



COLLECTIVE AGREEMENT

BETWEEN

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(hereinafter called the "OSSTF" or "Union")

Representing

Office Professionals and Technicians Bargaining Unit
of District 7, of the Ontario Secondary School Teachers' Federation
Employed by the Board
(hereinafter called the "Bargaining Unit")

and

BLUEWATER DISTRICT SCHOOL BOARD
(hereinafter called the "Employer" or "Board")

EFFECTIVE

SEPTEMBER 1, 2003 TO AUGUST 31, 2004

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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, Office Professionals and Technicians 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, and 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 office professionals and technical Employees of the Bluewater District School Board, save and except supervisors, persons above the rank of supervisor, executive assistants, administrative assistants, 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 Office Professionals and Technicians 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
- a) The Board recognizes the right of Employees to have an OSSTF representative and/or legal counsel present during any meetings with the Employer in which concerns about the conduct which may lead to discipline or competence of the Employee are being considered.
- b) 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 AEmployee≡ shall mean a person employed by the Board who is a member of the Bargaining Unit described in Article 2.01 of this agreement. A full-time employee works regularly 35 hours per week and a part-time employee works regularly fewer than 35 hours per week. The following types of Employees shall be recognized: twelve (12) month, ten (10) month and temporary.
- 3.02 ATemporary Employees≡ shall mean persons employed by the Board on a temporary or casual 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 leaves of absence. Temporary Employees will not be hired for periods longer than one year. Notwithstanding 23.01, Temporary Employees shall be entitled to accumulate two (2) days of sick leave per month where the assignment is known in advance to be at least six months duration. Where the assignment is expected to last less than six months but is extended, the employee shall accumulate two sick leave days per month commencing the first day of the seventh month in the assignment. Such sick leave days shall not accumulate beyond the end of the temporary assignment and may not be

transferred to another temporary assignment. Temporary Employees are excluded from the provisions of articles 14, 15, 16 and 18. Employment for subsequent temporary postings is considered a new assignment. These Employees will pay union dues.

- 3.03 A Probationary Employee shall mean a person employed by the Board in a permanent position who has not completed six (6) months of continuous employment but shall not include a temporary Employee.
- 3.04 "Nearest worksite to the Employee's home" – an Employee shall designate the worksite nearest to the Employee's home at the time of ratification. This designation shall remain in place despite a closure of such location. In the event of a dispute with respect to the distance between worksites, the Staff Advisory Committee shall assign members to determine the actual distance between two worksites.

ARTICLE 4 - TERM OF AGREEMENT

- 4.01 This Agreement shall be in effect from September 1, 2003 and shall continue in force up to and including August 31, 2004 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 A strike and A 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 Employees' duties during the dispute. The job descriptions for employees of this bargaining group shall not be altered during such labour 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:
- a) maintain order, discipline and efficiency;
 - b) hire, promote, demote, classify, transfer, lay off and retire Employees;
 - c) discipline, suspend or discharge an Employee for just cause;
 - d) make, enforce and alter, from time to time, rules and regulations to be observed by the Employees;
 - e) 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 Prior to the establishment or modification of Board policy or procedure which will affect Employees, the Board shall consult with the Bargaining Unit Executive.
- 6.04 Only Employees of the Bluewater District School Board will have responsibility for supervision. In work places where functions are joint ventures of the Bluewater District School Board and other employers, routine coordination of work duties may be performed by Employees of any of the employers involved.
- 6.05 The Board shall not exercise its managerial rights in a manner that will discriminate against or treat unfairly any 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 because of 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 by-laws of the Union. All Employees hired subsequent to July 5, 2000 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:
- a list of Employees showing their names, work locations, home addresses and job classifications;
 - job postings, job awards, promotions, transfers, hires and temporary appointments;
 - discharges, suspensions, demotions, written warnings, lay-offs, resignations, retirements and deaths;
 - information related to salaries and fringe benefits including pension, sick leave plans and vacation.
 - provision of Ministry Estimates, Audited Financial Statements and budgetary documents released in public session of the Board

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, Office Professionals and Technicians 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 a) 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.
- b) The parties shall be defined as the Union and the Employer.
- c) Within Article 11 and Article 12, a "working day" shall be defined as a day other than Saturday, Sunday, or a holiday recognized under Article 21 of this Agreement.

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:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) 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:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) 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 timelines 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 - DISCIPLINE AND PERSONNEL FILES

- 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 involved, with a copy to the President of the Bargaining Unit.
- 12.02 An Employee's record shall not be used against the Employee at any time after twenty-four (24) months following 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.

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 and a written response will be provided.

- 12.03 Just Cause
An Employee may be disciplined, suspended or discharged only for just cause. During the probationary period, Employees 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 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 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 - STAFFING

- 13.01 A Staff Advisory Committee shall be established, composed of up to three Bargaining Unit representatives and three Board representatives. The Committee may request the attendance of resource personnel. The purpose of the committee will be to:
- review dates and procedures (including a review of whether the procedures have been followed) for placement, surplus, lay-off and recall
 - suggest areas for modification
 - review temporary positions
 - review enrolment data no later than November 15
 - examine projected enrolment numbers for the next school year and staff allocations to commence after May 1st

The Staff Advisory Committee shall meet within two (2) weeks upon request of either party.

- 13.02 The Staff Advisory Committee shall meet no later than November 15 to review the:
- OPT School Staffing Report
 - Staff allocation
 - Actual and budgeted October 31 ADE

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 lay-off 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 In compiling the seniority list all ties shall be broken based on the following criteria in order:
- 1) total experience with the Employer;
 - 2) total experience in the same job function with other Employers;
 - 3) by lot in a manner to be determined by the Employer and the Bargaining Unit.
- 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 may be extended, at the discretion of the Board, for lay-offs 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 - PROMOTIONS AND STAFF CHANGES

- 15.01 When a 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. Intra net and website posting will be considered as complying with these requirements. The notice shall specify the job title, duties, rate of pay and start date and end date, where applicable. Permanent Employees shall be given first consideration for any vacancy or position.

A temporary vacancy shall be posted as above for positions known in advance to be for at least seventeen weeks. Any subsequent resulting vacancies shall be offered to laid off Employees first, in accordance with Article 18, before being offered to permanent part-time Employees whenever it is possible to arrange the work schedule without disruption to the Employee's permanent position. A permanent Employee in a temporary position shall be ineligible to apply to another temporary position which would commence prior to the end date of the temporary position currently held by the Employee.

Temporary vacancies of less than seventeen weeks may be posted.

The Board will consult with the Bargaining Unit regarding all new positions and all temporary vacancies prior to posting.

The duration of a temporary position, as an expansion of a school or department staff complement, will not exceed one full year except by mutual consent of the parties. The duration of temporary positions resulting from the Board creating an alternative assignment for an Employee under article 18.05 (f) will be reviewed annually by the Staff Advisory Committee.

- 15.02 The Employer shall notify all Employees on lay off by email (BBS) of postings. An Employee may request, in writing, to receive postings by mail.
- 15.03 In the event that no permanent Employee applies for a posted position or that no permanent Employee has the knowledge, skills and ability to perform the duties of the posted position and no Employee with recall rights is able to fill the position, probationary Employees shall be considered before the vacancy is posted externally
- 15.04 An Employee wishing to participate in Professional Growth may apply for a temporary vacancy within the Bargaining Unit and if successful shall retain the right to their permanent position and status and maintain all the rights of the Collective Agreement.
- 15.05 Staff assignments, recalls, transfers or promotions will be made based on knowledge, skills and ability to perform the position (without formal training but with a reasonable orientation and familiarization period) with seniority as the determining factor where candidates are relatively equal.
- 15.06 Part-time to More-time Procedure in the Same Job Classification
If there is a vacancy which is a greater FTE position than the FTE status of those Employees on recall, such position shall be posted. Only permanent part-time Employees shall be eligible to apply. The successful candidate will be selected based on knowledge, skill and ability to perform the duties of the position. Where knowledge, skill and ability are relatively equal, seniority shall remain the determining criteria.
- 15.07 Part-time to More-time Procedure in a Higher Job Classification
If there is a vacancy in a classification (pay rate) higher than that held by Employees on lay-off, such position shall be posted. Only permanent part-time employees shall be eligible to apply. The successful candidate will be selected based on knowledge, skill and ability to perform the duties of the position. Where knowledge, skill and ability are relatively equal, seniority shall remain the determining criteria.
- 15.08 The first composite posting of all vacancies known as a June 1 shall be posted no later than the end of the first week in June.

ARTICLE 16 - TRANSFERS

- 16.01 In the event that the Board considers transferring an Employee, the Board agrees to consult with the Bargaining Unit prior to making any decision. The Board shall make reasonable efforts to make transfer arrangements which are acceptable to any transferring Employee.

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 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. In the event that the Board is not able to hire a Temporary Employee the extra work shall be offered to regular Employees and shall be subject to the overtime provisions of Article 20.
- 17.03 The Board will consult with the Bargaining Unit before approving roles performed by volunteers.
- 17.04.1 No permanent member of the Bargaining Unit (excluding those members identified in item II Letter of Understanding RE: Recall Procedures for Members on Lay-Off at Date of Ratification) as at the date of ratification of this Agreement shall be laid off prior to August 31, 2008. Once a member identified in item II Letter of Understanding has been recalled to a permanent position, then that member shall not be laid off again prior August 31, 2008

ARTICLE 18 - LAY-OFF AND RECALL

18.01 In the event of a lay-off, Employees shall be laid off in reverse order of their seniority. Employees shall continue to accumulate seniority while on lay-off. IT Department* positions shall be considered a distinct job classification for the purpose of lay-off only. In the event of a lay-off in IT, Employees in IT Department positions shall be laid off in reverse order of their seniority.

- IT Department: Network Engineer, Network Support Specialist, Admin. Support Specialist, LAN/WAN Support Specialist, Hardware/Software Support, Hardware Technician, Specialized Equipment Specialist. Other positions may be added with the agreement of the Board and the Bargaining Unit

18.02 The Employer shall notify the Bargaining Unit President of its decision to lay off or to declare Employees surplus to work locations prior to the notification of the Employees effected. The Employer shall notify Employees who have been laid off in accordance with the Employment Standards Act. Notwithstanding, a minimum of eight weeks notice of lay-off shall be provided to the Employee.

18.03 The Employer shall create a composite posting of all available vacancies resulting from lay-offs, resignations, leaves and retirements posted for three business days. This will be followed by subsequent posting(s) of all available vacancies resulting from filling previous vacancies posted for three business days. The remaining elements of the procedure shall be administered in accordance with Article 15 Promotion and Staff Changes and consistent with the remainder of Article 18. However, no Employee may increase full-time equivalency status until all Employees have been placed in or offered positions equal to their permanent status.

18.04 Remaining vacancies shall be offered to surplus Employees in order of seniority. An Employee shall be considered surplus when there is any reduction in the Employee's hours of work at any location. Provided the Employee has the knowledge, skill and ability to perform the duties of the position without formal training but with a reasonable orientation and familiarization period, the Employee shall have the option of accepting the reduction of hours or accepting equivalent hours in a new position in the same classification (pay rate) first, or in a lower classification (pay rate) next. An Employee may decline the offered position and choose, instead, to exercise bumping rights as outlined in 18.05 below.

The right of surplus employees to be offered vacancies will end following two refusals of permanent positions. Acceptance or response within two (2) business days is required or the next senior employee will be contacted.

18.05 Those Employees who remain surplus to a position following the posting and placement procedure identified in 18.03 and 18.04 shall have bumping rights (Note: IT Department Employees may only exercise bumping rights within IT to positions for which the Employee has the knowledge, skill and ability to perform the duties of the position without formal training but provided a reasonable orientation and familiarization period.).

In the sequence outlined and by seniority, and provided the Employee has the knowledge, skill and ability to perform the duties of the position without formal training but with a reasonable orientation and familiarization period, the surplus Employee(s) may:

- a. bump the least senior Employee in the same job title within a 30 km radius from the worksite nearest to the surplus Employee=s home. That least senior Employee=s full position shall be considered vacant.
- b. At the discretion of the Board, bump the least senior Employee within another job title and in the same classification (pay rate) within a 30 km radius from the worksite nearest to the surplus Employee=s home. That least senior Employee=s full position shall be considered vacant.
- c. At the discretion of the Board, bump the least senior Employee in a lower classification (pay rate) within a 30 km radius from the worksite nearest to the surplus Employee=s home. In such case, the Employee retains recall rights to the higher job title or job classification (pay rate) position where the Employee has the knowledge, skills and ability to perform the duties of the position without formal training but provided a reasonable orientation and familiarization period for two (2) years. The Employee shall continue to be paid

at the rate of the job classification from which the Employee was declared surplus for two (2) years. That least senior Employee's full position shall be considered vacant.

- d. Where an Employee is unable to exercise bumping rights under a), b) or c) above, the Employee shall be entitled to exercise the bumping rights in the same sequence based upon a 50 km radius from the surplus Employee's home.
- e. Where an Employee is unable to exercise bumping rights under a), b), or c) or d) above, the Employee shall be entitled to exercise the bumping rights in the same sequence anywhere within the Board
- f. In a situation where the Board exercised its discretion above and vetoed an Employee bumping into a different job title, or where the Employee was unable to obtain a position as a result of the bumping procedure, the Board, the Employee and the Bargaining Unit President shall meet to discuss an appropriate alternative assignment within a:
 - 1) 30 km radius from the worksite nearest to the surplus Employee's home where the Board exercised its discretion under b) or c) ab
 - 2) 50 km radius from the worksite nearest to the surplus Employee's home where the Board exercised its discretion under d) above.
 - 3) An equivalent distance from the position where the Board exercised its discretion under e)

The alternative assignment shall incorporate only the duties normally performed by the members of the Bargaining Unit at school offices and Board worksites. The Employee shall maintain the same rate of pay as that currently being held for the duration of the alternative assignment. The alternative assignments will be reviewed annually by the Staff Advisory Committee. The Employee shall retain recall rights to a future vacancy in a position based on entitlement and within the former job title or job classification (pay rate) position where the Employee has the knowledge, skills and ability to perform the duties of the position without formal training but provided a reasonable orientation and familiarization period.

- g. In the event that the alternative assignment shall not continue beyond one year, the Employee shall be allowed to exercise bumping rights, in sequence. In such case, the Employee shall be paid at the appropriate job title pay rate but shall retain recall rights to a future vacancy in a position within the same job title held prior to being declared surplus.

Positions that are being filled by temporary employees shall be considered vacant.

- 18.06 An Employee may elect to take a lay-off in preference to a transfer under this procedure.

Recall

- 18.07 Employees shall be recalled in order of greatest seniority to a position within the same classification (pay rate) first, or lower classification next, from which the Employee was laid off. In the case of an Employee accepting recall to a lower classification (pay rate), that Employee shall retain recall rights to the classification from which the Employee was laid off. No Employee may increase his/her full-time equivalent status as a result of recall under 18.07.

18.08 Part-time to More-time Procedure In the Same Job Classification:

- a. If there is a vacancy which is a greater FTE position than the FTE status of those Employees on recall, such position shall be posted. Only permanent part-time Employees shall be eligible to apply. The successful candidate will be selected based on knowledge, skill and ability to perform the duties of the position. Where knowledge, skills and ability are relatively equal, seniority shall remain the determining criteria.
- b. If the position is not filled by a permanent part-time Employee, the position shall be offered to the most senior Employee on recall with the knowledge, skills and ability to perform the job without formal training but provided a reasonable orientation and familiarization period.

18.09 Part-time to More-time Procedure In A Higher Job Classification:

- a. If there is a vacancy in a classification (pay rate) higher than that held by Employees on lay off, such position shall be posted. Only part-time Employees shall be eligible to apply. The successful candidate will be selected based on knowledge, skills and ability to perform the duties of the position. Where knowledge, skills and ability are relatively equal, seniority shall remain the determining criteria.
 - b. If the position is not filled by a permanent part-time Employee, such position shall be offered to interested Employees on lay off and a competition shall occur. The successful candidate will be selected based on knowledge, skills and ability to perform the duties of the position. Where knowledge, skill and ability are relatively equal, seniority shall remain the determining criteria. If there is no internal candidate with the knowledge, skills and ability to fill the position, external advertising may occur.
- 18.09 An Employee who accepts recall to a position in accordance with this Article shall be reinstated as though there had been no interruption of service. Where such recall is to a temporary position, the Employee shall be ineligible to apply to another temporary position which would commence prior to the end date of the temporary position currently held by the Employee. An Employee who has been recalled to a permanent position shall then be subject to the provisions of article 17.04
- 18.11 An Employee may decline to accept a position to which the Employee has been recalled without losing recall rights
- 18.12 No new Employees shall be hired until those laid off have been offered positions through the above outlined process.
- 18.13 All Employees eligible for recall shall file with the Employer and the Bargaining Unit their most recent address and telephone number.
- 18.14 Recall rights expire two years from the date of lay-off with extension for periods of temporary employment with the Board.
- 18.15 The names of those Employees on the recall list will be maintained and available to all work sites. These Employees shall be called upon to replace for relief, e.g., sick leave and leave of absence of up to 17 weeks for a position for which the surplus Employee has the knowledge, skills and ability to perform the job without formal training but provided a reasonable orientation and familiarization period prior to calling casuals.

ARTICLE 19 - HOURS OF WORK

- 19.01 The normal work week for full-time Employees shall be thirty-five (35) hours comprised of five (5) seven (7) hour days Monday to Friday inclusive. The work day shall start no earlier than 8:00 a.m. and finish no later than 4:30 p.m. with an unpaid lunch period not less than 30 minutes or exceeding one (1) hour.
- 19.02 Employees are entitled to one (1) fifteen minute rest period each morning and afternoon at the time designated by their immediate supervisor.
- 19.03 Because of the nature of their duties, Technicians may be expected to depart from these hours of work. Based on maintaining department coverage to meet program delivery, projects or emergency needs, reasonable and flexible changes will be considered. Requests for a flexible schedule, only on a periodic basis, may be approved by the immediate supervisor.
- 19.04 All 12 month Employees may work a flexible work week during school vacation periods. The hours of work will be approved by the immediate supervisor and forwarded to the Administrator of Employee Relations.
- 19.05 In compliance with 19.01, the work schedule for permanent part-time Employees shall be set by mutual agreement of the Board and the affected Employee.
- 19.06 Work hours other than specified above shall be at the discretion of the Administrator of Employee Relations in consultation with the Bargaining Unit President. Any changes to an Employee's current hours of work shall be

set by mutual agreement of the Board and the affected Employee.

19.07 Work hours to include reasonable time to complete duties related to off-site banking and handling of school mail, In such case, mileage will be paid per kilometer as based upon the current Board rate.

ARTICLE 20 - OVERTIME

20.01 All time worked beyond the normal seven (7) hour day and all time worked on Saturday, Sunday or 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 immediate supervisor or the Administrator of Employee Relations.

Notwithstanding the above, for Employees working a flexible four day work week, all time worked beyond nine (9) hours per day and all time worked on a Saturday, Sunday or 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 Supervisor or the Administrator of Employee Relations.

It is agreed that such overtime will be voluntary.

20.02 Overtime shall be credited at a rate of one and a half (1 1/2) times the regular rate and two (2) times the regular rate on a Sunday or holiday

20.03 An Employee may take time off with pay in lieu of overtime payment for overtime credited in accordance with Article 20.02. It is agreed that such lieu time may be accumulated to 35 hours at any time and with the agreement of the immediate supervisor lieu time may be accumulated further, provided that a schedule for taking the time is planned in advance. Time off shall be scheduled with mutual agreement of the Employee and the immediate supervisor. In situations where, because of continuing pressure of work, it is not feasible to arrange time off prior to the end of the school year, the Employee shall be paid the overtime.

20.04 An Employee who is recalled after the regular work day will be paid a minimum of two (2) hours at the overtime rate charged to the department or school budget. Mileage and work time will be calculated from home to work and back home.

20.05 If an Employee is required to work nine and one half (9 1/2) consecutive hours in any given work period, the Employee will be given a meal allowance of \$15.00 upon submission of receipts. This provision does not apply to those Employees who are working a flexible four (4) day work week.

ARTICLE 21 - HOLIDAYS

21.01 The Board recognizes the following as paid holidays for Employees:

- | | |
|----------------|------------------|
| New Year=s Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

Employees covered under this Agreement, including 10-month Employees, shall be entitled to one floating holiday in addition to the above mentioned holidays. If and when a public holiday is proclaimed by either the Federal or Provincial Government, the floating holiday shall be eliminated on January 1st of the year the proclaimed holiday comes into effect.

Ten-month Employees are not eligible to receive holiday pay for any holidays which occur during a regularly scheduled lay-off time. Notwithstanding, ten month Employees shall be paid a day in lieu of Canada Day. Such day shall be paid on the last scheduled pay date in June.

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

21.03 Payment of holidays will be pro-rated for part-time Employees on the basis of their FTE status.

ARTICLE 22 - VACATIONS

22.01 Employees shall receive an annual vacation with pay in accordance with current full-time equivalency and length of continuous service in the Bargaining Unit as of June 30th prior to the vacation period as follows:

12 Month Employees

Less than one year	One working day for each completed month to a max. of ten days
After one year	Two weeks
After three years	Three weeks
After nine years	Four weeks
After seventeen years	Five weeks
After twenty-five years	Six weeks

Ten (10) Month Employees Only

Annual vacation entitlement for Employees working on a 10 month basis, vacation year being September 1 through June 30, shall be Christmas break and winter break, subject to increments as follows:

Less than one year	One working day for each completed month to a maximum of ten days
After 12 months	Two weeks
After 36 months	Three weeks
After 108 months	Four weeks
After 204 months	Five weeks
After 300 months	Six weeks

Effective September 1, 2003

Annual vacation entitlement for Employees working on a 10 month basis, vacation year being September 1 through June 30, shall be Christmas break and winter break, subject to increments as follows:

Less than one full school year	One working day for each completed month to a max. of ten days
After one full school year	Two weeks
After three full school years	Three weeks
After nine full school years	Four weeks
After seventeen full school years	Five weeks
After twenty-five full school years	Six weeks

Ten-month 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 regular pay days.

22.01.01 During the school year, approval of vacation requests will be contingent on school and student needs as determined by the discretion of the immediate supervisor. Where such request is denied, the Employee may appeal to the Administrator of Employee Relations.

22.02 Ten-month Employees shall take 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). Employees may request an unpaid leave of absence with the approval of their immediate supervisor and the request should not exceed the total number of remaining days in accordance with Article 22.01 above.

- 22.03 If a paid holiday falls or is observed during an Employee=s vacation period, the Employee shall be granted an additional day=s vacation for each holiday
- 22.04 It is understood that except in extreme emergency, an Employee shall take each year the vacation to which the Employee is entitled. However, if the vacation is not taken because of the Board=s request, vacation credit shall be cumulative and shall apply at a later date.
- 22.05 A 12-month Employee shall be entitled to a proportionate payment of salary or wages in lieu of any unused vacation when the Employee terminates employment.
- 22.06 Temporary Employees shall receive vacation pay calculated at 4% in lieu of a paid vacation on each pay cheque.
- 22.07 In the event of serious illness/injury or in the event of the death of an immediate family member during a scheduled vacation, the Employee shall, on presentation of proof of such, be allowed to substitute sick leave or bereavement leave for vacation. Vacation may be taken at a later date, with the approval of the Administrator of Employee Relations through the school principal or immediate supervisor.

ARTICLE 23 - SICK LEAVE PROVISIONS

- 23.01 The Board shall keep a record of each Employee=s credited and accumulated sick leave. Employees shall be advised annually in writing as to the amount of their accumulated leaves.
- 23.02 An Employee, with the exception of Temporary Employees who sick leave provisions are defined in Article 3.02, 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 (2) day, sick leave will not be deducted. If an Employee is absent for more than a half a (2) but less than one day, only a half (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 Aa≡ is the number of days of cumulative sick leave credits at date of retirement (not to exceed 200 days) and Ab≡ 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 of service = # of days (up to 200)/200 x 35/100 x Employee=s annual salary at time of retirement

18 years of service = # of days (up to 200)/200 x 50/100 x Employee=s annual salary at time of retirement

22 years of service = # of days (up to 200)/200 x 50/100 x Employee=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	40% of annual salary
during the 2005/2006 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

- a) 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.
- b) 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.

- c) 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.

d) 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 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:

- a) For death in the immediate family (spouse, father, mother, guardian, brother, sister, son, daughter, grandparents, grandchildren and immediate in-laws) may be granted up to five (5) consecutive school days per occurrence without loss of pay, the first three (3) of which shall not be deducted from sick leave credits.
- b) For death in an Employee=s extended family (aunts, uncles, nephews and nieces) may be granted up to three (3) consecutive school days per occurrence, without loss of pay, and shall not be deducted from sick leave credits.
- c) For death of other persons close to the Employee, may be granted by the Administrator of Employee Relations up to one (1) school day per occurrence without loss of pay and shall be deducted from sick leave credits

25.03.01 An Employee may request a leave without pay to accommodate a long term illness of an Employee =s immediate family. The request would be made in writing to the Administrator of Employee Relations at least two (2) weeks before the leave would begin, where practicable, stating the dates the leave would begin and expire.

25.04 Personal Leave

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.

Leaves 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;
- d) 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 SEB Plan
The Board shall provide a parental/pregnancy/ adoption leave SEB 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 by April 30th to the Director of Education for an unpaid leave of absence for personal reasons or for extended parental leave up to one year for each leave. (Applications received after this date may also be considered.) 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 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 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 credits 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
- a) An Employee must make a 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 shall reply in writing stating whether or not the application has been approved and providing an explanation if the application is denied.
 - c) The right to reject or approve individual requests to participate in the plan will rest solely with the Board.
- 26.04
- a) 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 ABluewater 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.
 - b) 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.

- c) 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:
- 1) 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;
 - 2) 40% of salary on or before September 20 and 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.
 - 3) Payment as per method detailed in the collective agreement in force at the time.
- 26.05 a) 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.
- b) While on leave, the total premium cost for all Benefits Plans, as per Article 30 shall continue in force.
- 26.06 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) A 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.
- 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) 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.
- f) 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.
- g) The Board shall co-operate in making such pension deductions as are requested by the Employee and approved by OMERS.
- h) 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.
- l) Every Employee participating in the Self Funded Leave Plan shall receive a semi-annual review statement copy of the SFLP trust account by January 1 and June 30 of each year indicating the following:
- 1) current contribution;
 - 2) current interest earned;
 - 3) total contributions to date;
 - 4) total interest to date

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 Pay Days (Full time and Part time Employees)

The Board shall pay salaries and wages in accordance with Article 31. 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.

- 27.02 Employees of the Information Technology Department shall receive \$95.00 per year for the purchase of safety footwear.

ARTICLE 28 - TRAINING AND DEVELOPMENT

- 28.01 The Board will attempt to provide appropriate and ongoing professional training and development within available resources to all bargaining unit members. Such training will be implemented in consultation with the Bargaining Unit.

ARTICLE 29 - PROFESSIONAL DEVELOPMENT

- 29.01 Two Professional Development days per year will be provided to employees.
- 29.02 A joint Professional Development Committee will develop annual PD activity plans consistent with Board policy related to effective principles of staff development. Such committee shall consist of up to three (3) representatives from the Board and up to three (3) representatives from the Bargaining Unit appointed by the Bargaining Unit Executive.
- 29.03 The Bargaining Unit will have formal representation on the District Staff Development Council.

ARTICLE 30 - PERFORMANCE APPRAISAL

- 30.01 Performance Appraisal 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 Appraisal Procedure.
- 30.02 A performance appraisal 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.
- 30.03 In the event that a performance appraisal results in an Employee being Aon review=, written notification will be given to the Bargaining Unit President at the same time as it is issued to the Employee.
- 30.04 Professional growth planning activities will not be included in performance appraisal reports except at the request of the Employee.

ARTICLE 31 - BENEFITS

- 31.01 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. Attached is a memorandum of understanding regarding the operation and administration of the benefit plans.
- 31.02 Effective September 1, 2003, the Board contribution to the benefit plans will be \$2,200 per year/FTE Employee in the Bargaining Unit.
- Effective January 1, 2004, the Board contribution to the benefit plans will be \$2,300 per year/FTE Employee in the Bargaining Unit.
- 31.02.1 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 32 - SALARIES AND CLASSIFICATIONS

32.01	RATES EFFECTIVE	<u>September 1, 2003</u>	
		<u>Hire-In</u>	<u>Occupational Classification</u>
Network Engineer		28.47	29.36
Administrative Support Specialist		28.47	29.36
Network Support Specialist		28.47	29.36
Hardware/Software Support		23.14	23.85
Secondary Office Manager		23.14	23.85
Hardware Technician		21.96	22.64
Lan/Wan Specialist		21.96	22.64
Client Support Coordinator		21.96	22.64
Client Support Facilitator		21.96	22.64
Elementary Office Manager		21.96	22.64
Curriculum Software Specialist		21.96	22.64
Transportation Route Planner		19.18	19.78
Student Services Assistant		19.18	19.78
Health and Safety Assistant		19.18	19.78
Community Education Assistant		19.18	19.78
Payroll Systems Clerk		19.18	19.78
Secondary Secretary, Level 2		18.21	18.78
Plant Services Assistant		18.21	18.78
Buyer		18.21	18.78
Media Services Specialist		17.51	18.06
Elementary Secretary, Level 1		17.51	18.06
Media Resource Specialist		17.51	18.06
Accounts Receivable Clerk		17.51	18.06
Information Technology Assistant		17.51	18.06
Purchasing Secretary		17.12	17.65
Receptionist/Accounting Clerk		17.12	17.65
Accounts Payable Clerk		17.12	17.65
Duplicating and Accounting Clerk		17.12	17.65

Commencing by October 31 and December 31, 2003, the following classifications will be evaluated in accordance to the April 11, 2003 Pay Equity Plan (Maintenance).

Technical Support Help Desk	--	--
Senior Payroll Clerk	--	--
Specialized Equipment Specialist	23.14	23.85
Community Education Assistant	19.18	19.78
Human Resources Clerk	19.18	19.78
Support Specialist	18.73	19.31
Student Services Secretary	17.31	17.85
Plant and Sites Secretary	17.31	17.85
Transportation Secretary	17.31	17.85
Curriculum Secretary	17.31	17.85
Accounting Clerk	17.12	17.65
OYAP	16.91	17.44

NOTE: The Hire-In Rate applies to the probationary period only. Once a new employee is permanent, the Occupation Classification Rate shall apply. In cases of promotion, the Hire-In rates will apply for six (6) months unless no improvement in rate results, in which case the Employee shall be paid the job classification rate.

32.02 Permanent bargaining unit members, including permanent part-time members, in temporary bargaining unit positions will receive the occupational rate of the related job classification.

32.03 Temporary Employees shall be paid at the rate of \$12.36 per hour for temporary assignments for the initial 20 days on the assignment. If an assignment continues for more than 20 days the temporary Employee shall be paid at the hire-in rate for the job classification on the twenty-first day. Qualifying days do not have to be consecutive but must be in the same assignment.

Temporary Employees replacing an absent Employee shall be paid at the job rate for the job classification after one year in the assignment.

Temporary Employees paid at a higher rate prior to March 1, 2000 shall be entitled to maintain that rate of \$14.10.

32.04 Where a new job is established, or where existing job duties are changed such that an Employee is incorrectly classified, the appropriate classification and pay rates shall be negotiated and the conditions of this Agreement shall apply.

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

DATED at Chesley, Ontario this 21st day of October, 2003.

SIGNED

BLUEWATER DISTRICT SCHOOL BOARD OFFICE PROFESSIONALS/TECHNICIANS, OSSTF

Chair

President

Director of Education

Chief Negotiator

Chief Negotiator

OSSTF - OPT Member

OSSTF - OPT Member

OSSTF - OPT Member

**Memorandum of Understanding
between
Bluewater District School Board
and
O.S.S.T.F., District 7
Office Professionals and Technicians Bargaining Unit**

RE: OPERATION AND ADMINISTRATION OF THE BENEFIT PLANS

This agreement is between Bluewater District School Board and the Office Professionals and Technicians Bargaining Unit of O.S.S.T.F.. District 7. The purpose of the agreement is to set out the responsibilities of both parties in the operation and administration of the benefit plans established for the members of this Bargaining Unit as a result of the current Collective Agreement between the parties (1998-2000).

The Parties agree as follows:

1. Bluewater District School Board is responsible for the administration of the benefit plans established under the collective agreement. Specific administration duties include those listed below:
 - ⊘ The Board will provide each employee with the appropriate information and forms to allow enrolment in the plans(s) within 31 calendar days of the employee's most recent eligibility date. For these purposes, eligibility dates will be the first day of work for new hires/employees of the Board; the first day of work after return from a leave under the collective agreement for those employees whose leave affected their enrolment in the benefit plans; and for the EHC and Dental plans, the first day of work that an employee's regular work assignment is increased to more than half in relation to full-time assignment.

Application kits will indicate the date the kit is sent out to the employee and the date the completed kit is to be returned to the Board. The Board will send the original of the application to OTIP/RAEO with a copy to the Bargaining Unit President or designate and the Board will retain a copy.

The Board will also administer late entrant applications after the 31-day limitation. The Board will send the original of the application to OTIP/RAEO for carrier approval with a copy to the Bargaining Unit President or designate and the Board will retain a copy.

 - ⊘ The Board will notify OTIP/RAEO of each employee taking a leave of absence under the collective agreement. OTIP/RAEO will notify and invoice the employee of the benefit coverage options available while on such leave.
 - ⊘ The Board will provide appropriate claims forms in all work locations.
 - ⊘ The Board will provide updated coverage reports at least quarterly to OTIP/RAEO and to the Bargaining Unit President or designate. These reports will list employees enrolled in each benefit plan, each employee's coverage and the employee's work assignment in relation to a full-time assignment. Employees on leave under the collective agreement will be included in the reports.
 - ⊘ The Board will deduct premiums applicable to each employee's benefit plan(s) and remit the premiums each month to OTIP/RAEO with supporting documentation (i.e. new applications, coverage reports, etc.) Such premiums will be according to the terms of the current insurance policy.
 - ⊘ The Board will remit to OTIP/RAEO each month an amount equal to the Board's annual obligation for benefits under the collective agreement divided by twelve. This amount will be remitted to OTIP/RAEO in addition to the contributions made by individual employees.
 - ⊘ The Board will notify OTIP/RAEO and the Bargaining Unit President or designate when an employee is absent from work for a period of 20 consecutive days or more due to injury or illness.

- ⊘ The Board will notify an insured employee on sick leave that the employee can apply for LTD benefits following 30 consecutive days on sick leave. The Board will provide LTD claim kits at the request of the employee and will complete the Plan Administrators Statement.
 - ⊘ The Board will provide and/or complete a disabled employee's life insurance waiver in accordance with the current insurance policy.
 - ⊘ The Board will notify OTIP/RAEO of any employee who has given notice of retirement including the expected date of retirement and the employee's last known address.
- 2. The Office Professionals and Technicians Bargaining Unit is responsible for the design of the benefit plans and the selection of the carrier(s). The Bargaining Unit will also assume responsibility for the following elements of the plans' operations:
 - ⊘ The Bargaining Unit will assist insured employees in matters related to adjudication of claims by the insurer.
 - ⊘ The Bargaining Unit will make modification to the existing policies in conjunction with OTIP/RAEO and the insuring company. This responsibility includes but is not restricted to additions or deletion of policy provisions.
 - ⊘ The Bargaining Unit will inform the Board of changes in coverage or administration which result in changes to premium deductions from individual employees. Notification will be given on a timely basis and in advance of the changes.
- 3. The parties will establish a Joint Benefits Committee with equal representation from the Board and the Bargaining Unit. The purpose of this committee is to review the administration of the plans and to determine any additional information or duties which may be required for ongoing maintenance and operation of the benefit plans. The Joint Benefits Committee will meet at least quarterly.

This memorandum is deemed to be part of the Collective Agreement between the Bluewater District School Board and the Office Professionals and Technicians Bargaining Unit of O.S.S.T.F. District 7 and shall be included in the Collective Agreement inside the signature page. The terms of this Memorandum of Understanding are grievable and arbitrable. The Board shall not be held liable for the responsibilities of the Bargaining Unit set out in Section 2 above.

For Bluewater District School Board

For O.S.S.T.F. District 7 Office Professionals
and Technicians

Dated

Dated

Letter of Understanding

BETWEEN

BLUEWATER DISTRICT SCHOOL BOARD

and

**OFFICE PROFESSIONAL/TECHNICIANS
OSSTF**

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 pay 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

Office Professional/Technicians, OSSTF

Letter of Agreement

Re: Haulage Rate

Effective upon ratification, the Board agrees to increase the daily haulage rate to \$1.75 per day for members eligible to be claiming the haulage allowance. The Board agrees to reconvene, within four (4) weeks of a request by the Bargaining Unit, the Committee previously established to examine the issue of personal use of vehicles on Board business. The Bargaining Unit agrees to provide research and data for the Committee to review.

DATED at Chesley, Ontario this 21st day of October, 2003.

Bluewater District School Board

Office Professional/Technicians, OSSTF

LETTER OF AGREEMENT

RE: 2003-2004 Staff Allocation

Staff allocations to each school as at the date of ratification shall not be reduced during the 2003-2004 school year with the exception of attrition. In the event of attrition within a particular school, the Staff Advisory Committee shall meet to review the needs of the school and staff allocation.

DATED at Chesley, Ontario this 21st day of October, 2003.

Bluewater District School Board

Office Professional/Technicians, OSSTF

LETTER OF UNDERSTANDING

RE: RECALL PROCEDURES FOR MEMBERS ON LAY-OFF AT DATE OF RATIFICATION

I. Office Managers with recall rights:

The following bargaining unit members have recall rights to permanent elementary office manager positions:

Beth Moore
Dorothy Oberle
Deborah Bray
Ruth Johnston
Mary Obermaier

When a permanent Elementary Office Manager position becomes vacant, following the initial elementary office manager posting (lateral move) the above individuals shall be offered the position in order of greatest seniority. The member shall have right of refusal to a recall where the position is greater than 30 km from worksite nearest to the employee's home. Refusal of a vacant position within 30 km from the worksite nearest to the employee's home will void this right of recall.

II. Members on Full Lay-off:

1. The following members (and any member not identified due to error or omission) are on full lay-off as of September 2003.

	FTE
Lisa Lougheed	1.0
Jane Kaempfe	0.1
Ruth Richardson	0.9
Teresa Blackwell	0.2
Lisa Finlay	0.2
Nancy Hamilton	0.1

The above employees shall be offered any permanent vacancy (excluding vacancies in IT Department), in order of seniority, and the Board agrees to provide appropriate training, where necessary, if the Employee does not have the knowledge, skills and ability to perform the job. An Employee recalled to a position requiring formal training shall be ineligible to apply to another job posting for a period of two years, except when:

- i) such posting represents a permanent promotional opportunity following one year on the job;
 - ii) the job posting is for a vacancy within a 30 km radius from the nearest worksite to the Employee's home and the Employee is currently working in a location greater than 30 km from the nearest worksite to the Employee's home;
 - iii) at the discretion of the Board for organizational reasons.
2. In the event that a permanent position is filled by an external hire rather than an Employee with recall rights, the Board, the employee and the Bargaining Unit President shall meet to discuss an appropriate alternative assignment for the most senior Employee with recall rights.
3. The above members shall continue to maintain their recall rights to August 31, 2004 with extensions for periods of temporary employment.

- 4. The member shall have right of refusal to a recall where the position is greater than 30 km from worksite nearest to the employee's home. Two refusals of a vacant position within 30 km from the worksite nearest to the employee's home will void this right of recall.

III. Members on Partial Lay-off:

Members who, in past years, have accepted reduced hours in lieu of exercising their bumping rights shall continue to maintain their recall rights to such surplus hours through August 31, 2004.

The below list of Partial Lay-off Employers (and any member not identified due to error or omission) are also eligible to apply in the 18.03 process to regain their FTE status.

	FTE
Eunice Hofman	1.0
Kathryn Bell	1.0
Carol Clements	0.5
Marjorie Snyder	0.76
Carol Ann Carson	1.0
Cathy Woodley	0.6
Flo Duncan	1.0

- IV. The following members shall be offered positions equivalent to their FTE during the term of this Collective Agreement. If the offered position is accepted, the member will be considered a permanent member and 17.04 will apply. If the offered position is refused, the member will be placed on the "Members on Full Lay-off" list (II above).

	FTE	
Becky Azzano	0.4	
Edythe Williams		0.1
Mary Gillies	0.7	
Trudy Fraser	0.1	
Trudy Wickens	0.76	

- V. The terms of the above are grievable and arbitrable.

DATED at Chesley, Ontario this 21st day of October, 2003.

Bluewater District School Board

Office Professional/Technicians, OSSTF

APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT - 2000

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 AMENED LEGISLATION WILL AUTOMATICALLY BE IN EFFECT.

PREGNANCY AND PARENTAL LEAVE

45. Definitions - In this Part,

Aparent \equiv 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 and Achild \equiv has a corresponding meaning;

Asame-sex partner \equiv means either of two persons of the same sex who live together in a conjugal relationship outside marriage;

Aspouse \equiv means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage.

46. (1) Pregnancy Leave - A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

(2) When leave may begin - An employee may begin her pregnancy leave no earlier than the earlier of,

- (a) the day that is 17 weeks before her due date; and
- (b) the day on which she gives birth.

(3) Exception - Clause (2)(b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

(3.1) Latest day for beginning pregnancy leave - An employee may begin her pregnancy leave no later than the earlier of,

- (a) her due date; and
- (b) the day on which she gives birth.

(4) Notice - An employee wishing to take pregnancy leave shall give the employer,

- (a) written notice at least two weeks before the day the leave is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

46. (5) Notice to change date - An employee who has given notice to begin pregnancy leave may begin the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the earlier date; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

(6) Same, complications, etc. - If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

continued...

APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT - 2000 (con=t)

- (a) written notice of the day the pregnancy leave began or is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.
47. (1) End of pregnancy leave - An employee=s pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.
- (2) Ending leave early - An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.
- (3) Changing end date - An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day that was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
47. (4) Employee not returning - An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks= written notice of the termination.
- (5) Exception - Subsection (4) does not apply if the employer constructively dismisses the employee.
- 48 (1) Parental Leave - An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee=s custody, care and control for the first time.
- (2) When the leave may begin - An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee=s custody, care and control for the first time.
- (3) Restriction if pregnancy leave taken - An employee who has take pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.
- (4) Notice - Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.
- (5) Notice to change date - An employee who has given notice to begin parental leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

continued...

APPENDIX A - EXTRACT FROM THE EMPLOYMENT STANDARDS ACT - 2000 (con=t)

- (6) If child earlier than expected - If an employee stops working because a child comes into the employee=s custody, care and control for the first time earlier than expected,
 - (a) the employee=s parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

- 49. (1) End of parental leave - An employee=s parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after if began, otherwise.

- 49. (2) Ending leave early - An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

- (3) Changing end date - An employee who has given notice to end his or her parental leave may end the leave,
 - (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

- (4) Employee not returning - An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks= written notice of the termination.

- (5) Exception - Subsection (4) does not apply if the employer constructively dismisses the employee.