

SOURCE	C0		
EFF.	95	01	01
TERM.	96	12	31
No. OF EMPLOYEES	410		
NOMBRE D'EMPLOYÉS	JFC		

COLLECTIVE AGREEMENT

between

NIAGARA SOUTH

BOARD OF EDUCATION

and

ONTARIO PUBLIC SERVICE

EMPLOYEES UNION

and its Local 280

Board of Education

Combined Full-Time/Part-Time Office & Clerical Staff

& Technical/Support Staff

Effective: January 1st, 1995 - December 31st, 1996

11482 (01)

INDEX

	<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1	1
RECOGNITION	2	1
UNION SECURITY	3	2
EMPLOYER'S RIGHTS	4	3
EMPLOYER AND UNION MEETINGS	5	4
CASUAL EMPLOYEES	6	6
DISCRIMINATION	7	8
GRIEVANCE PROCEDURE	8	8
NO STRIKES OR LOCKOUTS	9	12
SENIORITY AND JOB POSTING	10	13
BEREAVEMENT LEAVE	11	20
MISCELLANEOUS ABSENCE	12	21
PREGNANCY LEAVE	13	23
ADOPTION AND PARENTAL LEAVE	14	24
LEAVE-OF-ABSENCE	15	26
SICK LEAVE	16	27
BENEFITS UPON TERMINATION	17	29
STANDARD HOURS OF WORK & OVERTIME	18	31
VACATIONS	19	31
PAID HOLIDAYS	20	32
EMPLOYEE BENEFIT PLAN	21	34
NOTICES	22	36
HEALTH AND SAFETY	23	36
CLASSIFICATIONS	24	37
METHOD OF PAYMENT	25	38
REPORTING PAY GUARANTEE	26	39
SURPLUS STAFF RESULTING FROM PERMANENT CLOSURE OF FACILITIES	27	39
EMPLOYEE ASSISTANCE PROGRAM	28	41
VIDEO DISPLAY TERMINALS	29	41
TECHNOLOGICAL CHANGE	30	42
USE OF PERSONAL TRANSPORTATION	31	42
EMPLOYEE RECORDS	32	43
SEXUAL HARASSMENT	33	44
STAFFING ELEM. & SEC. SCHOOLS	34	44
DURATION	35	44
SCHEDULE A		46
SCHEDULE B	48	LETTER OF UNDERSTANDING
NO. 1	49	
LETTER OF UNDERSTANDING NO. 2	50	
<u>ARTICLE</u> 1 <u>PREAMBLE</u>		

1.01 The general **purpose** of **this** Agreement is to establish and maintain collective bargaining relations between the Employer and its Employees, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually **satisfactory** working conditions, hours of work and wages.

1.02 All references to the female gender **in** this Agreement shall also be read in the male gender or vice versa, wherever **the** context applies.

ARTICLE **2** RECOGNITION

2.01 The **Niagara** South Board of Education recognizes the Ontario Public Service Employees Union as being the sole and exclusive bargaining agent for **all** non-teaching **office**, clerical, technical and support Employees for **the Board** of

Education, save and ~~except~~ Employees covered by subsisting collective agreements; the Administrative Assistants to the Superintendents of Business Affairs, Operations and French Language Schools; the Recording Secretary; the Personnel ~~Services~~ Secretary; the Benefits Administrator; ~~the~~ Executive Assistant to the Director of Education; ~~supervisors~~ and persons above the rank of supervisor.

2.02 No Employee shall be required ~~or~~ permitted to make any written ~~or~~ verbal agreement with the Employer or its representative which may conflict with the terms of ~~this~~ Collective Agreement.

2.03 The Employer acknowledges the right ~~of~~ the Union to appoint or otherwise ~~select~~ a committee ~~of~~ not more than six (6) Employees as a Union bargaining committee, and to recognize ~~such committee~~ as the spokespersons for the Union and its members in connection with the negotiation ~~of amendments to,~~ ~~or~~ the renewal of this Agreement.

2.04 The Employer agrees to recognize a ~~Committee consisting~~ of three (3) members of the Union whose task it is to assist Employees in the ~~presentation~~ of any grievance ~~or~~ complaint arising under ~~the~~ provisions of this Agreement and in all ~~cases~~ involving demotion, ~~job~~ elimination or changes in classification. It is understood and agreed that the Union committee consists ~~of~~ the President of the Local, the Steward of the Local and the OPSEU Representative ~~of the~~ Employee involved. In the event of a grievance brought by the Employer against the Union, the Union shall have the right to designate an individual to represent ~~the~~ Union.

2.05 The Union shall advise the Employer, in writing, ~~of~~ the names ~~of~~ its Executive and Representatives, and the Employer shall not be obliged to recognize the Union Representatives until such time ~~as~~ written notice has ~~been received~~.

ARTICLE **3** UNION SECURITY

3.01 The Employer shall deduct from every Employee any monthly dues or assessments levied in accordance with ~~the~~ constitution of the Union ~~and/or by-laws~~. The amount of dues paid by ~~each~~ Employee in the tax year shall be included on that Employee's T4 slip.

3.02

Deductions shall **be** made from each pay in the month, and shall be forwarded to the Treasurer of the Union accompanied by a list of the names and addresses **of** all Employees **from** whose wages the deductions have been made, to 100 Lesmill Road, North York, Ontario M3B 3P8 by the 15th day of the month following the month the dues were deducted. Names and addresses of present Employees and current **status** shall be noted on the **check-off list**.

3.03

All Employees of the Board who are presently members of the Union as of January 1, 1985, shall as a condition **of continued** employment remain members **of** the Union. All new Employees shall **as** a condition of continued employment, become and remain members of the Union. The Employer agrees to advise all new Employees of the **existence** of the Union and disseminate an **information** letter supplied by the Union, at the time of hire. **Further**, the Board agrees to advise the Secretary of the Local of the place and **date** of each new Employee upon appointment.

3.04

The **Union** shall **indemnify** and save the Board harmless from **any** form of liability as a **result** of deductions authorized by the Union.

ARTICLE

4

EMPLOYER'S RIGHTS

4.01

The Board has the right to manage **its** School System and **all** rights shall remain exclusively with the Board except as **specifically** limited by the provisions of this Agreement **Without** restricting the rights set out above, the Union **recognizes** the rights of the Board to:

- (a) Maintain order, discipline, and **efficiency**;
- (b) Hire, classify, direct, transfer, promote;
- (c) Discharge, lay-off, demote, and suspend or **otherwise** discipline Employees for a just cause. The Employer shall not exercise its rights to **direct** the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present Employees of their employment unless through just cause.

ARTICLE

5

EMPLOYER AND UNION MEETINGS

5.01

Meetings between the Employer **and** the Union **Committee** shall **be** held at times mutually agreeable to both parties. A statement outlining the matters for discussion

will be submitted by each party not less than **two** (2) working day⁶ prior to the time of the scheduled **meeting** except in **cases** of emergency.

5.02 The Union **Committee** shall consist of a Chief Steward, Vice-president and President.

5.03 The Officers **of the** Local have regular duties to perform on behalf of the Employer. No such Employee will absent themselves **from** their regular duties unreasonably in order to deal with grievances or other Union business, nor will the Employee leave their regular **duties** without receiving **permission** from their **immediate** supervisor. Such permission to leave will not be unreasonably **withheld**.

5.04 In accordance with this understanding, the Employer will **continue** to compensate officials of the Local for their time spent in servicing grievances, **attending** meetings, negotiations **of** the Collective Agreement and conciliation during working hours, between the parties excluding **arbitration**.

5.05 **(a)** Except as provided for in Article 5.04, the Board shall **continue** to compensate a Union member who is required to be absent from work due to Union business, subject to full reimbursement by the Union. No more than eight (8) Employees may be absent at any one **time** and such leaves without pay shall not **total** more than forty (40) working days in any calendar year. Not more than one (1) Employee shall be absent from any one functional section of a **facility** or department.

(b) Upon one month's **notice**, the Local President shall be granted up to one (1) day per month for Union business subject to full **reimbursement of** wages and benefits by the Local.

5.6 Either **party** may request the presence of the OPSEU Staff Representative at any meeting of the parties.

5.07 Upon prior agreement of the Parties, observers may attend Union/Employer meetings. Notification of such requests shall be in accordance with Article 5.

ARTICLE 6 CASUAL EMPLOYEES

6.01 The Union recognizes the right of the Employer to engage casual staff to:

- (i) replace regular Employees on leave of absence, including sick leave;

- (ii) supplement existing staff complements provided that the casual does not exceed ninety (90) working days in a calendar year;
- (iii) work on special projects of a fixed term where such employment shall automatically terminate at the expiration of the **project**;
- (iv) employ casual Educational **Assistants** as identified in Article 10.04.

6.02

The employment of casual Employees shall not result in the reduction of hours or lay-off of a regular Employee.

6.03

Present part-time Employees who express a desire for such assignments may be utilized in filling temporary vacancies and shall receive **seniority** while on such an assignment. Requests to be considered for such assignments must be filed **with** the Personnel Officer by September 30th of each **school** year. Such requests should indicate the days of the week which the Employee will be available for temporary work and the geographic **area(s)** preferred. The Personnel Officer shall prepare a listing of those part-time employees interested in temporary work and distribute such listing to the appropriate locations by October 30. **Where** a part-time employee is assigned to a temporary full-time vacancy the employee shall be **entitled** to return to the previous job upon the expiration of the period of such temporary job assignment.

6.04

Casual Employees **shall** not accumulate seniority while on casual **assignment(s)**. However, should a casual (or temporary) Employee be hired for regular employment, such Employee shall be credited with seniority for **the** period of continuous employment as a casual during the one (1) year preceding regular employment

6.05

During the period of assignment, casual Employees shall be **compensated** in accordance **with** the minimum salary for the **position** in which assigned,

6.06

Semi-annually, the Employer shall forward a list of casual Employees to the Union. This list shall show the length of employment of **each** casual Employee.

6.07

After ninety (90) days of employment in a calendar year, casual Employees **referred** to in Article 6.01 will come under the scope of this Agreement save and except the following provisions:

- Article 11 Bereavement Leave
- Article 12 Miscellaneous Leave

Article 13	Maternity Leave
Article 14	Adoption Leave
Article 15	Leave-of-Absence
Article 16	Sick Leave
Article 17	Benefits Upon Termination
Article 19	Vacations - (except as provided for under
Article 20	Paid Holidays the <u>Employment Standards Act</u>)
Article 21	Employee Benefit Plan

Effective April 1, 1996; Noon Hour Supervisors will be **entitled** to one (1) day for Compassionate Leave for reasons outlined in Article 11 and **Article 12.01**.

ARTICLE 7 **DISCRIMINATION**

7.01

The Employer agrees that there shall be no discrimination, interference, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status nor by reason of the employee's membership or activity in the Union.

ARTICLE 8 **GRIEVANCE PROCEDURE**

8.01

It is the mutual desire of the parties that a complaint of an Employee shall be adjusted as promptly as possible. It is understood that an Employee has no grievance until the Employee has attempted to resolve the matter through informal discussion with the Employee's Principal or Supervisor. Should any difference arise between the Employer and an Employee (or the Union) as a result of the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner:

8.02

STEP 1

In the first instance, an Employee accompanied by the Area Steward shall take up any such grievance within ten (10) days of the event upon which the grievance is

based, **directly** with the appropriate **Supervisor/Principal** and the Personnel Officer. A meeting will **be convened** within ten (10) days of receipt of the grievance and the Personnel Officer shall render a decision, in writing within five (5) **days** of the meeting.

8.03

If not then settled in **Step 1**, the grievance may, within **five (5)** days be submitted in **writing** to the Asst. **Superintendent/Personnel Services**. The Area Steward and Chief Steward shall be given the opportunity to discuss the grievance with the Asst. **Superintendent/Personnel Services** and Superintendent of Business **Affairs** within five (**5**) days of submission of the grievance. The Asst. **Superintendent/Personnel Services** shall give a decision, in writing, within **five (5)** days of the discussion.

The grievance shall specify the facts and **the Article(s)** claimed to be violated or relied upon. The response and the decisions rendered by the Employer in **Steps 2** and **3** shall specify the facts and reasons upon which the decision is based.

Policy grievances can be filed by either party, within thirty (30) days of becoming aware of it, commencing at Step 2 of the grievance procedure. In the case of a policy grievance by the Employer, the Employer shall file the grievance with the President of the Local. A policy grievance is defined as a **complaint** relating to the interpretation, application, administration **or** alleged violation of the Collective Agreement **and/or** terms and conditions of employment.

8.04

STEP 3

If not then settled, **the** grievance may **within five (5)** days be submitted in writing by the grievor through the Union Committee to the Director of Education to be dealt with at a meeting to be held within ten (**10**) days of **the** submission. The decision of the Employer shall be given in writing within five (5) days after the meeting at which it was discussed.

8.05

Arbitration

- (a)** If a grievance is still not **settled** the Union will notify the Employer within twenty (20) days of the **reply** in Step 3 of their desire to proceed to Arbitration.
- (b)** The Parties will each appoint a nominee within fifteen (15) days after the notification from the Union has been received and will promptly advise the other party of the name **of** their nominee.
- (c)** The two (2) **nominees** will then attempt to agree upon a Chairperson and if they

cannot agree within a further fifteen (15) days or such further period as the parties may mutually agree upon, then such Chairperson shall be appointed by the Labour Management Arbitration Commission of Ontario at the request of either party.

(d) Each of the parties hereto shall bear the expense of the nominee appointed by it and, unless otherwise determined by the Chairperson, the parties shall jointly bear the expenses of the Chairperson.

(e) The Arbitrators shall not be authorized to alter, modify or amend any part of this Agreement, nor to make any decisions inconsistent with the provisions thereof.

(f) The Proceedings of the Arbitration Board will be expedited by the parties hereto and the decisions of the majority of such Board will be final and binding on the parties hereto. In case there is no majority of the Board, then the decision of the Chairperson shall be similarly final and binding.

8.06 At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the Employee or Employees concerned and any necessary witnesses. The Union shall notify the Personnel Services Department, in writing, of any employees who will be required to be in attendance at any arbitration hearing. Wherever possible, such notification shall be made within ten (10) days of the hearing date.

8.07 Upon the mutual consent of the parties, the Board of Arbitration provided for herein may be substituted for by a sole arbitrator appointed by the parties, or if they are unable to agree upon the selection of an arbitrator, by the Ontario Labour Relations Board.

8.08 If a grievance is not submitted within the time limit provided, it shall be deemed to be abandoned unless the parties agree to extend the time lines by mutual agreement.

8.09 All time limits herein shall exclude Saturdays, Sundays and paid holidays or any other day when the Board's business offices are not open for business.

8.10 At any stage of the grievance procedure, including the procedure set out in Article 8.01, the grievor may have present an OPSEU staff member.

ARTICLE 9 NO STRIKES OR LOCKOUTS

9.01 During the life of this Agreement, the Union agrees there will be no strike and the Employer agrees there will be no lockout of Employees covered by this Agreement.

ARTICLE

10 SENIORITY AND JOB POSTING

10.01 (a)

Seniority is defined as the full-time equivalent length of continuous service in the bargaining unit with the Niagara South Board of Education or its predecessor Boards since the last date of hire and shall be used in determining preference or priority for promotions consistent with the provisions of Article 10.05 and for transfers, demotions, lay-offs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

(b) The Employer shall maintain two (2) seniority lists showing the service credit and dates upon which each Employee's service commenced. Seniority List No. 1 shall contain the names of those Employees who are paid in accordance with Schedule A. Seniority List No. 2 shall contain the names of those Employees who are paid in accordance with Schedule B. Employees on Seniority List No. 2 shall not exercise seniority over Employees on Seniority List No. 1, as identified in Article 10.10.

(c) Last date of hire means the date on which the Employee began uninterrupted continuous service with the Board or its predecessors.

(d) An Employee will be placed on a probationary period of sixty (60) consecutive days from the Employee's last date of hire. In the case of school personnel, this period will exclude all days that classes are not in session.

10.02 (a)

Seniority shall be accumulated and maintained for Bargaining Unit Members having continuous service with the Niagara South Board of Education and who are employed:

- (i)** As regular full-time Employees (35 scheduled hours per week);
- (ii)** As regular part-time Employees (less than 35 scheduled hours per week) where the principle of accumulation on a pro-rated basis shall apply;

(b) In addition to seniority acquired under regular employment as stated in (a) above, an Employee will accumulate seniority while on paid leave of absence including sick leave, while drawing from accumulated sick leave credits, from the Niagara South Board of Education.

10.03

An Employee shall maintain seniority, but shall not accumulate additional seniority:

- (i)** while on unpaid leave of absence for any reason save and except statutory maternity and/or parental leave;
- (ii)** during a period of illness following the expiration of accumulated sick leave

credits.

10.04

When a vacancy occurs or a new position is **created** in Schedule A of the bargaining unit, the Employer shall post notices of the position on all bulletin boards for a minimum of seven (7) days in **accordance** with **10.06**, in order that all members will **know** about the position and be able to make written application thereof. **Normally**, positions shall be **posted** within ten (10) days of the vacancy, **however**, should the Employer require an extension of this time line, the Union shall not unreasonably withhold consent.

An Employee including Schedule "B" Employees and casuals wishing to be considered for the position shall make formal application within seven (7) days of the posting of such notice. When specialized **qualifications** are required to fill a particular vacancy, it shall be outlined in the posting.

In this section, vacancy shall mean those of a continuing nature which arise through retirement, resignation, or the establishment of new jobs **within** the bargaining unit and shall include a minimum of three (3) subsequent vacancies resulting from the original vacancy.

If any further vacancies **arise resulting from** the subsequent vacancies, Employees who indicate their

interest in the position will be given consideration before new Employees are hired.

Upon the written request of the regularly employed individual, job **postings** will be sent to 10 month Employees who are **on** their summer break and to Employees that **are** on leave of absence.

Notwithstanding the foregoing, should a vacancy occur in **the** job classifications of Educational Assistant I and II during the school year and said vacancy requires less than 17.5 hours per **week**, or a **vacancy occurs** greater than 17.5 hours per week after March 1st, such vacancies shall be filled by casual Employees as defined in Article 6 for the balance of the school year only.

10.06

Present or Laid-Off Schedule 'A' Employees who apply for a **job** opening shall be given consideration before a new or casual Employee **is** hired. In filling job **vacancies**, the Board will first **consider** the candidate's qualifications **to** meet the requirements of the **position** as outlined on the posting and then will **consider the** following factors:

- (i) **Seniority;**

(ii) Efficiency, skills and ability to do the normal requirements of the job; and where in the judgement of the Board all factors except seniority are relatively equal, then seniority shall be the deciding factor. The judgement of the board shall not be exercised in any arbitrary or discriminatory manner.

10.06

Each posting shall contain the name of the successful applicant to the previous posting, along with the reason for the posting, such as resignation, retirement, or the establishment of a new position.

10.07

The Board will provide a seniority list showing the date upon which the Employee's service commenced and the total accumulated seniority the position and office/school held for each Employee as of December 31st. An up-to-date seniority list will be sent to the President of the Union and posted on the office and school bulletin boards by February 28th of each year.

10.08

An Employee who successfully applies for a posted position shall be placed on a trial period of thirty (30) working days, which in the case of school staff shall not include time spent while school classes are not in session. Should it be determined that the Employee is not able to perform the job to the satisfaction of the Employer, or should the Employee find they are not willing to perform the duties of the new position the Employee shall be returned to their previous position and previous rate of pay without loss of seniority. Where the Employer elects to return an Employee to the former position, the Employee will be provided, in writing, with the reasons for the actions taken.

Where the Employee elects to return to the former position, the Employee will provide reasons for the return, in writing, to the Personnel Officer. Such correspondence shall remain in the Employee's personnel file for one (1) calendar year from the date on which it was submitted.

10.09

An Employee who elects to accept a position not subject to this Agreement and subsequently transfers back to a position within the bargaining unit, except for temporary assignments with the Employer, shall retain the seniority which has accumulated at the time of leaving the bargaining unit. Seniority will not continue to accumulate while employed in such position but shall be counted as service with the Employer.

10.10

Where it is necessary to reduce the number of staff in a particular school or department, such reductions shall be made on the basis of the least senior

Employee(s) within the classification and location where the reduction must occur. Firstly, Employees in Schedule A so affected shall have the right to displace any other Employee with lesser seniority in the same or lesser wage level. Only in the event that an Employee is not successful as indicated above, will the Employee be permitted to bump into a higher wage level. In this case the employee will be permitted to bump if he/she has more seniority and has been successfully employed by the Board within that job classification for a period of six (6) months or longer. In any displacement, an Employee, in Schedule A, regularly scheduled to work less than full time cannot displace a full time Employee unless there are no part time Employees with lesser seniority. In such cases, the Employee may displace a full time Employee with lesser seniority.

An Employee who fails to exercise their seniority rights, pursuant to this Article, shall be considered laid-off with rights as provided in Article 10.13.

All Employees electing to displace another Employee must meet the qualifications for the position. In no case shall an Employee on Seniority List No. 2 displace an Employee on Seniority List No. 1. Employees transferring from one seniority list to the other shall be credited with all service credits previously earned provided their employment remains continuous.

10.11

When a new classification is established, an existing position is reclassified, or the Employer intends to eliminate an existing classification; the Employer shall meet with the Union Committee to explain the rationale for such action and to receive input from the Union. Where possible, such meeting shall be convened at least sixty (60) days prior to the Employer instituting the change.

10.12

- (a) When due to declining enrolment, an employee's weekly hours must be reduced, the affected employee shall be furnished written notice by October 30, from the Personnel Services Department.

The employee's current weekly hours shall remain in effect for the school year in which the September 30th, actual enrolments for that school require a reduction in staff complement as dictated by Board policy. This clause shall not apply in situations where a school or department is closed or where the operational use of school or department is altered.

- (b) Full-time Employees affected in 10.12 (a), following the one (1) year guarantee,

shall have the option of accepting the reduction in hours at their current location, or displacing the most junior full-time Employee in the same job classification and shall be afforded three (3) days to make their decision. Where an Employee is displaced as a result of another Employee exercising the option to displace, the displaced Employees shall be transferred to the resultant vacancy or may elect to be laid-off.

10.13

In the event that the position occupied by a laid-off employee becomes available within ~~twelve~~ (12) calendar months following the date of lay-off; the employer shall notify the employee in writing, and the affected employee shall have the right to return to their position with no loss of seniority.

The employee will notify the employer in writing within seven (7) working days and shall return to work within ten (10) working days of receipt of written notice or decline the opportunity. If the position is accepted by a laid-off employee, the Board is not required to post this position pursuant to Article 10.04. A laid-off employee is one who is not actively employed by the Board.

ARTICLE

11

BEREAVEMENT LEAVE

11.01

All employees regularly scheduled to work 17.5 hours per week or more shall upon request be granted leave to attend a funeral without loss of salary, as follows:

- (a) up to five (5) days for the funeral of an employee's spouse or child; up to three (3) days for the funeral of an employee's parent, grandparent, grandchild, parent-in-law, brother, sister or other relative who resided in the employee's residence.
- (b) one (1) day to attend the funeral of a brother-in-law, sister-in-law.
- (c) one (1) day for the purpose of mourning when unable to attend the funeral as in 11.01(a) or (b) above.
- (d) the President of the Union or designate shall be granted leave to attend the funeral of a Union member.

ARTICLE

12

MISCELLANEOUS ABSENCE

12.01

All Employees, as defined in Article 24.01 may upon request to the Superintendent of Business Affairs be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5) days in any one (1) year as follows:

- (1) Attending an Employee's own graduation or that of a member of the immediate

family - one-half (1/2) day generally, but up to one (1) day where distance warrants it.

- (2) Writing university or similar examinations - one-half (1/2) day generally, but up to one (1) day where distance warrants it.
- (3) Attending a funeral other than those covered in Article 11 -
- (4) Attending a funeral as in Article 11 where distance or circumstances warrants additional time.
- (5) Caring for a member of the Employee's immediate family in case of serious injury or critical illness.
- (6) Observing religious holidays.
- (7) Attending court as a person charged with an indictable offence.
- (8) An employee may be granted such leave, with no loss of pay, for other special reasons approved by the Superintendent of Business Affairs or designate.

12.02

Union Business

When an Employee is elected as the Union's President or First Vice-President (Provincially), the Union will, immediately following such election, advise the Employer of the name of the Employee so elected. Leave of absence shall be granted from the Employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the Employee, including pay and benefits.

Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, or member of the central negotiating committee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment.

The notice requirement to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Board. Such positions shall be limited to one (1) member from the Bargaining Unit.

12.03

Professional Development

Subject to approval by the Superintendent of Business Affairs, up to one (1) day with pay shall be provided for the purpose of attending a conference, seminar or workshop for the purpose of upgrading job-related skills and/or knowledge.

12.04

An Employee called for Jury Duty or Subpoenaed as a Court witness shall be absent from work only to such reasonable extent as will allow the Employee to carry

out their duties. Such an Employee will be paid the ~~difference~~ between their standard scheduled hours, times the Employee's rate and the payment received ~~for~~ such Jury Duty or witness fees, excluding mileage and meal expenses.

ARTICLE **13** **PREGNANCY LEAVE**

13.01 A pregnant employee with thirteen (13) weeks of employment before the expected birth date shall be granted an unpaid pregnancy leave of seventeen (17) weeks maximum duration.

13.02 The employee requesting ~~such~~ leave shall notify the ~~Superintendent~~ of Business Affairs, in writing, as far in advance ~~of~~ the requested ~~commencement~~ of the leave as possible but no less than two (2) weeks prior to ~~the~~ date on which the leave is to begin. Such written notice shall ~~also~~ contain a certificate from a legal qualified medical practitioner stating the expected birth date.

13.03 An employee who has given notice to begin pregnancy leave may change the notice to an earlier date if the employee gives at least two (2) weeks written notice to the Superintendent of Business Affairs or to a later date if the employee gives at least two (2) weeks written notice to the Superintendent of Business Affairs prior to the date the leave was to begin.

13.04 An ~~employee~~ who has given notice to end a pregnancy leave may change the notice to an earlier date if the employee gives at least four (4) weeks written notice to the Superintendent of Business Affairs or to a later date if the employee gives at least four (4) weeks written notice to the Superintendent of Business affairs prior to the date the leave was to end.

13.05 During pregnancy leave, the employee shall ~~continue~~ to participate in the Employee Benefit Plans outlined in Article 21 and the Board shall continue to pay its share of premiums unless the employee elects, In writing, not to do so.

13.06 Seniority shall continue to accrue during pregnancy leave.

13.07 An ~~employee~~ returning from a pregnancy leave shall be ~~reinstated~~ to the position ~~most~~ recently held by the employee, if it still exists, or to a comparable position, if it ~~does~~ not.

ARTICLE **14** **ADOPTION AND PARENTAL LEAVE**

14.01 An employee with thirteen (13) ~~weeks~~ of employment, who is the parent of a child is

entitled to a leave of absence of up to eighteen (18) weeks maximum duration without pay following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.

14.02 Parental/Adoption leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. However, the parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

14.03 The employee requesting such leave shall notify the Superintendent of Business Affairs, in writing, as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the beginning of the leave.

14.04 An employee who has given notice to begin parental leave may change the notice to an earlier date if the employee gives at least two (2) weeks written notice to the Superintendent of Business Affairs or to a later date if the employee gives at least two (2) weeks written notice to the Superintendent of Business Affairs prior to the date the leave was to begin.

14.05 An employee who has given notice to end a parental leave may change the notice to an earlier date if the employee gives at least four (4) weeks written notice to the Superintendent of Business Affairs or to a later date if the employee gives at least four (4) weeks written notice to the Superintendent of Business Affairs prior to the date the leave was to end.

14.06 During a parental leave, the employee shall continue to participate in the Employee Benefit Plans outlined in Article 21 and the Board shall continue to pay its share of premiums unless the employee elects, in writing, not to do so.

14.07 Seniority shall continue to accrue during parental leave.

14.08 An employee returning from a parental leave shall be reinstated to the position most recently held by the employee, if it still exists, or to a comparable position, if it does not.

ARTICLE 15 LEAVE-OF-ABSENCE

15.01 When an Employee desires an extended leave-of-absence, the superintendent of Business Affairs shall be advised as far in advance as possible.

15.02

The Superintendent of Business Affairs may, upon the written request of an employee grant a leave-of-absence for a period of up to one (1) year. However, in the case of an employee granted a pregnancy and/or parental leave, the extension of such combined leaves of absence shall not exceed an aggregate maximum of one (1) year.

15.03

No salary shall be paid to the Employee during the period of leave, however, subject to the approval of the insurance carriers, the Employee may remain enrolled in the employee benefit plans by remitting the full premiums, in advance, to the Board,

15.04

Upon return to work, the Employee shall be placed in their original position or shall be provided with alternative work of a comparable nature at not less than the Employee's wages at the time the leave-of-absence began.

15.05

Where the Board approves an Employee to take an educational course to upgrade or acquire new employment qualifications, such Employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Employer will reimburse the Employee prior approved cost of the fees and expenses upon the successful completion of the course.

15.06

Employees wishing to undertake a position-sharing program for a fixed period of time shall make written application thereof to the Superintendent of Business Affairs prior to February 15th. Approval shall be subject to the agreement of the Employees and Principals/Supervisors concerned and the Superintendent of Business Affairs. Position-sharing Employees shall be entitled to receive the salary and benefits for which they were eligible by virtue of their part-time employment and in accordance with the provisions of this Collective Agreement. Failure to approve the position-sharing arrangements, by the Superintendent of Business Affairs, shall not be subject to the provisions of Article 8 - Grievance Procedure.

ARTICLE

16

SICK LEAVE

16.01

The provisions of the Niagara South Board of Education Sick Leave Policy shall apply to all Employees as defined in Article 24.01. This policy provides for 2.16 days per month or twenty-six (26) days per calendar year subject to a maximum of 390.

16.02

Employees working less than thirty-five (35) hours per week shall be granted a sick leave allowance pro-rated in the proportion that their hours of work bear to a normal thirty-five (35) hour work week. The following table lists allowances for weekly hours worked from seventeen and one-half (17 1/2) to thirty-five (35):

<u>WEEKLY HOURS</u>	<u>MONTHLY CREDIT</u>	<u>ANNUAL (SCHOOL YEAR) ALLOWANCE</u>	<u>MAXIMUM ALLOWANCE</u>
17.5	7.5 hrs.	75 hours	1274 hours
21.0	9.0 hrs.	90 hours	1527 hours
24.5	10.5 hrs.	105 hours	1781 hours
28.0	12.0 hrs.	120 hours	2036 hours
31.5	13.5 hrs.	135 hours	2290 hours
35.0	15.0 hrs.	150 hours	2545 hours

16.03

An Employee currently granted sick leave allowance under the provisions of Article 16.02 shall continue to receive such allowance on a pro-rata basis should that Employee's regularly scheduled hours drop below seventeen and one-half (17 1/2) hours per week provided they remain in the same classification.

16.04

Where a full-time Employee moves to a part-time position and subsequently returns to full-time employment, such Employee shall have the differential in sick leave credit accumulations reinstated to the maximum provided for in Article 16.01.

ARTICLE 17 BENEFITS UPON TERMINATION

17.01

Fifty percent (50%) of accumulated sick leave credits, to a maximum of one-half year's salary shall be paid to an Employee on retirement after twenty (20) years of service. A retiring Employee with less than twenty (20) years, but more than five (5) years of service shall be entitled to a payment of one-twentieth (1/20) of the above amount for each year of service. The definition of retirement shall be as set forth in the policies of the Niagara South Board of Education.

17.02

Fifty percent (50%) of accumulated sick leave credits, to a maximum of one-half

(1/2) year's salary shall be paid to an Employee upon termination of employment for reasons other than retirement or discharge for cause after twenty (20) years of service. A terminating Employee with less than twenty (20) years, but more than ten (10) years of service shall be entitled to a payment of ~~one-twentieth~~ (1/20) of the above amount for each year of service.

17.03

The formulae are outlined below:

- (a) for 12-month Employees:
$$50\% \times \frac{\text{C.S.L.} \times \text{Years}}{260 \quad 20} \times \text{annual salary}$$
- (b) for 10-month Employees:
$$50\% \times \frac{\text{C.S.L.} \times \text{Years}}{200 \quad 20} \times \text{annual salary}$$
- (c) (i) the numerators in the above formulae cannot exceed the denominator;
- (ii) "C.S.L." means the number of days of cumulative sick leave credits at the time of leaving;
- (iii) "Years" means the number of years of continuous employment with the Niagara South Board of Education or its predecessor boards;
- (iv) "Annual Salary" means the salary rate in effect at the time of leaving and is calculated as follows:
 - (a) for 12-month Employees - 52 x hourly rate x regularly scheduled hours
 - (b) for 10-month Employees - 41 x hourly rate x regularly scheduled hours.

17.04

In the event of the death of an employee, either before or after retirement, but before receiving the benefits upon termination as provided for in 17.01 and 17.02, such benefits shall be paid to the employee's estate.

17.05

Termination of employment benefits provided for in Article 17.02 shall apply to Employees with ten (10) or more years of service where the Employee is permanently laid-off, as defined in the Employment Standards Act, and that Employee's recall rights have expired.

18.01

The standard work week shall be thirty-five (35) hours consisting of five (5), seven (7) hour days, Monday through Friday. Flexible working hours may be arranged with the Superintendent of Business Affairs or designate in consultation with the Employee's immediate supervisor.

18.02

Overtime, when approved by the supervisor through the Personnel Services Department, shall be compensated by time off totalling one and one-half times the hours worked or the payment of time and one-half as mutually agreed upon by the employee and the appropriate supervisor, prior to performing the overtime work. Lieu time off at the above overtime rate shall be scheduled at a time mutually agreeable to the employee and the supervisor on the basis of seniority.

18.03

An Employee who is called back to work due to an emergency outside of the Employee's working hours shall be paid a minimum of three (3) hours (or time in lieu) at overtime rates.

ARTICLE

19

VACATIONS

19.01

(a)

Employees, defined in Article 24.01, shall receive vacations and vacation pay on the following basis:

Years of Service by

Annual Vacation

**September 30. of the
Vacation Year**

Entitlement

Less than one (1) year

One (1) working day per month to a maximum of ten (10) days with pay

One (1) year but less than three (3) years

Two (2) weeks

Three (3) years but less than ten (10) years

Three (3) weeks

Ten (10) years but less than eighteen (18) years

Four (4) weeks

Eighteen (18) years but less than twenty-six (26) years

Five (5) weeks

Twenty-six (26) years and over

Six (6) weeks

(b) Employees, defined in Article 24.03, shall receive vacation pay in accordance with the **Employment Standards Act.**

19.02 The vacation pay to which a deceased Employee was entitled at the time of that Employee's death shall be paid to the Employee's estate.

19.03 The Employer will approve sick leave to be substituted for vacation where it is satisfied that an Employee has become incapacitated by sickness or accident prior to commencing vacation.

19.04 Where vacations conflict within a functional department, they shall be determined by seniority with the Employer.,

ARTICLE 20 PAID HOLIDAYS

- 20.01**
- (a) Employees defined in Article 24.01, scheduled to work on a calendar year basis (i.e. 12 months), shall be entitled to fourteen (14) paid holidays.
 - (b) Employees, defined in Article 24.01, scheduled to work on a school year basis (i.e. 10 months), shall be entitled to twelve (12) paid holidays.
 - (c) Employees, defined in Article 24.03, shall be entitled to holiday pay in accordance with the Employment Standards Act.

20.02 Paid holidays granted in accordance with Article 20.01(a) shall include New Year's Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; and six (6) consecutive weekdays determined by the Employer occurring during the Christmas Break which shall include December 24, Christmas Day and Boxing Day.

20.03 Payment for paid holidays shall be based upon the weekly number of regularly scheduled hours divided by five (5). In any event, payment for weeks which include paid holidays shall not exceed the number of regularly scheduled hours for that week.

20.04 If a paid holiday is observed during an Employee's vacation, such Employee shall either be given another day's vacation with pay or wages in lieu thereof.

20.05 If a paid holiday falls during an Employee's time of paid sick leave, the Employee shall receive their regular pay for that day, but no time shall be deducted from the Employee's accumulated sick leave.

20.06 In the case of Employees, defined in Article 24.01, scheduled to work on a school year basis (i.e. 10 months), payments in lieu of Canada Day and Civic Holiday will be reflected during the Christmas Break to provide continuity of earnings.

ARTICLE 21 EMPLOYEE BENEFIT PLAN

21.01 All Employees, scheduled to work thirty-five (35) hours per week shall participate in the Ontario Municipal Employees Retirement System pension fund.

21.02 All employees scheduled to work ~~thirty-five~~ (35) hours per week may participate in the Employee Benefit Plan. The Employee Benefit Plan shall consist of:

Item 1 ~~Semi-Private~~ Hospital Supplement (Mutual Life or Equivalent)

Item 2 Extended Health Care Plan, nil deductible (Mutual ~~Life~~ or Equivalent) with provisions for ~~\$200.00~~, no deductible, every ~~two~~ (2) calendar years for prescription eyeglasses or contact ~~lenses~~ and provisions for hearing aids.

Item 3 Group Life Insurance in an amount of twice the employee's basic annual earnings increased to the next highest ~~\$1000~~, or as provided under the existing policy (Mutual Life or Equivalent).

Item 4 Dental Care Insurance, current O.D.A. Fee Schedule (Mutual Life or Equivalent).

Item 5 Long Term Disability insurance (Mutual Life or Equivalent) - benefits as per existing policy with a waiting ~~period~~ of ~~six~~ (6) ~~months~~ or the expiry of cumulative sick leave credits, whichever occurs later, for claims occurring after December ~~31, 1991~~.

21.03 The Employer shall pay 100% of all items listed in Article 21.02 for each participating Employee.

21.04 Employees are liable to the Board for the ~~over-payment~~ of health and welfare premiums resulting from their failure to notify the Board of changes in their insurance ~~status~~.

21.05 ~~Part-time~~ Employees, regularly scheduled to work ~~more~~ than seventeen (17) hours per week but less than thirty-five (35) hours per week, shall be entitled to participate in the ~~employee~~ benefit plans for which they ~~are~~ eligible by virtue ~~of~~ the terms of the ~~policies~~ with the insurance companies. The Employee's share of contributions shall be ~~pro-rated~~ to the ratio of the time employed.

21.06 Effective January ~~1, 1993~~, the Board shall continue the benefits and pay the full cost of premiums for ~~Items 1 to 3~~ in Article 21.02 until age ~~65~~ for Employees retiring early

and qualifying for an unreduced service pension. However, in such cases, the amount of Group Life Insurance shall be equivalent to one (1) times the Employee's basic annual earnings at the time of retirement, increased to the next highest \$1,000. as provided under the existing Policy or equivalent.

21.07

Where an Employee is in receipt of benefits in accordance with Item 5 as specified in 21.02, the Board shall continue to pay the full cost of premiums for Items 1 to 3 until the Employee elects to receive O.M.E.R.S. pension.

ARTICLE

22

NOTICES

22.01

Each Employee shall keep the Employer informed of their current address and telephone number.

22.02

All correspondence dealing with policy between the parties arising out of these agreements or incidental thereto, shall pass to and from the Asst. Superintendent/Personnel Services or Superintendent of Business Affairs and the Secretary or President of the Union.

22.03

The Employer shall notify Educational Assistants as early as possible, but no later than June 15th of the current year, of their placement for the subsequent school year as well as those Educational Assistants who will be redundant and for whom no position exists for the subsequent school year.

ARTICLE

23

HEALTH AND SAFETY

23.01

The Employer shall continue to make reasonable provisions for the safety and health of its Employees during the hours of their employment under the requirements of the Occupational Health and Safety Act and its regulations. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all Employees.

23.02

The Employer shall provide such safety equipment and protective clothing as required by the Employer or legislation and the Employee shall use such equipment and clothing at times determined by the appropriate supervisor.

23.03

The Employer agrees to recognize one (1) member and one (1) alternate member, selected by the Union, to serve as a representative on the existing Niagara South Board of Education Safety Committee.

ARTICLE 24 CLASSIFICATIONS

24.01

Employees shall be classified In one of the following job classifications and shall be paid at the appropriate salary rate as set out in Schedule A.

Life Guard

FoodsAssistant

Mail Clerk

Transportation Officer

Receptionist

Audio-Visual Technician

EducationalAssistant I

Printing Technician

EducationalAssistant II

Student Supervisor

Field Technician

Library Assistant

Software Support Technician

Administrative Clerk II

Secondary School
Secretary

Data Systems & Tests
Officer

Continuing Education

Buyer

Secretary

Tax Assessment Officer

Secretary III

Asst. Field Technician

Elementary School
secretary

Senior Administration
Assistant

Secretary II

Administrative Clerk I

Administrative Secretary
(Finance)

Administrative Secretary

24.02

When an employee is assigned to a higher classification on a temporary basis to replace an employee on sick leave or unpaid leave of absence for a period exceeding ten (10) working days, such employee shall receive additional compensation for the period of the assignment equivalent to where the employee would be placed if awarded the position on a continuing basis in accordance with Article 10.

24.03

Employees shall be classified in one of the following job classifications and shall be paid at the appropriate salary rate as set out in Schedule B.

Noon-hour Supervisor

Bus Rider

Supply Teacher Dispatcher

24.04 Effective January 1, 1995, Employees who are awarded a promotion to a higher wage level via Article 10.04 shall, upon appointment, be placed on the same step of the new wage level that they were on immediately prior to the promotion.

ARTICLE 25 METHOD OF PAYMENT

25.01 Payments shall be forwarded to the Canadian bank, trust company or credit union of the Employee's choice every second Friday. The statement of earnings and deductions shall be forwarded to all Employees no later than the next regularly scheduled courier date following the date of transfer.

25.02 Unemployment Insurance Commission (U.I.C.) Records of Employment shall be mailed to the last known address of the Employee. When the last regular pay date for 10 month employees falls on a date which is beyond their normal working term; and it is administratively possible to do so, U.I.C. Records of Employment shall be included with the last statement of earnings and deductions.

ARTICLE 26 REPORTING PAY GUARANTEE

26.01 An Employee reporting for work on their regular shift and sent home by the Employer due to an act of God or some other emergency suspending operations or closing a particular facility shall be paid their regular rate of pay for the balance of the Employee's shift.

26.02 Where an Employee has accumulated sick leave credits and where the Employee must leave work due to personal illness, provided that the Employee has been at work for at least one hour, there shall be no deduction from the accumulated sick leave credits for the first half day of absence.

26.03 The Board's current practice on cancelled shifts due to inclement weather shall remain in full force and effect during the life of this Agreement

ARTICLE 27 SURPLUS STAFF RESULTING FROM THE PERMANENT CLOSURE OF FACILITIES

27.01 In the event that it is necessary to permanently shut down a building, operation or facility at

any location or necessary to amalgamate *two* (2)

or more facilities, ~~the~~ Employees involved at the ~~facillity~~(ies) In question shall receive as much advance notice as possible but not less than ~~six~~ (6) calendar months.

27.02

When the closing or reorganization results in a surplus of one ~~(1)~~ or more Employees, a ~~committee~~ of management and union (which shall include ~~the~~ President, the Vice-president, the Chief Steward and O.P.S.E.U. Staff Representative) shall ~~be formed~~ to consider processes to minimize the impact of this change on the operation of the Board and its Employees. The ~~parties~~ of the above noted committee shall meet and develop terms and ~~conditions~~ to deal with the resultant staffing issues. This agreement shall be binding on all parties concerned. Failing agreement, the ~~procedure~~ as outlined in Article 10.10 shall apply. This six (6) calendar month guarantee shall apply to these ~~Employees~~.

27.03

This Article shall not apply where operations of the Board other than schools are ~~relocated~~ within the jurisdiction of the Board. A ~~committee~~ of the Board and the Union ~~will~~ meet to discuss any personal situations that may ~~arise with~~ individuals as a result of the relocation.

ARTICLE

28

EMPLOYEE ASSISTANCE PROGRAM

28.01

The Employer and the Union recognizes that mental illness, alcohol and drug addiction are medical disorders that may have a negative affect on performance in the work ~~place~~. They further recognize the social, personal and economic problems associated with them. Accordingly, the ~~parties~~ agree to establish a joint ~~Rehabilitation Committee~~ consisting of ~~two~~ (2) representatives ~~of~~ the Union and two (2) representatives of the Employer to establish procedures for dealing with these problems in the work ~~force~~.

The Employer agrees to fund the ~~Employee~~ Assistance Program by an amount of \$3,000. per year of operation of the Program.

ARTICLE

29

VIDEO DISPLAY TERMINALS

29.01

An employee required to operate a video display terminal shall be entitled to be relieved from such duties for a period ~~of~~ ten (10) minutes after each hour of continuous operation. During the ~~period~~ of relief, the employee shall perform other

job functions as assigned by the Principal or Supervisor.

9.02

A pregnant VDT operator may request reassignment from VDT duties for the remainder of the pregnancy by forwarding a written request to the employer together with a certificate from a legally qualified medical practitioner, certifying that the employee is pregnant.

29.03

Upon receipt of the written request specified in Article 29.02, the employer shall where possible, assign the employee to a temporary vacancy in the bargaining unit, provided that the employee is able and qualified to perform the required duties. During the period of temporary reassignment, the employee shall not receive less salary than they were previously receiving while operating a VDT.

29.04

Should a position of reassignment not be available, the employee may take leave without pay until such time as the Employee can commence maternity leave.

ARTICLE

30

TECHNOLOGICAL CHANGE

30.01

Regular employees who are assigned by the employer to work with new technologies shall receive a period of training and familiarization. Normally, such training shall be conducted during the employee's regular working hours at the employee's basic rate of pay. If the employer determines that training cannot be conducted during regular working hours then alternate arrangements to provide the training shall be made and the cost of the training, including accommodation and travel, shall be borne by the employer.

ARTICLE

31

USE OF PERSONAL TRANSPORTATION

31.01

The Employer agrees that no Employee in the Bargaining Unit is required to provide an automobile/vehicle, to transport students, as a condition of employment.

31.02

Members required to travel in the performance of their regular duties shall be compensated and covered by the Board Policy C-10: Travel Allowance.

ARTICLE

32

EMPLOYEE RECORDS

32.01

During the life of this Collective Agreement, the Board's Policy C-17 (Employee Records), dated March 26, 1991, shall remain in full force and effect.

32.02

Twenty-four (24) months following the issuance of any letter of discipline, provided



that there has been no recurrence of that or a similar incident in the same twenty-four (24) month period, the employee may request, in writing to the Superintendent of Business Affairs, that such notice of discipline be removed from the employee's personnel file. The Superintendent of Business Affairs shall review the request and make a decision, which is neither arbitrary nor discriminatory, and shall notify the Employee and the President of the Local of that decision. If a report is removed from the Employee's file, such report will not be relied upon, by either Party in any subsequent disciplinary action or proceeding.

32.03 The purpose of the Performance Appraisal is to outline an employee's strengths and weaknesses and such documentation shall not be construed as disciplinary action.

ARTICLE 33 SEXUAL HARASSMENT

33.01 During the life of this Collective Agreement the Board's Policy C-14 (Sexual Harassment) dated January 26, 1988 shall remain in full force and effect. No amendment to this policy shall be undertaken without prior consultation and opportunity for input from O.P.S.E.U., Local 260.

ARTICLE 34 STAFFING ELEMENTARY AND SECONDARY SCHOOLS

34.01 Secretarial and para-professional staffing for elementary and secondary schools shall be in accordance with Board Policies B-1 and B-2. The aforementioned Policies shall not be altered without prior notice and consultation with the executive of the Local.

ARTICLE 35 DURATION

35.01 This Agreement shall become effective as of January 1, 1995 and shall remain in full force and effect until December 31, 1996.

35.02 This Agreement shall be automatically renewed from year to year thereafter, unless notice by registered mail is given by either party for amendment in the ninety (90) day period prior to December 31, 1996 or any anniversary of such date.

35.03 In the event of notice being given, negotiations shall begin within fifteen (15) days following receipt of notification unless mutually agreed otherwise.

5.04

During negotiations upon any proposed new or revised Agreement, this Agreement shall remain in full force and *effect* until a new or revised Agreement is signed or until the conciliation procedure outlined in the Ontario Labour Relations Act has been completed, whichever shall first occur.

**FOR THE NIAGARA SOUTH BOARD
EDUCATION:**

**FOR THE ONTARIO PUBLIC SERVICE OF
EMPLOYEES UNION:**

SCHEDULE A

HOURLY RATES EFFECTIVE JANUARY 1, 1995 to DECEMBER 31, 1996

WAGE LEVEL	CLASSIFICATION	STEP ONE	STEP TWO	STEP THREE	STEP FOUR	STEP FIVE
01	Lifeguard Mail Clerk	10.48	11.30	12.15		
02	Receptionist	11.33	12.15	12.94		
03	Student Supervisor Library Assistant Foods Assistant	11.88	12.84	13.28	13.69	
04	Ed. Assistant II Admin. Clerk II secretary III	12.89	13.85	14.30	14.73	
05	Secondary Sch Secr Cont. Ed Secr secretary II	12.74	13.52	14.35	15.17	
06	Asst. Field Tech. Printing Tech.	13.48	14.24	15.06	15.85	
07	Ed. Assistant I Elementary Sch Secr	14.85	15.76	16.21	16.64	
08	A/V Tech Field Tech Software Sup. Tech Admin. Clerk I	14.87	15.51	16.15	16.87	17.66
09	Admin Secr-Finance Admin. Secretary	15.31	16.13	16.89	17.71	18.50
10	Data Sys & Test Off Buyer Tax Assessment Off Senior Adm. Asst Transportation Off	19.01	19.90	20.73	21.64	22.56

Notes: 1. The above rates include adjustments in accordance with the Pay Equity Plan between the Niagara South Board of Education and the Ontario Public Service Employees Union, Local 260 as required by the Pay Equity Act, 1987.

continued..

1. The position Administrative Secretary - Finance shall be eliminated as this position is vacated by the Incumbent.
2. Effective January 1st of each year Employees shall progress to the next step of the salary schedule for their classification until they reach the maximum for that classification.
3. The classification of Tax Assessment Officer was previously the Technical Support Officer.
4. Pay Equity shall be maintained in accordance with the Pay Equity Plan in effect for the bargaining unit.

SCHEDULE B

Hourly Rates effective:

January 1, 1995 to December 31, 1996

Noon Hour Supervisor	\$9.47
Bus Rider	\$9.97

Weekly Rates effective:

January 1, 1995 to December 31, 1996

Supply Teacher
Dispatchers for:

Niagara Falls Area	\$147.26
Welland (English Language)	\$ 77.13
Welland (French Language)	\$ 28.05
Port Colborne Area	\$ 63.11
Thorold Area	\$ 35.06
Pelham/Wainfleet Areas	\$ 63.11
Fort Erie/Ridgeway Areas	\$ 70.13

- Notes:**
1. The above rates include adjustments in accordance with the Pay Equity Plan between the Niagara South Board of Education and the Ontario Public Service Employees Union, Local 260 as required by the Pay Equity Act, 1987.
 2. Pay Equity shall be maintained in accordance with the Pay Equity Plan in effect for the bargaining unit.
 3. Supply Teacher Dispatchers currently receiving a weekly rate for their assigned area in excess of the above, shall continue to receive their current weekly rate for the life of this agreement.

LETTER OF UNDERSTANDING # 1

The Parties agree that remaining vacation credits will be paid to ten (10) month employees by May 15th of each year. Should this advance payment result in an overpayment to an individual employee; that employee shall be liable to reimburse the Board for any such overpayment.

LETTER OF UNDERSTANDING NO. 2

November 29, 1990

Mrs. Bridget Krajnak, President
O.P.S.E.U., Local 260
c/o Thorold Secondary School
Thorold, Ontario

Dear Bridget:

Re: Liability Insurance

As a follow-up to the Employee Relations Committee meeting of November 27, 1990, I would like to confirm the following matters.

The Niagara South Board of Education and all of its employees and volunteers are covered by a \$10,000,000 liability insurance policy, provided through the Ontario School Boards' Insurance Exchange. This coverage protects every member of O.P.S.E.U., Local 260, in the event of a lawsuit alleging negligence, provided the action that caused the injury or damage occurred while the employee was performing on Board business, unless, of course, the injury was wilfully done.

This \$10,000,000 coverage also applies to employees or volunteers who drive their own vehicles in the performance of their job or on Board approved activities. Interpreting insurance coverage is not easy. However, what this means is that the Board's policy will provide the excess coverage if the driver's liability limit is not sufficient to satisfy the claim.

To further explain the automobile insurance situation, I have enclosed a copy of the following:

- Board Memo 1990-91: S-01
- OSBIE Bulletin #4 (R) April 29, 1988
- OSBIE Bulletin #3 December 29, 1987.

* Any reference to teacher applies to non-teachers.

I hope the above is useful to you and will ease the minds of some of your members.

Yours very truly,

D. Bruce Russell
Superintendent of Business Affairs

DBR:blb
Ends.

cc: W.T. Millar
J.R. Bown
M. Woodcock
D. Easton

35