



February 6, 2008

LABOUR AND EMPLOYMENT COMMUNIQUÉ

A publication of Miller
Thomson LLP's Labour &
Employment Practice Group

NEW MILITARY RESERVIST LEAVE FOR ONTARIO EMPLOYEES

Meredith Wain
Toronto
Tel. 416.595.8593
mwain@millerthomson.com

On December 3, 2007 the Ontario government added military "reservist leave" provisions to the *Employment Standards Act, 2000*. In doing so, Ontario joined Nova Scotia, Manitoba and Saskatchewan, which already have similar laws.

Under the new law, all employees who have worked at least six months for an employer are entitled to a job-protected leave of absence if they are deployed to a military operation by the Canadian Forces. This includes emergency military operations within Canada, and also includes any pre or post-deployment training. It should be noted that all employers, regardless of their size, are required to grant this leave.

Reservists are required to give employers "reasonable notice" of their deployment. If reservists must join the operation before they are able to give notice, they must advise their employers as soon as possible after beginning their leave. Employers are entitled to require evidence of the deployment. Reservists ending their leave must give employers "reasonable notice" that they intend to end the leave.

When the deployment comes to an end, employers must reinstate the reservist to their previous position, or a comparable position if the previous position no longer exists. Employers may postpone the reinstatement for a maximum of two weeks after the leave ends, or until the first payday after the leave ends, whichever is later. Employers are not obliged to pay wages, or to continue pension or benefit plans during the leave. However, they are obliged to continue pension and benefit plans during any postponement period. Employees on reservist leave must continue to accumulate seniority and length of service credits.

The new law will be enforced by the Ministry of Labour Employment Practices Branch in non-unionized workplaces, or under the applicable collective agreement in unionized environments.

ABOUT THE AUTHOR:

Meredith Wain is a member of our Labour and Employment Group in Toronto. She provides legal services and advice to a wide range of clients in the private and public sectors.

Our Labour and Employment Practice Group is dedicated to providing comprehensive and integrated legal services, and advises management in all aspects of labour relations and employment law. For more information about our Group, visit our website at www.millerthomson.com.

Note:

This *Communiqué* is provided as an information service and is a summary of current legal issues of concern to the Labour & Employment Industry.

Communiqués are not meant as legal opinions and readers are cautioned not to act on information provided in this *Communiqué* without seeking specific legal advice with respect to their unique circumstances. Your comments and suggestions are most welcome. Please direct them to: mconradi@millerthomson.com

MILLER THOMSON'S OFFICES:

Vancouver: 604.687.2242

Kitchener-Waterloo: 519.579.3660

Toronto: 416.595.8500

Guelph: 519.822.4680

Calgary: 403.298.2400

Markham: 905.415.6700

Edmonton: 780.429.1751

Montréal: 514.875.5210

London: 519.931.3500

Note: This communiqué is provided as an information service to our clients and is a summary of current legal issues of concern to Labour and Employment Clients. Communiqués are not meant as legal opinions and readers are cautioned not to act on information provided in this communiqué without seeking specific legal advice with respect to their unique circumstances. Miller Thomson LLP uses your contact information to send you information on legal topics that may be of interest to you. It does not share your personal information outside the firm, except with contractors who have agreed to abide by its privacy policy and other rules.

© Miller Thomson LLP, 2008. All Rights Reserved. All Intellectual Property Rights including copyright in this publication are owned by Miller Thomson LLP. This publication may be reproduced and distributed in its entirety provided no alterations are made to the form or content. Any other form of reproduction or distribution requires the prior written consent of Miller Thomson LLP, which may be requested from the editor at mconradi@millerthomson.com