining Unit shall **be** given consideration for such postings prior to external advertising.

12.02 Method of Making Appointments

In making staff changes, transfers, or promotions, the following factors will be among those considered by the Board: ability, qualifications, experience, performance, and seniority. Where, in the opinion of the **Board**, all factors other than seniority are deemed to **be** relatively **equal**, seniority shall govern.

12.03 Bargaining Unit Notification

The President and the Secretary of the Bargaining Unit shall **be** notified as soon as possible of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of all persons in the Bargaining Unit except for casual employees.

The following procedures for transfer and placement shall apply to all Educational Assistants in the Bargaining unit to provide for the staffing of school programs for the following school year.

- a) The Board shall determine the needs and the staffing level of the system and the staffing level for the following school year.
- b) In accordance with this determination the Board shall declare the Educational Assistants with least seniority in the system on layoff.
- c) The Board shall examine the school staffing needs and refer to the factors in Article 12.02 to determine whether an employee will retain a position in their current school and prepare a list of known vacancies.
- d) The Board shall then assign all employees who have submitted written request for voluntary transfer to **known** vacancies.

It is understood that an Educational Assistant will have the obligation to accept the transfer which was **requested**.

- e) Subject to the staffing level set by the Board for each year, the Board shall endeavour to place **an** employee who was on **an** approved leave of absence in the Same school/worksite **and** in a position equivalent to that held at the commencement of the leave but no guarantee of previous school/worksite

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES continued

12.03 **Bargaining Unit Notification** continued

and /or position can be given.

- f) The President of the Union shall be consulted prior to any employee being declared surplus.
- g) The Board shall post in each school a List of known vacancies.
- h) All employees in the bargaining unit may apply for vacancies.
- i) When an employee has been selected for a vacancy, that vacancy shall be considered filled and the employee's former position in turn shall be declared vacant and **posted**. By the last week in June, the **Board** will assign unassigned employees.
- j) If an unassigned employee does not accept a remaining vacancy then they **will** be declared on layoff and the layoff and recall procedures will apply (Article 13.00)
- k) The Board shall make every effort to accommodate placement of current employees.

12.04 All Educational Assistants in the employ of the Board as of January 1, 1995 shall **be** deemed qualified for Educational Assistant positions.

ARTICLE 13 - LAYOFFS AND RECALLS

13.01 **Layoff and Rehiring Procedure**

In **all** cases of layoff due to a reduction in the work force, employees shall **be** laid off in the reverse order of their seniority. Employees shall **be** recalled in the order of their seniority, providing they are **qualified** to **do** the work.

13.02 **No New Employees**

No new employees will **be hired** until those **laid** off within the previous two **(2)** years have been recalled. Notice of recall shall **be** sent by mail to the employee's latest address shown in the Board's records. It shall **be** the responsibility of the employee to advise the Board of any change of address.

13.03 **Notice of Layoff**

The employer shall notify employees who have been laid off and who have been employed for three (3) months **or** more, **as** follows:

- a) one week's notice in writing to the employee if the **period** of employment **is** less than **two (2)** years;
- b) two weeks' notice in writing to the employee if the **period** of employment is two **(2)** years or more but less **than** five **(5)** years;
- c) four weeks' notice in writing to the employee if the **period** of employment is five **(5)** years or more but less than ten (10) years; **and**.
- d) eight **weeks'** notice in writing to the employee if the **period** of employment is ten (10) years or more.

13.04

Article 13 shall not apply to casual employees.

ARTICLE 14 - HOURS OF WORK

14.01 Hours

- a) The normal **work** week for Secretarial/Clerical employees shall be thirty-five (35) hours comprised of five (5) seven (7) **hour** days Monday to Friday inclusive. The normal work day shall commence no earlier than 8:00 a.m. and finish no later than 5:00 p.m. with a lunch **period** not exceeding one (1) hour and a fifteen (15) minute rest period before **noon** and a fifteen (15) minute rest period in the **afternoon**.
- b) The normal work **week** for Educational Assistants, shall be thirty-two and one-half (32.5) hours comprised of five (5), ~~six~~ and one-half (6.5) hour days, Monday to Friday inclusive. The normal **work** day shall commence no earlier than 8:00 a.m. and finish no later than 4:00 p.m. with a lunch **period** not less than one-half (0.5) hour and not more than one (1) hour, and a fifteen (15) minute rest period before **noon** and a fifteen (15) minute rest period in the **afternoon**. If an Educational Assistant is assigned to work in more than one (1) school, travel time between locations shall be considered time **worked**.

ARTICLE 15 - OVERTIME

15.01 Overtime Defined

All authorized time worked beyond the **normal** 35 hour week or beyond the normal 7 hour 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 Superintendent of Personnel.

15.02 Overtime Rates

Overtime shall be paid at the rate of time and one-half.

15.03 No Layoff to Compensate for Overtime

Employees shall **not be** required to **layoff** during **regular hours** to **equalize any** overtime **worked**.

15.04 Overtime for Part-Time Employees

Overtime shall **be** payable to part-time employees covered by this Agreement only if the employee in question is **required** and duly authorized to **work** more than 35 hours in any **week** or more than 7 hours in any day and in ~~the~~ event overtime shall be payable at the rate of time and one-half for those hours in excess of thirty-five (35) **hours per week** or seven (7) **hours per day**.

15.05 **An** employee who is **recalled after** the completion of **his/her** regular **work day** shall be paid a minimum of two (2) hours **at the** overtime **rate**. It is agreed that this provision shall **not** apply to **pre-scheduled** overtime.

15.06 Employees temporarily assigned to the **work** of a higher classification shall receive the rate of pay of the higher classification on the eleventh (11th) consecutive day.

Employees **who** request to **be** assigned to the **work** of a **lower** classification shall receive the **rate of** pay of the lower classification immediately upon commencing the **work of** the lesser paying position.

Employees **who are** permanently assigned to the **work** of a **lower classification** shall have their rate of pay **red-circled**.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

The **Board** recognizes the **following** as paid holidays for employees other than casual employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday or an alternate day as determined by the Board	Christmas Day
Victoria Day	Boxing Day
Canada Day	A half-day before Christmas Day and a half-day
Civic Holiday	before New Year's Day for employees who
and any other day proclaimed as a public holiday by the Federal or Provincial Government.	normally work during the Christmas Break

Employees shall not be entitled to pay for **any of** the above listed holidays falling within regularly scheduled layoffs.

An employee shall not be entitled to a paid holiday during a layoff not regularly scheduled **unless** the employee has **worked at least two (2)** work days in the week in which the paid holiday occurs or is observed week being **defined** as the period Monday to Friday inclusive.

16.02 Holidays Falling on Weekend

When any of the above noted holidays fall on a Saturday or Sunday and **are** not proclaimed as being observed on some other day, the previous Friday and/or the following Monday, **as** decided by the **Board**, shall be deemed to be the holiday or holidays for the **purpose** of **this** Agreement

16.03 Holiday Pay

Employees who are not required to **work** on the above holidays shall receive holiday pay **equal** to one normal day's pay. Employees who **are** required and duly authorized to **work** shall be paid the regular overtime rate for the hours worked, in addition to being paid for the holiday.

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

Full-time twelve month and part-time twelve month employees shall receive **an annual** vacation with pay in accordance with **credited service** as of June 30th prior to the commencement of the vacation **period** as follows:

Less than one year	One working day for each completed month with a maximum of ten days
After one year	Two weeks
After three years	Three weeks
After ten years	Four weeks
After Eighteen years	Five weeks

Full-time ten month and part-time ten **month** employees shall receive **an** annual vacation with pay in accordance **with** credited service as of June 30th prior to the commencement of the vacation period **as follows**:

Less than one year	One working day for each completed month with a maximum of ten days
After one year	Two weeks
After four years	Three weeks
After twelve years	Four weeks
After twenty-two years	Five weeks

ARTICLE 17 - VACATIONS *continued*

17.01 Length of Vacation *continued*

Employees scheduled to **work** less than a full year will take their vacation entitlement during the **Christmas** Holidays and/or Mid-Winter **Break** (exclusive of paid holidays as set out in Article 14.01 falling within the Christmas Holidays and Mid-Winter Break) and if the total vacation entitlement cannot be satisfied during these periods, the remaining entitlement shall be taken on days mutually agreed upon by the **Board** or its designate and the Employee.

Casual Employees shall receive vacation pay in lieu of a paid vacation according to the following schedule and calculated as of June 30th and based upon **total earnings** during the previous 12-month period:

Less than one year	4%
After one year	4%

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day's vacation for each holiday, in addition to his/her regular vacation time.

17.03 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

17.04 Vacation Pay on Termination

An employee terminating his/her employment at any time shall be entitled to a proportionate payment of salary or wages in lieu of any unused vacation.

17.05 Unbroken Vacation Period

An employee shall be entitled to receive his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Board.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, quarantined by reason of exposure to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

18.02 Amount of Sick Leave

For employees whose normal work year is 12 months, sick leave shall be earned on the basis of 24 days per year, the unused portion of which may be accumulated to a maximum of 240 days. For employees whose normal work year is 10 months, sick leave shall be earned on the basis of 20 days per year, the unused portion of which may be accumulated to a maximum of 200 days. Employees working less than 35 hours per week shall earn sick days on an appropriate prorated basis.

18.03 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) that the employee is absent for reasons defined in 16.01. Absence on account of illness for less than half a day shall not be deducted. Absence for half a day or more, and less than a full day, shall be deducted as one-half day.

ARTICLE 18 - SICK LEAVE PROVISIONS continued

18.04 Proof of Illness

An employee may be required to produce a certificate from a **qualified** medical practitioner for any illness in excess of three working days, certifying that such employee is unable to carry out his/her duties due to illness.

18.05 Sick Leave During Leave of Absence

The **Board** will comply with the Employment **Standards Act**. Notwithstanding the above, sick leave credits will accrue during statutory Pregnancy and Parental leaves.

18.06 Supplementation of Compensation Award

An employee prevented from performing his/her regular work with the **Board** on account of an occupational accident that is recognized by the **Workers' Compensation Board** as compensable within the meaning of the **Compensation Act**, shall receive from the Board the difference between the amount payable by the **Workers' Compensation Board** and his/her regular salary to the extent of the employee's accumulated sick leave.

18.07 Retirement Gratuity

A retirement gratuity will be paid to an eligible employee who retires because of age or poor health after fifteen (15) years' continuous service with this Board or a predecessor of this Board, such continuous service to be immediately prior to retirement. Retirement because of age means compulsory retirement at age 65 in accordance with the Board's retirement policy. Retirement because of poor health will require substantiation by a physician acceptable to the Board. The retirement gratuity will be based on the following formula and is subject to limitations on such gratuity as specified in Section 155 (1) of The Education Act 1974:

a
 $240 \times b\%$ of annual salary at date of retirement where "a" is the number of days of cumulative sick leave credits (not to exceed 240) at date of retirement and b% is a percent based on the following schedule:

<u>Completed Years of Continuous Service with this Board or a Predecessor of this Board</u>	<u>Percent</u>
15	30
16	32
17	34

and 2% additional per completed year to a maximum of 50%.

18.08 Return from Sick Leave or Long Term Disability

Upon return from sick leave or long term disability, (paid or unpaid), an employee shall be guaranteed the same or equivalent position.

19.01 - LEAVE OF ABSENCE

19.01 For Bargaining Unit Business

- (a) Where permission has been granted to representatives of the Bargaining Unit to leave their employment temporarily in order to carry on negotiations with the Board, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- (b) Effective September 1, 1995, the Board shall grant a leave of absence for the period of the term of office to the President of the Bargaining Unit. Such leave shall provide release time of up to ten (10) days of the President's regularly scheduled work days with prior approval of the immediate supervisor outside the Bargaining Unit. The Bargaining Unit will reimburse the Board for the costs of any replacement employees required by the granting of the leave.

19.02 Bargaining Unit Conventions

Leave of Absence shall be granted to Members upon request to the Board to represent the Bargaining Unit or to attend Union conventions or seminars. If such leave involves two or more members from the Same location at the same time prior approval should be obtained from the Superintendent. Such leave shall not exceed a total of ten (10) working days in any calendar year. The Bargaining Unit will reimburse the Board for the costs of replacement employees.

19.03 Bereavement Leave

- a) For all approved absence, deductions will be made from sick leave. The following are approved:
 - Funerals (i) Immediate family • 3 days plus reasonable travel time
 - (ii) Close Relative • 1 day plus reasonable travel time
- b) An employee shall be granted up to one (1) day without pay for the funeral of a friend.

19.04 Jury or court W

The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a witness in any court. The Board shall pay such an employee the difference between his/her normal earnings and the payment she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

19.05 Pregnancy Leave

Pregnancy Leave shall be in accordance with the Employment Standards Amendment Act (Pregnancy & Parental Leave), 1990. (See Appendix A.)

19.06 Parental Leave

Parental Leave shall be in accordance with the Employment Standards Amendment Act (Regnancy & Parental Leave), 1990. (See Appendix A.)

19.07 Personal Leave

- a) No deduction from salary or sick leave will be made for an employee who is subject to quarantine.
- b) Subject to the approval of the Board, an employee may be granted personal leave, without pay, to a maximum of two (2) days per year.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 **Pay Days (Full-Time and Part-Time Employees)**

The Board shall pay salaries and wages in accordance with the attached schedules "A" and "B". Payment will be made every second week. The Board shall deposit directly, into each employee's account in a financial institution with capabilities for electronic transfer of funds. all payments provided for in this Article. This shall be effective the first day of the school year following the date of ratification or earlier by mutual consent of both parties.

20.02 **Mileage Allowance**

Employees required to use their own vehicles on behalf of the Board's business shall be paid a travel allowance in accordance with the Board's Policy on payment of travel allowance to its employees, subject to a minimum payment of \$2.00 per occasion.

It is understood and agreed that mileage allowance is not payable for travelling from one's residence to place of employment or from one's place of employment to one's residence except when specifically called in on an emergency.

20.03 **St. John Ambulance First Aid Course**

The Board agrees to pay the course registration fee and the cost of any required course materials for employees other than casual employees who successfully complete the St. John Ambulance First Aid course.

ARTICLE 21 - STAFF BENEFITS

21.01 **Pension**

In addition to the Canada Pension Plan, every eligible 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.

21.02 **Group Life Insurance**

The Board will pay 90% of the premium cost of \$30,000 coverage for the following employees who wish to participate:

- Full-time twelve month employees
- Full-time ten month employees
- Part-time twelve month employees working regularly more than 24 hours per week
- Part-time ten month employees working regularly more than 24 hours per week

21.03 **Group Long Term Disability**

The Board will pay 90% of the premium cost of the employees who wish to participate in the Plan.

21.04 **Extended Health Benefits Plan**

The Board will pay 90% of the premium cost for the following employees who wish to participate in the plan in force from time to time, including vision care coverage of \$150.00 every two years:

- Full-time twelve month employees
- Full-time ten month employees
- Part-time twelve month employees working regularly more than 24 hours per week
- Part-time ten month employees working regularly more than 24 hours per week

ARTICLE 21 - STAFF BENEFITS continued

21.05 Dental Plan

The Board agrees to pay, effective the first of the month following the date of ratification, 80% of the premium cost of Blue Cross' Dental Plan Seven (7) including Rider #1 or for equivalent coverage. The 1992 O.D.A. Schedule of Fees shall apply, effective the first of the month following the **date** of ratification.

21.06 A copy of applicable sections of the Group Master Policy or Policies of the Insured Benefit Plan shall be given to the Bargaining Unit. In the event that the Board decides to change **carrier(s)** of the **Plan**, the **Board** agrees to implement the Same coverage **as** described in the Master Policy or such other plan **that** the Bargaining Unit agrees is appropriate **as** a substitute. No amendment to the plan shall **be** made without consultation with the Bargaining Unit.

21.07 **An** employee may continue to participate in the benefit plan after retirement to age 65 by the employee paying 100% of the premium costs.

ARTICLE 22 - SELF FUNDED LEAVE PLAN

22.01 Description

The Self Funded Leave Plan has been developed to afford employees the opportunity of taking up to a one-year leave of absence and, through deferral of **salary**, finance the leave subject to the regulations under the Income ~~Tax~~ Act.

22.02 Qualifications

In **order** to be eligible to participate in the plan, an employee must have three **years** service with the **Board**.

22.03 Application

- a) An employee must make written application to the Director of Education on or before **March 31** requesting **approval** to participate in the plan.
- b) **On** or before April 30 the **Director** of Education or designate **will** reply in writing **stating** whether or not **the** application has been approved **and** providing **an** explanation if the application **has** been **denied**.
- c) The right to reject **or** approve individual requests to participate in the plan shall rest solely with the Board. The major but not the sole criterion to **be used** in granting approval for participation in the plan **will** be years of **service** with The **Bruce** County **Board** of Education.

22.04 Salary Formula

- a) In each **year** of the Plan **preceding** the year of the leave, an **employee** will **be** paid 80% of his/her **annual salary**. The remaining 20% of annual **salary** shall **be** deferred and deposited to a **separate** trust account **at** the Chesley Ontario branch of the Canadian Imperial **Bank** of Commerce with **an** account heading "The Bruce County **Board** of Education In Trust for (name of employee)", The **amount** deposited to **this** account together with interest **earned** shall **be** retained for the employee to finance the year of leave. 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.
- b) At the commencement 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 **Board** of Education to pay **the** employee's **salary**, and **no** further interest shall **be** earned.

ARTICLE 22 - SELF FUNDED LEAVE PLAN continued

22.04 Salary Formula

- c) On or **before August 31**, just prior to commencement **of** the leave, the participating employee shall select one of **the** following methods **of salary** payment for the leave **of** absence:
 - (i) **A** lump sum payment of the entire year's **salary** on or before September 20.
 - (ii) 40% of **salary** on **or before** September 20 and 60% of **salary** on or before January 20. **If** this option is selected the Employee may continue to **direct** the **type** of investment account to **be used** for the 60% amount retained to January 20. Payment on **January 20** will include the **total** amount **on** deposit together with interest earned up to and including that date.
 - (iii) Payment **as per** method detailed in **the** collective agreement **in** force at the time.
- d) The type of investment account shall **be** selected by the employee who will inform the **Bank** and the Board by **August 15** of each year regarding the type of investment account into which the **current** amount and/or new deposits will **be** placed **for** the **period** September 1 to **August 31**. Notwithstanding the above, with the approval **of** the Chesley Ontario Canadian Imperial **Bank** of Commerce, the employee may **direct**. **during** the **period** September 1 to **August 31**, a change in the **type** of investment account previously selected.

22.05 Staff Benefits

- a) While an employee is enrolled in the **Plan** and not on leave, **and subject** to the approval of the carrier, any **salary** related **staff** benefits **shall be** maintained at the same level **as** if the employee was receiving 100% of his/her **salary**. While on leave **staff** 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 she **not** been enrolled in the **Plan**. and **subject to** the approval of the carrier.
- b) While on leave, the total **premium cost** for all **staff** benefits shall **be** paid by the employee.

22.06 General Conditions

- a) Upon return from leave **the** employee **shall be** entitled to **sick** leave **credits** accumulated prior to commencement **of** the leave **but** no **sick** leave credits may **be earned** during the leave.
- b) Employees on **permanent layoff** **must** **withdraw from** the **Plan**.
- c) An employee may withdraw from the **Plan** any time prior to **March 1** of the calendar year in which the leave **is to be** taken, Any exceptions to the aforesaid shall **be at** the discretion of the Board.
- d) 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.
- e) In the event that a suitable replacement **cannot** be hired **for** an employee who has been granted a leave, the **Board** may defer the time of the leave. **In** this instance, an employee may choose to **remain** in the **Plan** or **withdraw from** the **Plan**.
- f) Should an employee die while participating in the **Plan**. any monies accumulated, plus **interest accrued** at the time of death will **be** paid to the employee's estate.



ARTICLE 22 - SELF FUNDED LEAVE PLAN continued

22.06 General Conditions

- g) All employees wishing to participate in **the Plan** shall **be required to** sign a contract supplied by the Board **before final** approval for **participation will be granted**.
- h) The **board** will cooperate in making such pension deductions **as** are requested by the employee **and** approved by OMERS.
- i) Every employee participating in the Self Funded Leave **Plan** shall receive a semi-annual review statement copy of **his/her S.F.L.P.** trust account by January 1 and June 30 of **each** year indicating **the** following:
 - (i) current contribution;
 - (ii) current interest earned;
 - (iii) total **contributions** to date;
 - (iv) total interest to date.

ARTICLE 23 - COPIES OF AGREEMENT

23.01 Copies of Agreement

The Bargaining Unit **and** the Board **desire** every employee **to be** familiar with **the** provisions of this Agreement **and his/her** rights **and** duties under it. For **this** reason the Board will **provide** one copy for each employee covered by **this** Agreement.

ARTICLE 24 - TERM OF AGREEMENT

24.01 Effective Date

This Agreement **shall be** binding **and remain** in effect from January 1, 1993 to December 31, 1995 and shall continue **from** year to **year** thereafter unless either party gives to the **other party** notice in **within** ninety (90) days prior **to** the expiration **date of** its **desire** to renew the Agreement.

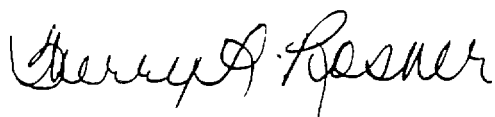
24.02 Notice of Changes

Within fifteen (15) working days **if** 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** consummate a **revised** or new Agreement.

24.03 No Reprisals

No member of the bargaining unit shall suffer reprisals or harassment for his/her participation in **or** actions during the **strike** by **the** Board or the Bargaining **Unit**

Signed on behalf of the
Ontario Secondary School Teachers' Federation, District 44
Educational Support Services Branch



President



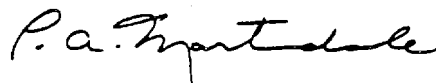
Secretary

OSSTF-ESS Representative

Signed on behalf of
The Bruce County Board of Education



chairman



Director of Education and
Secretary

SALARIES AND CLASSIFICATIONS - SCHEDULE "A"

SECRETARIAL AND CLERICAL

Except for special cases approved by the Director of Education all personnel shall be hired on a ten month basis and the relevant staff benefits and regulations for ten month employees shall apply.

Effective January 1, 1993

Effective January 1, 1995

<u>*Years of Experience</u>	<u>CLASSIFICATION</u>			<u>*Years of Experience</u>	<u>CLASSIFICATION</u>		
	<u>I</u>	<u>II</u>	<u>III</u>		<u>I</u>	<u>II</u>	<u>III</u>
0	13.65	14.08	15.44	0	13.69	14.12	15.49
1	14.10	14.48	15.83	1	14.14	14.52	15.88
2	14.54	14.87	16.27	2	14.57	14.92	16.32

* Advancement on the grid is effective the first day of the month following the anniversary date of commencement of employment.

Employees in Classification III will receive a responsibility allowance of \$652.00 plus supervisory allowance of \$269.00 for supervision of each full-time employee (twelve month and ten month) and \$134.00 for supervision of each part-time employee (twelve month and ten month).

During the term of this Agreement, no employee in Classification III shall receive a responsibility and supervisory allowance which in total is less than the supervisory allowance paid to that employee under the Salary Schedule effective September 1, 1974.

Casual Employees will receive the minimum hourly rate of Classification I unless otherwise approved by the Superintendent of Personnel as a special case.

SALARIES AND CLASSIFICATIONS - SCHEDULE "B"

EDUCATIONAL ASSISTANTS

Effective January 1, 1993

Effective January 1, 1995

<u>*Years of Experience</u>	<u>Classification</u>		<u>*Years of Experience</u>	<u>Hourly Rate</u>
	<u>I</u>	<u>II</u>		
0	13.17	13.49	0	13.53
1	13.66	14.00	1	14.04
2	14.15	14.49	2	14.53
3	14.54	14.87	3	14.92

* Advancement on the grid is effective the first day of the month following the anniversary date of commencement of employment.

Casual Employees will receive the minimum hourly rate unless otherwise approved by the Superintendent of Personnel as a special case.

APPENDIX A

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 LEAVE

EXTRACT FROM THE EMPLOYMENT STANDARDS ACT

35. 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 ~~mat~~ the child as his or her own;

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

"pregnancy leave" means a leave of absence under subsection 36 (1).

36. (1) 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.
37. (1) Subsection 36 (3) does not apply in the case of an employee who stops working because of complications caused by his/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 his/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.
38. (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.

PREGNANCY LEAVE

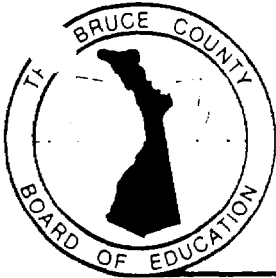
EXTRACT FROM THE EMPLOYMENT STANDARDS ACT continued

- 38a. (1) **An** employee who has **been** employed by his **or** her employer for a 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 that 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.
- 38b. (1) Subsection 38a (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 **that** 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 employee written notice **that** the employee wishes to take leave within two weeks **after** **the** employee **stops** working.
- 38c. **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.
- 38d. (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.
- 38e. (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.

PREGNANCY LEAVE

EXTRACT FROM THE EMPLOYMENT STANDARDS ACT continued

- 38e. (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) Seniority continues to accrue during pregnancy leave or parental leave.
- 38f. (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 wages 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.
- 38g. 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.
- 38h. (1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force and who would have been entitled to pregnancy leave if section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 had come into force before she stopped work.
- (2) A person to whom this section applies shall be deemed to have taken a pregnancy leave beginning when the person stopped work if,
- (a) the stopping of work was related to the person's pregnancy; and
- (b) when the person stopped work, she was not entitled to pregnancy leave.
- 38i. (1) This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force, whether or not the person took a pregnancy leave that ended during that period, or whose pregnancy leave ended during that period and who did not return to work if the person would have been entitled to parental leave had section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 come into force before the person stopped work or before the pregnancy leave ended.
- (2) A person to whom this section applies shall be deemed to have taken a parental leave beginning when the person stopped work or when the person's pregnancy leave ended if the stopping of work or the not returning to work was related to the birth of a child or to the coming of a child into the custody, care and control of a parent for the first time.
- 38j. Section 38e does not apply in respect of any period before this section comes into force.



The Bruce County Board of Education

Box 190, 351 - 1st Ave. N.

CHESLEY, Ontario NOG 1L0

Telephone: (519)363-2014

Fax No.: (519) 363-3448

June 6, 1995

Without Prejudice

LETTER OF UNDERSTANDING
Between
OSSTF-ESS
and
The Bruce County Board of Education

The parties agree that the change from **two** classifications to one classification for Educational Assistants was proposed for the purpose of simplifying administrative functions such **as** transfer and **is** without prejudice to positions which may **be** taken concerning a Pay Equity Plan.

Sherry J. Resner

(for OSSTF-ESS)

(for the **Board**)

P. A. Mordale

Margaret Beloren

(for OSSTF-ESS)

(for the **Board**)

Donald J. H. H.