

AGREEMENT

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

EFFECTIVE FROM

September 1, 2002

to

August 31, 2005

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COLLECTIVE AGREEMENT

between

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(hereinafter called "the Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 5555
(hereinafter called "the Union")**

ARTICLE 1 - PURPOSE

- 1.01 It is the general purpose of this Agreement to establish and maintain positive relations between the Employer and its employees in the bargaining unit, to provide means for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION AND SCOPE

- 2.01 This Agreement will apply to all employees of the Kawartha Pine Ridge District School Board in the Counties of Northumberland and Peterborough and the Municipality of Clarington, save and except supervisors and persons above the rank of supervisor.

For purposes of clarity, the supervisors are listed in Appendix "B" attached.

- 2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer, among others, and subject to the provisions of this Agreement to:
- a) Maintain order, discipline, and efficiency, and to make, alter, and enforce rules and regulations to be observed by employees;
 - b) hire, retire, discharge, direct, transfer, classify, promote, demote or discipline employees provided that a claim that a permanent employee has been discharged or disciplined without just cause may be subject to a grievance and dealt with as hereinafter provided;
 - c) administer and manage all the affairs of the Employer; and
 - d) the parties agree to abide by the provisions of the Ontario Human Rights Code.

ARTICLE 4 – UNION SECURITY

- 4.01 The parties hereto agree that no employee will in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
- 4.02 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 4.03 During the term of this Agreement, the Employer agrees to deduct from each employee covered by this Agreement the dues and/or assessments as designated by the Union. Such deductions will commence immediately upon employment.

The Union agrees to give the Employer thirty (30) days notice in writing of the amount of such dues and/or assessments as designated, or of any changes in the amount of such dues and/or assessments.

The dues so deducted will be remitted to the Local Union Treasurer by the 15th day of the month following the month of deduction, accompanied by a list of names and classifications of the employees from whose wages the deductions were made, the addresses of all new employees from whom a first deduction was taken, and any deletions.

If applicable, where a part-time employee receives no wages in a pay period, but received wages during the calendar month, the appropriate dues will be

deducted from the next pay period in which the part-time employee receives wages.

The Union will indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

4.04 The Employer will advise new employees that a collective agreement is in effect, and will provide each new employee with a copy of the current Collective Agreement.

4.05 At the Board's scheduled new employee orientation session(s), the President or designate, when the President is not available, will be afforded a maximum of thirty (30) minutes for the purpose of discussing benefits and duties of union membership.

ARTICLE 5 – NO STRIKES OR LOCK-OUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout. Strikes and lockouts will be as defined in the Ontario Labour Relations Act.

ARTICLE 6 - REPRESENTATION

6.01 The 1st Vice-President/Executive Chief Steward or any duly elected steward will investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.

The number of stewards will not exceed fourteen (14) including the Chief Steward.

The Union will notify the Employer in writing of the names of such stewards at the time of their appointment and the Employer will not be required to recognize any such stewards until it has been so notified.

6.02 With respect to any matter which properly concerns the negotiation, modification, renewal or termination of this Agreement, the Employer will recognize a Negotiating Committee elected by the Union and comprised of a maximum of nine (9) employees and the President. The Union's negotiating committee will have the assistance of the CUPE National Representative.

The Union will notify the Employer in writing of the names of the members of the Negotiating Committee at the time of their appointment and the Employer will not be required to recognize such employees until it has been so notified. The Employer will notify the Union in writing of the names of the members of the Employer's Negotiating Committee at the time of their appointment.

6.03 (a) The Union agrees that committee persons and stewards will have acquired seniority standing with the Employer prior to their appointment.

The Union further agrees that committee persons and stewards have regular duties which must be effectively and efficiently performed on behalf of the Employer and that such employees will not therefore leave their regular duties to investigate or process any grievances with the Employer without first obtaining permission to do so from their immediate supervisor.

Upon resuming their regular duties the employee is required to report their return to their immediate supervisor.

(b) Committee persons and stewards who wish to enter any school and workplace for the purpose of conducting union business will do so with the prior approval of the site manager. Such approval will depend on the committee persons and stewards stating the purpose of the visit. Such approval will not be unreasonably denied.

Upon arrival at the work site or department the committee person or steward is required to report their presence to the work site or department office.

(c) The Employer will pay committee persons and stewards doing bargaining unit work at their regular straight time hourly rate without loss of seniority for all regular time lost in investigating or processing grievances or negotiating the renewal of the Agreement, but not including arbitration.

The Employer will also pay committee persons and stewards doing bargaining unit work at their regular straight time hourly rate without loss of seniority for attending meetings involving the Human Resources Department, or designate, during regular working hours.

6.04 Every employee will be notified of the name of their immediate supervisor. For purposes of this Collective Agreement, an employee's immediate supervisor will be the supervisor outside the bargaining unit.

ARTICLE 7 - SENIORITY

7.01 (a) Seniority will accrue from the date on which an employee was last hired to a period of continuous service with the Employer and/or Predecessor Boards, if the employee is in a position within the bargaining unit. Seniority will accumulate by months and years and will be expressed on the seniority

list numerically to two (2) decimal places. An employee will accumulate seniority in any month in which the employee works and during the summer recess period.

Should a tie occur, the tie will be broken by lot conducted by the Superintendent of Human Resources, or designate, and the President of CUPE Local 5555, or designate.

- (b) Casual employees as defined in Article 7.03 (c) will be credited with all seniority earned during continuous employment with the Board upon completion of the probation period following their having successfully posted into a permanent position.

7.02 Probation Period

New employees will serve a probationary period of sixty (60) days worked before acquiring seniority rights, which will then date back to their last date of hire. During the probationary period, the employee will enjoy all the rights and privileges under this Collective Agreement with the exception of the just cause provisions.

7.03 Employee Definition

- (a) Permanent employees are those who have obtained a permanent position and who have completed their probation period as defined in Article 7.02 above.
- (b) Casual employees are defined as follows:
 - (i) employees hired for a specific term to cover the absence of a permanent employee up to and including ninety (90) working days; or
 - (ii) employees hired to provide temporary assistance above the normal complement or to work on special projects for periods not to exceed ninety (90) working days, unless otherwise agreed by the Union and the Employer;
 - (iii) notwithstanding (i) above, in the case of pregnancy/parental leave and extensions, casual employees may be employed for the duration of the leave.
- (c) Casual employees as described above will be subject to the terms and conditions of this agreement, with the exception of the following articles:
 - (i) Article 7 – Seniority

- (ii) Article 9 – Layoff and Recall
- (iii) Article 12 – Recognized Holidays
- (iv) Article 13 – Leave of Absence
- (v) Article 14 – Benefits
- (vi) Article 15 – Vacation
- (vii) Article 16 – Sick Leave
- (viii) Article 17 - Retirement Gratuity
- (ix) Pension Eligibility subject to *OMERS Act and Regulation*.

- (d) Casual employees will be paid holiday pay if they qualify for a recognized holiday (in accordance with Article 12) by working their scheduled shift before and after the recognized holiday, and further provided that they work not less than ten (10) days in the thirty (30) working day period prior to the recognized holiday.
- (e) Casual employees will be paid the lowest rate of pay for the job to which they are assigned as per Article 22.03.
- (f) Casual employees will be paid four per cent (4%) vacation pay with each pay.

7.04 Seniority will not accrue during unpaid leave of absence for a period in excess of thirty (30) working days. Seniority will continue to accrue during a layoff period.

7.05 Seniority List

- (a) The seniority list for permanent employees will be compiled April 1 with a publication date of May 1 of each year and will be posted in all work sites with a copy forwarded to the Union.
- (b) The seniority list will include: name, date of hire, seniority in years and months expressed on the seniority list numerically to two (2) decimal places, location(s) and classification of each employee.
- (c) Any disputes regarding placement on the seniority lists should be brought to the attention of the Human Resources Department, in writing, within thirty (30) days of the publication of the list. Thereafter, the seniority list will be deemed to be correct.

7.06 Loss of Seniority

- (a) Seniority, once established for an employee, will be forfeited under the following conditions and the employee's employment with the Employer will be deemed to be terminated:

- (i) if the employee voluntarily quits, including resignation or retirement;
 - (ii) if the employee is discharged for any cause and not reinstated through the grievance procedure;
 - (iii) if the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
 - (iv) if twenty-four (24) months have elapsed from the day of lay-off;
 - (v) if the employee is absent from work for more than three (3) working days without notifying the Employer.
- (b) An employee who leaves the bargaining unit for a permanent non-bargaining unit position with the Employer forfeits all rights and privileges of the Collective Agreement. However, any such employee who returns to the bargaining unit within six (6) months will be credited with seniority accumulated up to the date of leaving the bargaining unit.
- (c) An employee who voluntarily leaves the bargaining unit for a temporary non-bargaining unit position with the Employer forfeits all rights and privileges of the Collective Agreement and, upon return to the bargaining unit, the employee will be credited with seniority accumulated up to the date of leaving the bargaining unit.

7.07 All employees will keep the Human Resources Department informed of their current address and telephone number.

ARTICLE 8 - JOB POSTING

8.01 Permanent job vacancies and new permanent positions that are created by the Employer, will be posted in each location where members of this bargaining unit are working.

A permanent part-time position increasing in hours to a permanent full-time position as defined in Article 7.03 (a) and 7.03 (b) will be posted in each location where members of this bargaining unit are working.

A part-time employee who is displaced as a result of such posting will not be deemed to have been laid off and will exercise their bumping rights excluding the notice and pay in lieu thereof provisions outlined in this Collective Agreement.

A copy of each posting will be forwarded to the Union at time of posting.

Postings will be posted for a period of seven (7) working days in order that all employees will know of the position and have the opportunity to make

application for the position.

An employee wishing to be considered for the position so posted will make formal application in writing. The employee must ensure that the application is received by the Human Resources Department by 4:00 p.m. on the posting closing date. Such application may be delivered in person, by mail, or by facsimile.

Combined positions do not constitute a single position for the purpose of job posting.

8.02 Employees on any type of leave of absence may have postings forwarded to their place of residence if they so request.

8.03 Job postings for vacancies created during the summer recess (July and August) will be posted with a closing date of July 17th, August 26th, or after the start of the new school year in September.

Vacancies which occur during July and August will be posted only through the voice mail system, the Employer's web site and at the Education Centre in Peterborough. It is the employee's responsibility to check these systems for posted vacancies and, if the employee wishes to apply, to make formal application in writing by the closing date.

8.04 Method of Appointment

(a) In filling posted vacancies, the Employer will first consider applications from those employees for whom the posted vacancy represents a move within the same pay band or lower. In filling these vacancies, the Employer will appoint the senior applicant who holds at least the minimum requirements as set out in the posting.

(b) Where there are no applications from employees who wish to move into the posted vacancy as prescribed in (a) above, the Employer will consider applications from employees for whom the posted vacancy represents a promotional opportunity.

In considering applicants for promotion, the Employer will consider the relevant qualifications, experience, knowledge, skill and ability of the applicants to perform the normal required work.

Where these are relatively equal, seniority will govern.

(c) If the position is not filled as a result of the posting the Employer reserves the right to hire.

8.05 Notice of new jobs or vacancies will contain the following information:

- Job Title
- Location of the job
- Qualifications
- Required knowledge, skills and ability
- Hours of work
- Wage rate
- Commencement date
- Application requirements
- Closing date

A copy of each posting will be forwarded to the Union at the time of posting.

- 8.06 (a) The successful applicant will be placed in the vacancy for a trial period not exceeding sixty (60) days worked and, if the employee proves satisfactory, the employee will be confirmed in the position.
- (b) If the employee proves unsatisfactory during the sixty (60) day trial period, the Employer will return the employee to the employee's former position at the former salary as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement.
- (c) If the employee is dissatisfied with the position during the first twenty (20) days worked of the sixty (60) day trial period, the employee may elect to return to the employee's former position at the former salary as will any other employee in the bargaining unit who was promoted or transferred by reason of the such placement. The affected employee(s) will return to their previous position(s) without loss of seniority.
- 8.07 Employees are limited to one (1) move to a permanent position in a six (6) month period under this Article unless it involves a promotion which is defined as either an increase in rate of pay or work hours.
- 8.08 Movement to the new position may be delayed until the next occurring natural break in the school session (i.e. Christmas break, end of term, mid-winter break, etc.)
- 8.09 Applications of bargaining unit employees will be processed before the vacancy is advertised externally. Where recognized trade or professional certification is required for a position, the Employer may internally post and externally advertise the position simultaneously.

- 8.10 Any unsuccessful applicants who have higher seniority standing than the successful applicant will be informed in writing of the reasons for not being selected within ten (10) working days of the selection of the successful applicant. The Union will receive copies of any such letters.
- 8.11 The Union will be notified within ten (10) working days after the posting has closed of the successful applicant. The Employer will advise the unsuccessful applicants, in writing, within ten (10) days after the position is filled that they were not selected for the position.
- 8.12 The parties recognize that there may be situations where the hours of work for the part-time positions in more than one location may conflict and therefore preclude an employee from holding more than one (1) part-time position. The Employer will make reasonable effort to allow the combination of part-time positions.
- 8.13 Temporary Positions
- (a) Any position which is vacant because of illness, accident, vacation, leave of absence, temporary transfer or promotion and/or temporary positions of less than ninety (90) working days will not be deemed to be vacant for the purpose of posting.
- Where it is known that the above temporary vacancies/positions will exceed ninety (90) working days, the position will be posted as a temporary position at the time the leave commences.
- Where it is known that the employee will not return to work due to permanent disability, the position will be posted immediately.
- Should an employee whose position has been posted in accordance with the above subsequently return to work within two (2) years they will be returned to their original position.
- A modified work assignment, wherein the employee does not perform all of the essential duties of the position, will not constitute a return to work for the purposes of this Article.
- (b) Notwithstanding the above, the Employer will not hire a casual employee if a member of the bargaining unit who is on the Recovery List, is qualified to do the work, as determined by the criteria set out in Article 8.04 (Job Posting).
- (c) The Employer will advise the Union in writing of the circumstances of each appointment of a casual employee to a temporary position as described above.
- 8.14 If an employee receiving benefits (24 hours per week or over) has a reduction of hours and remains in that job, such employee will remain in the position if hours are again increased and the job will not be posted.

8.15 Notwithstanding all other provisions of this Article, any vacancies in educational assistants and child and youth workers classifications declared by the Employer during the school year will be filled on a temporary basis and posted in accordance with the posting process prior to the commencement of the next school year, provided that the position still exists.

ARTICLE 9 - LAYOFF AND RECALL

9.01 Definition:

A layoff will be defined as a permanent reduction in the work force or a permanent reduction in the normal hours of work for any employee covered by the terms of this Agreement.

9.02 Notice of Lay-off:

In the event of a proposed lay-off of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer will:

- (a) Provide the Union with not less than one (1) month notice of the proposed lay-off or elimination of the position; and
- (b) Provide to the affected employee(s), if any, no less than one (1) month written notice or pay in lieu thereof.

9.03 Role of Seniority:

- (a) Layoffs will be implemented on the next occurring natural break in the school session (i.e. Christmas Break, end of term, mid-winter break, etc.)

However, there will be no layoff of employees in the education assistant or child and youth worker classifications during the school year. Employees in these classifications who are declared redundant in their position will be maintained at their pre-redundancy hours of work, wage rate, and work location. As required by work load needs the employee may be directed by the Employer to work in the employee's classification at different locations within the Board.

- (b) Both parties recognize that job security will increase in proportion to length of service. An employee about to be laid off may opt to accept the layoff or opt to retire, if eligible, or bump an employee with less seniority, providing the employee exercising the right to bump is qualified to perform the work of the employee with less seniority and provided further that such employee can perform said work with orientation.

The right to bump extends to classifications in the same or lower band.

Note: Orientation is deemed to be familiarization with the workplace and routine, not training.

- (c) New employees will not be hired until those laid off have been given the opportunity of recall provided that those being recalled are qualified and able to perform the duties of the positions available.
- (d) It is understood and agreed that, for employees who are normally employed less than twelve (12) months, non working times during the mid-winter, summer, or Christmas breaks, on teacher professional development/activity days, and on non-instructional days, do not constitute a reduction in working force or a lay-off within the meaning of this Article.
- (e) A permanent employee subject to layoff, who has no bump, will be placed on the casual list ahead of any existing casual employee.
- (f) No permanent employees will be laid off by virtue of any or all of the work being assigned to persons paid or unpaid who are not in the bargaining unit.

9.04 Recovery List

- (a) The Employer will maintain and provide to the Union, monthly, a Recovery List, which will show, in order of seniority, all employees who have been laid off in the previous twenty-four (24) month period.
- (b) No new employee will be hired until those on the Recovery List have been given an opportunity for re-employment by job posting, provided that they are qualified to do the work as determined by the criteria set out in Article 8.04 (Job Posting).
- (c) The Employer will notify the employee of recall opportunity by personal contact. Failing that, the employee will be notified of the recall opportunity by registered mail, addressed to the last address on record with the Employer, with a copy to the Union. An employee receiving a registered letter in accordance with this Article will contact the Human Resources Department within forty-eight (48) hours of receipt of the notice to return to work if the employee wishes the Employer to hold the job open for the employee for a full seven (7) day period.
- (d) An employee may decline the right of recall once and remain on the recovery list.

9.05 Employees on lay-off will be given the opportunity to fill temporary positions/vacancies of greater than ten (10) consecutive working days. Employees will not be obligated to accept these positions. Employees on lay-off who are filling temporary positions/vacancies will not forfeit their recall rights to permanent work.

9.06 An employee who accepts recall to a lower classification will waive the right to further recall except if within twenty-four (24) months of accepting the lower position, a vacancy occurs in the employee's former classification and status. The opportunity to move back to the employee's former classification and

status will only occur once.

9.07 Grievances concerning lay-off and recalls may be initiated at Step 3 of the Grievance Procedure.

9.08 During a period of continuous layoff, subject to eligibility requirements as specified by the insurer, the employee may participate in any of the Group Benefits to which the employee belongs at the time of the layoff provided that the employee pays the premium. To maintain participation and coverage under the Collective Agreement, the employee must agree to participate in a pre-authorized debit plan. The employee will supply the Employer with a VOID cheque from the employee's bank account. Deductions will be made from the employee's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefits Plans for any employee should any two payments be denied for reason of insufficient funds.

9.09 Redeployment

(a) In the event of notice being given pursuant to Article 9.02, the Labour Management Committee will meet no later than two (2) weeks after such notice.

(b) The purpose of such meeting(s) are to:

(i) Identify and propose alternatives to the proposed lay-off(s) or elimination of positions(s) including, but not limited to, identifying work which would not otherwise be bargaining unit work and is currently work contracted out by the Employer which could be performed by bargaining unit employees;

(ii) Identify vacant positions, or positions which may become vacant, within a twelve (12) month period which are either:

Within the bargaining unit; or
Not covered by the Collective Agreement

(iii) Identify retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.

(c) The parties will make every effort to find alternatives to layoffs.

(d) The Employer will provide to the Committee all pertinent staffing, and financial information.

ARTICLE 10 - HOURS OF WORK

10.01 The Employer does not guarantee to provide work for regularly assigned hours or for any other hours. Notwithstanding the foregoing, an employee who reports for work on the employee's regularly scheduled shift will be guaranteed pay equal to one-half ($\frac{1}{2}$) of the employee's regular shift if no work is available.

10.02 Paid Rest Periods

Employees working six (6) hours or more a day will be allowed two (2) fifteen (15) minute rest periods. Employees working less than six (6) hours a day will be allowed one (1) fifteen (15) minute rest period.

10.03 Lunch Break

- (a) No employee will be required to work longer than five (5) consecutive hours without an unpaid, uninterrupted lunch period of at least thirty (30) minutes.
- (b) Employees who are required to stay at their work site for the entire shift will be entitled to a thirty (30) minute uninterrupted paid lunch break.

10.04 Employees will be entitled to work flexible hours in accordance with Board Policy which may be amended from time to time.

10.05 (a) **Forty (40) Hour Work Week**

For classifications identified in Schedule B-1:

- (1) The normal hours of work will be forty (40) hours per week, consisting of eight (8) hours, excluding lunch period within a ten (10) hour period, and will be worked in accordance with shift schedules as determined by the Employer.
- (2) Employees who wish to switch shifts on a short-term temporary basis only will be allowed to do so providing there is no additional cost and subject to the prior approval of the immediate supervisor.
- (3) The Employer will not introduce new split shifts beyond the current practice without consultation with the Union.
- (4) The work year will be twelve (12) months except for cafeteria workers whose work year will be determined by operational needs.

(b) **Thirty (30) Hour Work Week**

For classifications identified in Schedule B-2:

- (1) The normal hours of work will be up to thirty (30) hours per week, Monday to Friday, inclusive. In certain special circumstances determined by the Employer, e.g., for student needs, or for Brookside Secondary School, the regular hours may be increased above thirty (30), but in no case will such weekly hours exceed thirty-five (35).
- (2) The working year will be the school year as provided in the *Education Act*, as amended from time to time, less the days designated as Professional Development/Activity days and non-instructional days. The working year for employees assigned to junior and senior kindergartens, and to Brookside Secondary School, will be as determined by the Employer.

Notwithstanding the working year as defined above, the Employer may require an employee to work on a Professional Development/Activity day

for the purpose of professional development. In such cases, the employee will be paid the employee's regular daily rate of pay.

Notwithstanding the working year as defined above, Student Retention Counsellors will work less than the school year.

Salary will be continued for unpaid time occurring in the Christmas and Mid-Winter recess periods through the utilization of vacation pay accruing during the school year.

If the principal, or immediate supervisor arranges for work to be done during these periods, the time so worked will be submitted on a time sheet.

(c) **Thirty-Five (35) Hour Work Week**

For classifications identified in Schedule B-3:

- (1) The normal hours of work will be up to thirty-five (35) hours per week, Monday to Friday, inclusive.
- (2) The work year will be either the school year plus up to ten (10) day, or twelve (12) months per year.

It is understood that school year plus up to ten (10) day employees are not normally required during the Christmas, mid-winter and summer recesses.

Salary will be continued for unpaid time occurring in the Christmas and mid-winter recess periods through the utilization of vacation pay accruing during the school year.

If the principal or immediate supervisor arranges for work to be done during these periods, the time so worked will be submitted on a time sheet.

(d) **Modified Thirty-Five (35) Hour Work Week**

For classifications identified in Schedule B-4:

- (1) The normal hours of work will be up to thirty-five (35) hours per week, Monday to Friday, inclusive.
- (2) The daily hours of work will be determined to best meet the needs of students with whom the employee is working.
- (3) The work year will be the school year plus up to ten (10) day per year. However, employees will be paid over twelve (12) months, in consideration of lieu time.

(4) It is understood that school year plus up to ten (10) day employees are not normally required during Christmas, mid-winter and summer recesses.

(5) If the immediate supervisor arranges for work to be done during these periods, the time so worked will be submitted on a time sheet.

10.06 No employee will engage in other remunerative work which conflicts with the employee's availability or general efficiency for work.

ARTICLE 11 - OVERTIME

11.01 Overtime work must be approved in advance by the Employer

11.02 All time worked beyond an employee's classification's normal full-time hours of work (with the exception of those employees who work in Schedule B-4) and as approved by the employee's immediate supervisor, will be considered overtime worked and will be paid for at the rate of time and one-half (1 1/2 x).

11.03 In the case of a part-time employee, or a full-time employee who does not regularly work the normal scheduled hours for their classification, all time worked beyond the regular scheduled hours for their classification, with the prior approval of their immediate supervisor, will be considered overtime worked and will be paid for at the rate of time and one-half (1 1/2 x).

11.04 The Employer will endeavour to distribute overtime work as evenly as is practicable among employees who normally perform the required work. Overtime scheduled and refused will be considered overtime worked for purposes of distribution.

11.05 Overtime worked on a Saturday will be paid at the rate of time and one half (1 1/2 x).

11.06 Overtime worked on Sunday will be paid at the rate of double time (2 x).

11.07 Overtime worked on a paid holiday will be paid at a rate of double time (2 x) for work performed.

11.08 Employees will not have their regular hours rescheduled to offset or equalize any overtime worked.

11.09 Instead of cash payment for overtime approved by the employee's immediate supervisor, an employee may choose to bank overtime hours at the appropriate overtime rate to a maximum of forty (40) hours at the employee's regular straight time rate of pay. Banked time will be used at a time selected by the employee, subject to the approval of the employee's immediate supervisor. Such approval will not be unreasonably denied.

- 11.10 If an employee is called back to work after they have left the Employer's premises, the employee will receive a minimum of three (3) hours pay at the appropriate overtime rate.
- 11.11 Overtime premiums will not be duplicated or pyramided nor will other premiums be duplicated nor pyramided, except in the case of a recognized holiday where an employee is required to work overtime. Employees required to work overtime on a recognized holiday will receive both the appropriate overtime rate and the appropriate recognized holiday pay for working on a recognized holiday. No overtime will be paid where the time worked was a result of an exchange of shifts between employees.
- 11.12 Overtime Scheduling Guidelines
- a) The immediate supervisor, or designate, will review the overtime hours to determine the next employee for overtime work.
 - b) The immediate supervisor, or designate, determines the employee with the least number of overtime hours and notifies the employee they are responsible for the scheduled work. In the event there is a tie in hours between employees, the employee with the highest seniority will be considered first for the overtime work.
 - c) If the employee is not available for work they will be charged with the hours worked as determined by the Collective Agreement.
 - d) The immediate supervisor, or designate, will contact the next employee on the list and they will be offered the overtime work. If the employee is unable to perform the overtime duties they will not be charged with the hours worked.
 - e) The immediate supervisor, or designate, will continue contacting employees until an employee is available to perform the overtime worked. The employee performing the duties will be charged with the time as hours worked for the purposes of the overtime schedule. Hours worked will be adjusted to the employee's overtime recorded hours.
 - f) Employees who are on vacation, leave of absence, sick leave, banked time hours, or who have been removed from the school and are working at another work location at the discretion of the immediate supervisor, or designate, will not be considered eligible for overtime scheduling.
 - g) In the event no employee is available for the work the immediate supervisor, or designate, will contact an employee from outside of the place of work and assign the work.
- 11.11 Travel time to events such as workshops, conferences or seminars, and/or conference, seminar or workshop time will not be considered time worked for

purposes of overtime.

ARTICLE 12 – RECOGNIZED HOLIDAYS

12.01 The following will be recognized as holidays to be paid for on the basis of an employee's regularly scheduled hours at the regular straight time hourly rates specified in this Agreement:

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

In addition, employees will be granted the last half of the employee's scheduled shift to a maximum of four (4) hours on the day of Christmas Eve as a holiday and provided such day is a scheduled working day for such employee.

Note: Employees who are employed to work on a ten (10) month basis will not receive holiday pay for Canada Day, Civic Holiday and Labour Day. Should an employee be required to work during the first week of July the employee will be paid for the Canada Day Holiday. Should an employee be required to work during the week immediately preceding Labour Day, the employee will be paid for the Labour Day Holiday as the case may be.

12.02 An additional holiday to be known as a floating holiday is provided. This holiday will be individually agreed upon between the Employer and the employee and will be at no additional cost to the Board. It is mutually agreed that this holiday will be taken in the contract year and cannot accumulate from year to year.

12.03 Whenever a holiday listed above falls on Saturday or Sunday, the preceding Friday or the following Monday will be declared a holiday. The choice of the Friday or Monday will be at the Employer's discretion.

12.04 If any other day is proclaimed as a statutory holiday by the Provincial or Federal Governments, it will be granted to employees as an additional paid holiday provided that such holiday is a school holiday.

12.05 If any of the above holidays fall or are observed during an employee's vacation, the employee will be entitled to an extra day's pay at the employee's regular

straight time hourly rate or to an extra day's vacation with pay at a mutually agreeable time.

- 12.06 The Employer agrees to a complete shutdown between Christmas and New Year's without loss of pay for all employees. The specific days of the shut down will be in accordance with Appendix "C" of the Collective Agreement.

During the Christmas and mid-winter breaks all employees will work the day shift.

- 12.07 Holiday pay for permanent part-time employees who work full-time hours per day but not per week will be paid on the basis of the proportion that their scheduled weekly hours bear to normal full-time weekly hours.

ARTICLE 13 – LEAVE OF ABSENCE

13.01 Return from Leave

It is understood that, upon the employee's return from any of the leave of absence provisions in this Article, and subject to any changes to the employee's status which would have occurred had the employee not been on leave, the employee will be reinstated to their former position at the appropriate rate of pay.

13.02 Leave of Absence Without Pay

(a) Personal Leave of Absence Without Pay

The Employer may grant a leave of absence of up to one year (1) without pay to employees for personal reasons. In cases of illness and accidents, the Employer will grant a leave of absence of up to six (6) months without pay after the employee has exhausted the employee's sick leave entitlement under Article 16, provided that the employee will, when required, produce to the Employer evidence of illness. The employee must renew any leave of absence at the end of each one (1) year or six (6) month period, which may be granted at the discretion of the Employer. Seniority will not accrue for leaves in excess of thirty (30) days.

It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the employee may participate in any of the Group Benefits to which the employee belongs at the time of the leave provided that the employee pays the premium. To maintain participation and coverage under the Collective Agreement, the employee must agree to participate in a pre-authorized debit plan. The employee will supply the Employer with a VOID cheque from the employee's bank account. Deductions will be made from the employee's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any employee should any two payments be denied for reason of insufficient funds.

(b) Pregnancy Leave of Absence

Pregnancy leave will be granted in accordance with provincial statutes. During this period, full seniority will accumulate.

Subject to eligibility requirements as specified by the insurer, the employee may participate in any of the Group Benefits to which the employee belongs at the time of the leave provided that the employee pays their share of the premium.

When an employee decides to return to work after pregnancy leave, the employee will provide the Employer with at least two weeks' notice.

(c) Parental Leave of Absence

Parental leave will be granted in accordance with provincial statutes. During this period, full seniority will accumulate.

Subject to eligibility requirements as specified by the insurer, the employee may participate in any of the Group Benefits to which the employee belongs at the time of the leave provided that the employee pays their share of the premium.

When an employee decides to return to work after parental leave, the employee will provide the Employer with at least two weeks' notice.

(d) Adoption Leave

Where an employee seeks leave due to adoption, the foregoing provisions for parental leave will apply.

(e) Leave for Public Office

(1) An employee who is elected as an MPP or MP, or other public office which requires full time leave, will be entitled to an unpaid leave of absence, for the term of office, to a maximum of five (5) years. Seniority will not accrue during such leave; group benefits participation may continue, at the employee's expense. The leave may be terminated by the employee with two (2) months' written notice.

(2) An employee who is elected to public office, other than full time leave specified in (1) above, will be granted unpaid leave appropriate to the needs of the office. Seniority will accrue during such leave; group benefits participation may continue, at the employee's expense, pro-rated appropriately in the case of part-time leave. The leave may be terminated by the employee with two (2) months' written notice.

13.03 Leave of Absence with Pay and without Deduction from Sick Leave

(a) Bereavement Leave

- (1) Leave of absence without loss of pay will be granted to a maximum of three (3) working days in the case of the death of an immediate member of the employee's family. Immediate member of the family will mean spouse, common law partner or same sex partner residing at the employee's residence, fiancé, mother, father, daughter, son, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
- (2) Leave of absence without loss of pay will be granted to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, or nephew.
- (3) At the discretion of the Superintendent of Human Resources, or designate, up to two (2) additional working days may be granted to meet the exigencies of distance and special circumstances.
- (4) Employees will not be paid for Saturdays or Sundays under this Article.

(b) Jury Duty or Court Witness Leave

- (1) Where an employee is absent by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding, including a coroner's inquest, to which the employee is not one of the persons charged, regular salary will be continued without loss of sick leave, but the employee must pay to the Employer any fee received as a juror or a witness.
- (2) In order to qualify for payment under this article the employee will:
 - inform the employee's immediate supervisor within twenty-four (24) hours of receipt of the employee's notice for service as a juror or witness; and
 - provide a written statement to the Employer indicating the date of the employee's service as a juror, or witness, the time so spent and the fee received for the employee's services.

(c) Personal Leaves

A maximum of three (3) days per year leave of absence with pay may be granted subject to the approval of Superintendent of Human Resources, or designate, for leaves defined herein where such leaves occur during a normal working day.

For purposes of this Article, "year" is defined as 1 September to 31 August.

Other leaves will include:

- (1) to serve as a pallbearer in a circumstance not involving the immediate family;
- (2) to attend the birth of the employee's child;
- (3) to attend post-secondary convocation of the employee, spouse or child;
- (4) to write examinations to upgrade the employee's employment qualifications;
- (5) to attend a legal appointment; and
- (6) for the employee to move the employee's residence.

13.04 Leave of Absence with Pay and with Deduction from Sick Leave

A maximum of three (3) days per year leave of absence with pay, and with deduction from the employee's sick leave credit, may be granted subject to the approval of Superintendent of Human Resources, or designate, for leaves defined herein where such leaves occur during a normal working day.

In extenuating circumstances, an additional two (2) days per year with pay, and with deduction from the employee's sick leave credit, may be granted at the discretion of the Superintendent of Human Resources, or designate.

If the employee does not have sufficient sick leave credits, such leave will result in loss of pay.

For purposes of this Article, "year" is defined as 1 September to 31 August.

- (a) **Compassionate leave** will include leave:

- (1) to attend the funeral of a close friend;
- (2) to attend to sudden or unexpected illness, totally unforeseen and requiring immediate attention, of the employee's spouse, common law partner or same sex partner residing at the employee's residence, child or parent.

Payment will be made only to the extent of time lost while the employee's presence is required at home until other arrangements can be made. The employee may be required to provide proof of illness to the Employer; and

- (3) for special circumstances at the discretion of the Superintendent of Human Resources, or designate.

(b) **Other leave** will include leave:

- (1) for medical or dental appointments where it is not possible for the employee to schedule such appointments other than during regular working hours; and
- (2) Pregnancy Care Leave

During the term of pregnancy, an employee will be allowed up to two (2) days leave in addition to the three (3) days specified above.

13.05 Leave of Absence Paid by the Union

(a) Leave of Absence For Union Business

- (1) Upon written request by the Union to the Superintendent of Human Resources, or designate, at least two (2) weeks in advance of the start of such leave, leave of absence without loss of pay will be granted for employees to attend CUPE related conventions, conferences, workshops or seminars and always provided that such leave does not interfere, in the opinion of the Employer, with the continuance of efficient operations. The number of employees is not to exceed eight (8) at any one time.
- (2) An employee who is elected or selected for a full-time position with the Union (CUPE/Ontario Division), including the President of the Local, or any organization with whom the Union is affiliated, will be granted a leave of absence without loss of seniority for a period of up to two (2) years. Such leave of absence will be renewed upon request during the employee's term of office.
- (3) The Union will reimburse the Employer for the amount paid an employee while on leave in accordance with (1) and (2) above, including the

cost of benefits, provided that the Employer is given prior authorization, in writing, from a proper officer of the Union to pay an employee while on such leave.

(4) The Employer will consider requests of less than two (2) weeks advance notice.

(b) Leave of Absence for Negotiation Preparation

In the period of six (6) months prior to the termination of the Collective Agreement, upon request, each member of the Union's Negotiating Committee will be entitled to up to five (5) days off to prepare for negotiations with the Employer.

The Union will reimburse the Employer for the cost of the employee's pay when the employee is replaced by the Board.

The Union will give the Employer a minimum of ten (10) days advance notice of any such request.

13.06 Employee Self-Funded Leave

(a) The Employee Self-Funded Leave Plan permits employees to take a three (3) consecutive month leave for the purpose of permitting the full-time attendance of the employee at a designated educational institution or in any other case six (6) consecutive month to twelve (12) consecutive month leave, subject to the conditions outlined below.

During the y term (where "y" must be 36, 48, or 60 months), the employee will agree to be paid by the Employer at x/y (where "x" is "y" minus the length of the leave) of the salary normally paid under this Collective Agreement, subject to the conditions outlined below.

The amount of the current Compensation Amount deferred by the employee under the plan cannot exceed 33 1/3% in any calendar year in accordance with the Income Tax Act.

The employee will endeavor to commence the leave at the beginning of the school year or conclude at the end of the school year.

The leave term must be taken in the final year of the plan.

(b) Application

A written application will be delivered to the Superintendent of Human Resources not later than January 31, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of the leave of absence.

(c) Approval or Denial

The right to approve or to deny any application will rest solely with the Employer. Written advice of approval or the reason for denial will be delivered to the applicant not later than April 1, following the date of application.

Entry into the plan will be effective only on September 1.

(d) Salary Holdback

During the term of the plan the employee will be paid a percentage of the salary to which the employee is otherwise entitled in accordance with the Collective Agreement. The salary will be placed in an individual trust account in the name of the employee. Interest paid on the trust account will be the prime rate less 2% as established from time to time by the Employer's chartered bank. Any interest must be paid to the individual in the taxation year in which it is earned. Such interest is treated as income for the purpose of the Income Tax Act and will be paid by December 31st in each year. A statement of each employee's account will be issued at the end of each school year.

(e) Payment

- (1) During the "x" term of the "x/y" plan, the employee will receive "x/y" of his/her salary in each year as determined by the Collective Agreement in effect for that period.
- (2) During the said leave of absence, the sum accumulated in the trust on behalf of the employee, will be paid to the employee in the same manner as would the employee's salary, were the employee not on leave of absence.

(f) Benefit Plans

- (1) Throughout the "y" term of the plan, employee benefits will be maintained as per the Collective Agreement, if the employee so requests. Employee Benefit Plans will be maintained as if the employee were receiving 100% of salary but the Employer's share of normal contribution will be pro-rated in accordance with the salary paid.
- (2) The term of absence does not represent a break in service so far as sick leave/retirement gratuity is concerned
- (3) There will be neither accumulation nor utilization of sick leave credits during the term of absence.

- (4) Vacation entitlement will be pro-rated according to the length of the term of the leave. (e.g. an employee who is entitled to four weeks vacation and takes a six month self-funded leave, will only be entitled to two weeks vacation). Any vacation entitlement earned and not taken prior to commencement of leave may be carried forward to the end of the leave and be taken within the 12-month period following the end of the self-funded leave in accordance with Article 15 of the Collective Agreement.
- (5) The Employer and employee will comply with the regulations governing the Ontario Municipal Employees' Retirement System and Teachers' Pension Plan where applicable.

(g) Return from Leave

On return from leave, the employee will be placed in their previous position, or if the previous position does not exist the procedure found in Article 9 as applicable will be followed.

For the period of a self-funded leave there will be no loss of seniority.

(h) Termination

- (1) A participant may withdraw from the originally agreed upon plan up to and including three (3) months preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in trust, including any accrued interest and less any withdrawal charge as outlined below, will be paid to the participant within sixty (60) days following delivery to the Superintendent of Human Resources of written notification of withdrawal.

In the first year of plan, withdrawal charge is \$25

In the second year of plan, withdrawal charge is \$50

In the third year of plan, withdrawal charge is \$75

In the fourth year of plan, withdrawal charge is \$100

In the fifth year of plan, withdrawal charge is \$125

- (2) Notice of layoff will be deemed to be written notice of withdrawal, delivered to the Superintendent of Human Resources on the effective date of the layoff, but there will be no withdrawal charge as outlined in h) 1) above. In the event of layoff the Employer will calculate the lost benefits premium

during the period of salary holdback, and pay such sum to the employee.

- (3) In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, will be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, will be paid to the estate of the participant within sixty (60) days following the date of death.

(i) Contract

Each participant will execute a contract wherein are set out the terms and conditions of participation in the plan.

ARTICLE 14 – BENEFITS

- 14.01 Any employee who works a total of twenty-four (24) hours or more per week, whether in one permanent position or a combination of permanent positions, having completed the probationary period and acquired seniority standing, will be entitled to applicable benefits.
- 14.02 The Employer will supply up-to-date copies of the group benefit master policies to the Union as they become available from the insurance companies.
- 14.03 The Employer will provide each employee with information brochures, as they become available from the insurance companies, outlining the group benefits coverage. These brochures will be updated whenever there is a significant change in the coverage.
- 14.04 For employees who work twenty-four (24) hours or more per week in a regular positions(s), the Employer will pay the premiums for employees who participate as follows:

(a) Group Life Insurance

One hundred per cent (100%) of the premiums for each employee who participates in Group Life Insurance. The face value of the policy will be three (3) times the base annual salary of the employee.

All newly hired employees will participate in Group Life Insurance upon completion of their probationary period.

(z) Extended Health Care

(1) One hundred per cent (100%) of the premium costs for each employee who participates in the Extended Health Care Benefit package. It is understood that drug dispensing fees are capped at a maximum of \$7.75 per prescription. The Drug Plan will be the new Kawartha Pine Ridge District School Board plan.

(2) The benefit will also include Vision Care to the maximum of \$ 150 per family member per twenty-four (24) month period.

(c) Semi-Private Hospital

One hundred per cent (100%) of the premium costs for each employee who participates in the Semi-Private Hospital coverage.

(d) Dental Benefit

Ninety percent (90%) of the premium costs for each employee who participates in the Dental Plan.

Effective upon the commencement date of this plan the dental recall will be twelve (12) months for adults and nine (9) months for dependent children to age eighteen (18).

The Employer's share will be based on premiums as set by the Ontario Dental Association's fee guide minus one (1) year.

- 14.05 Benefits provided under 14.04 (b), (c) and (d) will cover the employee only if Single coverage is chosen, and the employee, the employee's spouse, dependent children to age 18, and overage dependent children as defined in the plan booklet, if Family coverage is chosen.
- 14.06 For employees who are regularly employed less than 24 hours per week, the Employer will pay for employees who participate under 14.01 (b), (c) and (d) fifty percent (50%) of the premiums paid on behalf of those employees who are regularly employed for twenty-four (24) hours or more per week.
- 14.07 In the case of absence for illness or accident, the Employer's contribution for Group Life Insurance premiums, Semi-Private Coverage, Extended Health Care and Dental Benefit will be paid for a maximum of six (6) months from commencement of illness or accident or until sick leave is exhausted, whichever is greater. In the case of lay-off the Employer's contribution will be paid for a maximum of one (1) month from commencement week of the employee's lay-off.

14.08 Long Term Disability

The Employer agrees to administer a Long Term Disability Insurance Plan, in which all employees must participate following completion of the probationary period. The full premium amount will be paid by the employee.

14.09 Continuation of Benefit Plans

- (a) Subject to eligibility requirements as specified by the insurer, an employee who retires to pension may have access to continued benefits as contained in the Kawaratha Pine Ridge District School Board Retiree Benefits Plan until the employee attains the age of sixty-five (65) years.
- (b) To maintain participation and coverage under the Collective Agreement, the retired employee must agree to participate in a preauthorized debit plan to pay the full annual premiums. The retired employee will supply the Employer with a VOID cheque from the employee's bank account. Deductions will be made from the individual's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for anyone should any two payments be denied for reason of insufficient funds.

14.10 Employee Assistance Plan (EAP)

Where the Employer and Union agree to share the cost of an Employee Assistance Plan (EAP), the cost of which will be shared on a 50/50 basis. Any changes to the current EAP arrangement may only be done by the mutual consent of the Employer and the Union.

Notwithstanding Article 14.01, all employees will contribute to a maximum of \$20 annually, deducted at source.

ARTICLE 15 - VACATION

- 15.01 (a) Twelve (12) month employees will receive annual vacation leave and vacation pay as of 1 July each year according to the following schedule. Vacation leave and vacation pay will be earned during the vacation year between 1 July and 30 June, and vacation will be taken during the following vacation year commencing 1 July.

Less than one (1) year of service as of July 1	Four percent (4%) of wages
After one (1) year of service as of July 1	Two (2) weeks
After three (3) years of services as of July 1	Three (3) weeks
After nine (9) years of service as of July 1	Four (4) weeks
After sixteen (16) years of service as of July 1	Five (5) weeks

In addition to the above, an employee will be entitled to one additional day of vacation leave and vacation pay for each full year of service beyond seventeen (17) years as of July 1 to a maximum of five (5) days. Upon reaching the maximum of 5 additional days vacation, the employee will receive six (6) weeks vacation per year with pay.

Employees will be paid their regular salary during vacation leave.

- (b) Vacation entitlement for employees who work less than twelve (12) months or who work less than full-time hours will be prorated.
- (c) Where an employee's absence without pay exceeds thirty (30) continuous calendar days in a vacation year, the employee's vacation with pay (12 month employees) or vacation pay (10 month employees) will be prorated to reflect time actually worked.
- (d) For Classifications on Schedule B"4" vacation will be paid on each pay according to the following formula: 2% per week of vacation entitlement.

15.02 It is recognized that the Employer must ensure efficiency of operations in each department or school and in the system at any given time and most vacations will be taken during the months of July and August in accordance with Board policy.

Requests for scheduling of vacation entitlement while school is in session (September 1 to June 30) will be submitted to the employee's immediate supervisor in writing. The immediate supervisor will reply, in writing, within two (2) weeks of the receipt of the request. Such requests will not be unreasonably denied.

15.03 An employee terminating employment during the vacation year (July 1 to June 30) will receive vacation pay earned on a prorated basis.

15.04 An employee who is hospitalized as an in-patient prior to the commencement of their vacation will have the option of deferring their vacation to another time. An employee who is hospitalized as an in-patient unexpectedly during vacation will have the option of deferring their vacation to another time.

15.06 During pregnancy and parental leave vacation pay will be prorated.

ARTICLE 16 - SICK LEAVE

16.01 An employee, having completed the probationary period and acquired seniority standing, will become eligible for a two (2) day sick leave credit for each month in which the employee works on at least half of the scheduled days during the month. The amount of sick leave credit for an employee scheduled to

work less than full time hours will prorated in accordance with the number of hours worked expressed as a percentage of full time hours. No credit will be received for those months when the employee is receiving sick leave benefit or long term disability benefit, is on leave of absence, layoff, or leave of absence without pay.

- 16.02 Employees will be allowed to accumulate unused sick leave credits to a maximum of two hundred and sixty (260). The sick leave of any employee who has accumulated more than two hundred and sixty (260) days under the terms of a Predecessor Board Collective Agreement will be capped and grand parented as of the date of ratification of the Agreement.
- 16.03 In order to qualify for sick leave payments, in the case of a bonafide illness or non-occupational accident, an employee will, on the request of the Employer, furnish a medical certificate from the attending physician. Where the Employer requests a medical certificate from the attending physician or from a physician designated by the Employer, the Employer will pay the costs.
- 16.04 When an employee is absent from work on sick leave and exhausts their sick leave credit, no further sick leave credit will be earned again until after the employee's return to work, and the employee's continued absence will be recorded as a personal leave of absence without pay for medical reasons, approved by the Employer in accordance with Article 13.
- 16.05 On leaving the employ of the Employer an employee will receive a statement of their sick leave credit duly certified by the Employer.
- 16.06 For the purposes of sick leave accumulation, all members with sick leave banks greater than the maximum of two hundred and sixty (260) days, as set out in Article 16.02, will be grandparented in those banking arrangements until such time as they leave the employ of the Employer. It is understood and agreed that employees with such superior banking arrangements who draw down their sick leave banks below two hundred and sixty (260) days will only be allowed to accumulate sick leave up to the maximum of this Collective Agreement.

ARTICLE 17 - RETIREMENT GRATUITY

- 17.01 The retirement date for employees will be no later than the 30 June following the employee's sixty-fifth (65th) birthday.
- 17.02 For purposes of retirement gratuity, "retirement" will mean the commencement of receipt of periodic pension payments under the Ontario Municipal Employees Retirement System (OMERS) (excluding a disability pension) as a participating member of such plan, immediately following the date of retirement.
- 17.03 For purposes of retirement gratuity, "early retirement" will mean any retirement before the normal retirement age of sixty-five (65) and receipt of periodic pension payments under the Ontario Municipal Employees Retirement System (OMERS) (excluding a disability pension) as a participating member of such

plan, immediately following the date of retirement.

- 17.04 The employee's written notice of retirement will be directed to the Superintendent of Human Resources, with a copy to the employee's immediate supervisor.
- 17.05 At time of retirement, subject to the provisions of Articles 17.08 (a), (b) and below, a retirement gratuity will be paid to the employee with ten (10) or more consecutive years of service with the Employer (including continuous service with Predecessor Boards) who has accumulated sick leave credit according to the following scale:
- | | | |
|-------------------------------|---|---|
| Ten (10) consecutive years | – | Twenty-five percent (25%) of credit (in days) |
| Eleven (11) consecutive years | – | Twenty-seven and one-half percent (27 1/2%) of credit (in days) |
- plus an additional two and one-half percent (2 1/2%) for each consecutive year thereafter, until
- | | | |
|-------------------------------|---|---|
| Twenty (20) consecutive years | – | Fifty percent (50%) of credit (in days) |
|-------------------------------|---|---|
- 17.06 The amount of gratuity will be calculated by dividing the product of the number of days obtained from the above scale and the final year's salary by 260.
- 17.07 In the event that an employee dies while in the employ of the Board, the Board will pay to the employee's estate the full retirement gratuity to which the employee would have been entitled, if any, on the date of death.
- 17.08 (a) There will be no retirement gratuity available to new employees hired after 30 June 2002, including those new employees who may have been eligible for a retirement gratuity with another school board or other Employer.
- (b) Employees entering an employee group which is subject to the provisions of this Collective Agreement from another employee group within the Kawartha Pine Ridge District School Board which is not subject to the provisions of this Collective Agreement will have retirement gratuities earned to the date of appointment in the new group protected but without further accumulation after 30 June 2000.

ARTICLE 18 - OCCUPATIONAL HEALTH AND SAFETY

- 18.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in order to prevent industrial injury and illness.
- 18.02 The Union will assist the Employer in carrying out any reasonable accident prevention programme.
- 18.03 The Employer and the Union will name a Health and Safety Committee comprised of an equal number of Employer and Union representatives. The Union representatives will consist of one (1) representative from each Board area for a total of four (4), and the President of the Local. It will be the responsibility of this Committee to hold meetings quarterly, investigate all accidents and recommend safety improvements.
- 18.04 A Terms of Reference will be developed by the Health and Safety Committee referred to in Article 18.03.

ARTICLE 19 - WORKERS' COMPENSATION

- 19.01 The Union and the Employer agree that when a workers' compensation claimant is able to return to work but is incapable of performing the full duties of the job that every effort will be made to establish a modified work program for the purpose of assisting the employee in his or her rehabilitation program and or return to full-time employment. Such program will be a co-operative effort of the Union, the Workplace Safety and Insurance Board and the Employer.
- An employee, while receiving Workers' Compensation payments, will receive make-up payments for the difference between such payments and the employee's net pay after taxes. The makeup payments will not, in any event, exceed the employee's sick leave credits. Make up payments will be deducted from sick leave credits as a percentage of a full day in the same percentage as the make-up payment is to normal pay.
- 19.02 The Employer will provide the employee with a copy of the Employer's report of injury or disease (Form 7) together with a notice advising the Employee of the name and contact number(s) of the Employer's and Union's WSIB representative(s).

ARTICLE 20 - GENERAL

20.01 Correspondence

- (a) All correspondence between the parties arising out of this Agreement or incidental thereto will be directed to the Superintendent of Human Resources of the Employer, or designate, and the President and/or the Recording Secretary of the Union.
- (b) Subject to operational requirements, the Union may have limited use of the Board's facsimile and photocopy equipment for the purpose of two-way communication only between worksites and the Union's local office. Issues arising from the alleged abuse of this privilege will be referred to the Labour/Management Committee.
- (c) For the purposes of communicating with its members, the Union will have access to the services of the Board's Central Print Shop, subject to the operational needs of the Board. The Union will be invoiced for the cost of such services at the Board's internal charge out rate.
- (d) For purposes of distributing information pertaining to the business of the Union to its members, the Union may have the use of the Board's courier service, provided that there is no additional cost to the Board.
- (e) The Employer agrees to inform the Union President/Chief Steward of installation of any audio and/or visual monitoring systems and the locations of such within the workplace. Communication of the presence of the system to employees will be at the discretion of the Employer.
- (f) The Employer will forward to the Union any changes with respect to promotions, demotions, hiring, layoff, transfer, recall, resignation, retirement, death and other terminations of employment. In November of each year the Employer will provide an updated list of names and work locations of bargaining unit members.

20.02 Joint Labour - Management Committee

- (a) A Labour-Management Committee, consisting of representatives of the Union and the Employer, will be established to discuss matters of concern to either party. Such meetings will take place at the request of the President of the Union or the Superintendent of Human Resources or designate.
- (b) Prior to each meeting an agenda will be prepared by the President of the Union and/or the Superintendent of Human Resources or designate. Members of the Committee will receive an agenda for the meeting at least forty-eight (48) hours in advance of the meeting. Items of import may be

added to the agenda at the commencement of the meeting with the mutual consent of the Chairpersons.

- (c) The Superintendent of Human Resources, or designate, and a representative of the Union will be designated as joint chairpersons and will alternate in presiding over meetings.
- (d) Minutes of each meeting of the Committee will be prepared by the joint chairperson who is not presiding at the meeting and will be signed by the joint chairpersons as promptly as possible after the close of the meeting.
- (e) The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
- (f) The Committee will not supersede the activities of any other committee of the Union or of the Employer, and does not have the authority to bind either the Union, or its members, or the Employer, to any decisions or conclusions reached in the Committee's discussions. The Committee will have the authority to make recommendations to the Union and to the Employer with respect to its discussions and conclusions.
- (g) Employees will not suffer any loss of pay for time spent attending meetings of the Committee.

20.03 Volunteers

Persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis will be used only to enrich programs or provide other services and will not be used if such use adversely affects the regular employment of a bargaining unit employee or permanently replaces a bargaining unit employee.

20.04 Bulletin Boards

At each work location the Employer will provide a bulletin board for use by the Union in a location designated by the Employer, which is accessible to employees, upon which the Union may post notices of meetings, seniority lists and such other items of interest to employees in the bargaining unit.

20.05 Use of Employer's Premises

The Employer agrees to co-operate with the Union with respect to meetings on the Employer's premises provided that no costs are incurred by the Employer. Request for use of the Employer's premises will be made to the Superintendent of Human Resources or designate.

20.06 Payment of Wages

- (a) Payment of wages will be made biweekly, on Fridays, by direct deposit to the financial institution of the employee's choice.
- (b) A detailed Statement of Earnings and Deductions for each pay period will be delivered to each employee on the pay date in individually sealed envelopes.
- (c) Transfer by Employer

When the Employer transfers an employee to a lower classification level, the employee will continue to receive the rate of pay the employee was paid in the employee's former classification until such time as a change in the rate of pay provides an increase in remuneration to the employee in the employee's lower classification level.

- (d) Article 20.06 (c) will not apply to an employee who moves to a job in a lower classification level through the job posting procedure, makes a personal request for transfer, elects to bump into a lower position to avoid lay-off, or receives a disciplinary demotion.
- (e) When a permanent employee is temporarily assigned to provide relief in, or assigned to perform the principle duties of a higher paying position, the employee will receive the rate of pay for the job.
- (f) Any severance pay to which an employee is entitled will be paid out in accordance with the Employment Standards Act.

20.07 Mileage Allowance

A mileage allowance, where such is incurred as a result of service requested by the supervisor or administration, or when an employee is employed at more than one school in one (1) day at the Employer's request or direction, is to be paid according to Board Policy.

Maintenance employees required to use their personal vehicles to carry trade tools and materials to a worksite will receive the mileage rate and an additional \$0.07/km.

No employee will be required to transport students in their personal vehicle.

20.08 Uniforms

All maintenance employees will be supplied three shirts and two pairs of pants annually which must be worn as a condition of employment. All cafeteria employees will be supplied two shirts, two pairs of pants and an apron and a visor annually which must be worn as a condition of employment. Colour and choice of supplier will be determined by the Employer. Any tools required in the performance of the job will be supplied by the Employer.

20.09 Safety Footwear

The Employer will reimburse all custodians and maintenance employees who have completed their probationary period \$75 for the purchase of C.S.A. approved safety footwear once per calendar year, provided that the employee provides proof of purchase. Safety shoes will be worn by all custodians and maintenance employees as a condition of employment.

20.10 Social Work & Social Service Worker Reform Act

- (a) As a requirement of employment the Employer will not require any current employee to have a job titled Social Service Worker or Social Worker, or any other job title as stipulated under this Act.
- (b) No Board Counsellor or Youth Counsellor will suffer loss of employment or a reduction of wages and benefits as a result of the employee not meeting the requirements imposed under the Social Service Worker and Social Work Reform Act. This clause is not intended to exempt an employee from discipline for misconduct.
- (c) The previous clauses will not be construed to limit the rights of bargaining unit employees from being certified under the Act.

20.11 Staff Improvement Committee

- (a) For the purposes of bargaining unit wide staff improvement and development, a Staff Improvement Committee will be established consisting of three (3) representatives of the Employer and three (3) representatives of the Local Union and its function during the term of this agreement will be to administer the distribution of funds made available by the Employer for the purpose of staff improvement and development.

(b) The amount of this fund will be annually replenished on the 1st of September.

(c) The amount will be \$3,000 per school year.

20.12 Job Security

(a) Persons whose jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, student employment during the summer, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations in itself, does not reduce the regular hours of work or pay of any employee.

(b) Unless agreed to by the parties to this Agreement, no bargaining unit work will be done under the auspices of an "Ontario Works" (workfare) or similar programs.

(c) No employee with seniority will lose their job or have their hours reduced as a result of contracting out of any work or service presently assigned to the bargaining unit.

20.13 Proper Accommodation

Accommodation should be provided for employees to have their meals, and if necessary, a place to store and to change their clothes.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 Definition

A grievance will be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement.

21.02 It is the mutual desire of the parties that complaints of employees be resolved promptly.

21.03 Employees who are covered by this agreement will be required to follow the procedures described in Article 21.06.

21.04 The term "working days" will exclude Saturday, Sunday and recognized statutory holidays.

21.05 Any grievance not processed through to the next stage of the Grievance Procedure within the time limits specified will be deemed to have been dropped. A time limit in the grievance procedure may be extended by mutual agreement and, also by mutual agreement, any steps of the grievance procedure may be by-passed.

21.06 Procedure

a) Step One - Complaint Stage

It is understood that an employee has no grievance until the complaint has first been discussed with the immediate supervisor. An employee having a complaint will discuss the matter with the employee's immediate supervisor within seven (7) working days of the time the employee was made aware of an alleged infraction or omission. The employee will be accompanied by a steward if the employee so desires. The employee's immediate supervisor will respond verbally to the complaint within five (5) working days. If the employee is unable to resolve the dispute, the employee may file a formal grievance at Step Two within five (5) working days of the receipt of the response of the immediate supervisor.

b) Step Two - Grievance

If the employee and the employee's immediate supervisor are unable to settle the complaint, the Union will, within five (5) working days, submit to the Senior Employee and Labour Relations Consultant, a grievance in writing on the prescribed grievance form containing the following:

- 1) a description of how the alleged dispute is in violation of the Collective Agreement;
- 2) a statement of the facts to support the grievance;
- 3) the relief sought; and
- 4) the signature of the employee and union designate.

The Senior Employee and Labour Relations Consultant will review the circumstances pertaining to the grievance with a view to resolving the matter. If it is not possible to do so, the Senior Employee and Labour Relations Consultant will reply in writing within ten (10) working days of the filing of the grievance. (For clarification the ten (10) working days will commence two (2) working days following the date indicated on the grievance form)

c) Step Three

If no settlement is reached at Step 2, the Union may, within five (5) working days of receipt of the written reply of the Senior Employee and Labour Relations Consultant, refer the matter to the Employer's Grievance Committee.

Within five (5) working days of receipt of the Union's written notification that it wishes to proceed to Step Three, or at a time mutually agreed to by the parties in writing, up to three (3) representatives of the Employer's Grievance Committee will meet with up to four (4) members of the Union's

Grievance Committee, including the grievor, to discuss the grievance. A National Representative of the Canadian Union of Public Employees and the Employer's Representative may be in attendance at this meeting. The Employer's Grievance Committee will give a decision in writing to the Union's Committee within five (5) working days after the discussions have been concluded.

Within five (5) working days the receipt of the reply of the Employer's Grievance Committee at Step Three, the Union may refer the grievance to arbitration.

Any Grievance may referred to mediation by mutual agreement of the parties.

21.07 Policy Grievance

- a) A policy grievance may be submitted by either the Employer or the Union.
- b) A complaint will be filed with either the Senior Employee and Labour Relations Consultant or the President, as the case may be, within ten (10) working days of the incident giving rise to the complaint. The Senior Employee and Labour Relations Consultant, or the President, will reply within five (5) working days of receipt of the complaint.
- c) Failing settlement of the complaint, the Employer or the Union may initiate a policy grievance in writing beginning at Step 3 of the Grievance Procedure within ten (10) working days of the receipt of the response to the complaint.
- d) Any such grievance may be referred to arbitration by either the Employer in the case of an Employer grievance, or by the Union in the case of a Union grievance.
- e) The Union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure will not thereby be bypassed.

21.08 Discipline, Suspension and Discharge Cases

- a) An employee who is disciplined, suspended or discharged will be given a reasonable opportunity to interview their steward.
- b) An employee suspended for more than three (3) working days may file a grievance at Step 3 of the Grievance Procedure within three (3) working days of the suspension.
- c) An employee suspended for three (3) working days or less may file a grievance at Step 2 of the Grievance Procedure within three (3) working days of

the suspension.

- d) The Employer will notify an employee in writing of any disciplinary notation placed in the employee's personnel file within ten (10) working days of the event giving rise to the notation.

21.09 Adverse Report

- a) Where the deficiencies in the work performance of an employee may lead to disciplinary action, the Employer will notify the employee in writing. The written notice, a copy of which will be placed in the employee's personnel file, will include the particulars of the work performance deficiencies and the steps required to correct such deficiencies. Any written reply from the employee will be placed in the employee's personnel file.
- b) The Union will be notified in writing within three (3) working days of all discharges and suspensions.

21.10 Discharge Grievance

A claim by an employee that the employee has been discharged without just cause will be treated as a grievance if a written statement of such grievance is officially lodged with the Employer by the employee within three (3) working days after such an employee has been so notified by the Employer. Such special grievance will commence at Step 3 of the Grievance Procedure and may be settled by the conferring parties, or if necessary, by a Board of Arbitration in the following manner:

- a) confirming the Employer's action; or
- b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
- c) disposing of the grievance in any other manner which may be just and equitable.

21.11 The employee will have the right to review the employee's personnel file by appointment with the Senior Employee and Labour Relations Consultant.

21.12 Clearing of Records

Any letter of reprimand, suspension or any other disciplinary action will be removed from the record of an employee eighteen (18) months following the receipt

of such letter, suspension or other disciplinary action, provided that the employee's record has been discipline free for such eighteen (18) month period.

21.13 Municipal Freedom of Information and Protection of Privacy Act

The parties agree, notwithstanding the provisions of The Municipal Freedom of Information and Protection of Privacy Act, that, for the purpose of the grievance procedure described in this Agreement, a party may provide to the other party only such personal information as may be necessary for the conduct of the grievance procedure.

21.14 Grievance Mediation

The parties may agree to use a grievance mediator in order to attempt to resolve issues that have been through the grievance procedure.

The cost of the mediator will be shared between the Employer and the Union on a fifty-fifty (50/50) basis.

Employees involved in the mediation of grievances will be provided with paid time away from their regular assignment to attend grievance mediation meetings as per Article 6.03 (c).

21.15 Arbitration

- a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the grievance or allegation to arbitration by a single arbitrator. The notice will contain the name(s) of the party's proposed arbitrator(s) and will be delivered to the other within ten (10) working days of the reply under Step 3. The recipient party will, within ten (10) working days, advise the other of the name of its proposed arbitrator(s).
- b) For matters mutually agreed by the parties, including the discharge of an employee, the grievance or allegation will be submitted to a Board of Arbitration. The notice will contain the name of the party's appointee to a Board of Arbitration and will be delivered to the other within ten (10) working days of the reply under Step 3. The recipient party will, within five (5) working days, advise the other of the name of its appointee to the Arbitration Board.

Where the parties agree to a Board Of Arbitration, the two appointees so selected will, within five (5) working days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who will be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, within the time limit, the appointment will be made by the Minister of Labour upon the request of

either party. The Arbitration Board will hear and determine the difference or allegation and will issue a decision and the decision will be final and binding upon the parties and upon any employees affected by it. The decision of a majority will be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson will govern.

- c) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- d) Each of the parties hereto will bear the expenses of an arbitrator appointed by it and the parties will jointly share the expenses of the Chairperson of the Arbitration Board, if any.
- e) The Board of Arbitration will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 22 - CLASSIFICATION AND WAGE RATES

22.01 Classifications and wage rates are set out in Appendix D which is attached hereto and forms part of the Collective Agreement.

22.02 Market Value

The Employer and the Union agree that the following job classifications listed below may be given consideration for a "market adjustment" . Such market adjustment will allow the employer to hire into these classifications at the market value rate as established in Appendix D should market conditions dictate that recruitment within the normal job rate is not possible.

Speech and Language Pathologist
Psychological Specialist
Technical Application Support Specialist
Technical Services Specialist
Computer Support Trainer

Deaf/Blind Intervenor
Library Information Analyst

- 22.03 Casual employees as described in Article 7.03 (c) will be paid ten percent (10%) less than the classification rate for the temporary position they are filling.
- 22.04 An employee whose regularly scheduled shift begins at 3:00 p.m. or later will be paid a shift bonus of fifty-nine (59) cents per hour for all regular hours worked. Shift bonus will apply to tractor operators on snow removal after midnight.
- 22.05 When a "rover" is required at a school and there is more than one (1) custodian working at that school, the higher rate of pay will be granted to the most senior custodian normally employed at the school and presently responsible for the care of the school.

ARTICLE 23 - JOINT JOB EVALUATION/PAY EQUITY COMMITTEE

- 23.01 The Employer agrees to establish a Joint Evaluation/Pay Equity Committee for the purposes of implementing and maintaining a gender-neutral Job Evaluation Program and Pay Equity Plan. The Committee will be composed of five (5) representatives from the Employer and five (5) representatives from the Union. Each party will name one of their representatives as co-chairs.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 Definition

Technological change means the introduction of new technology or equipment for which new or greater skills are required.

24.02 Notice

When the Employer is considering the introduction of technological change as defined in Article 24.01, the Employer will meet with the Union, under the Labour/Management Committee forum, as far in advance as possible, and in all cases with at least sixty (60) days notice prior to the introduction of technological change. The Employer will provide a general description of the nature of the change (e.g., type of change, location(s), dates, training, and employees affected) discussing all foreseeable implications for members of the bargaining unit. The Employer will update the information provided as new developments and/or modifications arise.

24.03 Training

In accordance with the discussions at the Labour/Management Committee, the appropriate supervisor(s) responsible for the implementation of the

technological change will discuss the necessity and provision for training with the affected employee(s) prior to the change.

Where new or greater skills are required than those already possessed by affected employees as a direct result of technological change as defined in Article 24.01, the Employer will provide, at the Employer's expense, training not to exceed six (6) months, during which time the employee may perfect or acquire the skills necessitated by the change.

The training provided for in this Article will be given during regular working hours whenever possible.

- 24.04 An employee who is declared redundant or is displaced from the employee's regular job as a result of the implementation of technological change, or elects not to participate in the in-service training for reasons deemed appropriate by the Labour/Management Committee, will have recourse to the layoff, bumping and recall provisions as set out in Article 9.

ARTICLE 25 – TERM OF AGREEMENT

- 25.01 This agreement will be for a term 1st day of September 2002 and ending the 31st day of August 2005, and will continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) nor more than ninety (90) days prior to the expiry date hereof of that party's desire to bargain amendments to this Agreement.

Upon receipt of such notice the parties will meet forthwith for the purpose of bargaining a renewal of this Collective Agreement.

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Committee Representation Outside Regular Working Hours

1. The Union and the Employer agree that they will attempt to keep meetings outside of regular working hours to a minimum.
2. Where it is not possible to do so, stewards and committee persons who are required to attend meetings at the request of the Employer will have that time counted against their shift. This clause is inclusive of labour/management meetings.
3. During this Collective Agreement, time lost outside of the regular working hours will be monitored and reviewed at labour/management committee meetings.

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

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LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Contracting In

The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

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LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Banked Time in Excess of Forty (40) Hours

The Employer acknowledges that employees, in some cases, have existing banked hours in excess of forty (40) hours at the employee's regular straight time hourly rate of pay.

The Employer and the Union will meet to develop a process for reconciling current banked hours on record to employees and to develop a process for disposition of the issue.

The Employer will not alter existing scheduled and approved time off that is the result of employees using banked hours.

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Insured Benefits

The Employer and the Union agree to jointly participate in a study of alternate systems of delivery of Insured Benefits.

Resource personnel will be accessed by the Committee, as needed.

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

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LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Initial Seniority List for Members of Local 5555

The Employer will post a Draft Seniority List for both permanent full-time and permanent part-time members of the bargaining unit within thirty (30) days of the signing of the Tentative Settlement.

Seniority will be the date of hire as listed on the existing seniority lists for the predecessor collective agreement groups. The seniority of members of CUPE Local 1206 will be converted to a calendar date as at December 31, 2000 for members. There are a number of "long-term casuals" who were covered by the former CUPE Local 4200 Collective Agreement. For these employees the seniority date will be the date on which they accumulated one thousand (1,000) hours of work.

Employees objecting to their seniority date as posted in the Draft Seniority Lists must do so in writing to the Manager of Human Resources and the Chief Steward of the Union not more than seven (7) working days following the posting date of the Draft Seniority Lists. Such date will be not less than five (5) working days following the ratification of the Collective Agreement.

The Employer and the Union together will resolve any and all objections to the seniority lists.

Once signed off by the Employer and the Union the seniority lists will be posted and be deemed correct.

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

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LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

In-School Administrators

The Employer and the Union agree that the In-School Administrators will be brought in to the Bargaining Union effective January 8, 2001.

The parties agree that the In-School Administrator wage rate has been red-circled at \$25.75 per hour for the duration of this Collective Agreement.

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Joint Modified Work Pilot Project

The Employer and the Union hereby agree to continue the Joint Modified Work Pilot Project for the term of this Collective Agreement.

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

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LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Joint LTD Review

The Board and the union agree to the following:

The Joint LTD Review will occur at least once annually through the Labour Management Committee to discuss and examine issues of concern with the administration and provision of LTD benefits.

The Committee will review the premium rate for coverage to ensure that the membership is receiving the best possible value from their coverage.

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Education Assistants Professional Dialogue

One (1) representative of each of the Educational Assistant classifications and the President of CUPE Local 5555 will meet as agreed with representatives of the Employer to discuss matters of mutual concern.

The parties agree that the initial meeting shall consider such items as:

- Educational Assistant staffing processes
- Educational Assistant qualifications for new positions

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Education Assistant Placement Process

The parties agree that the following will be affixed to and become part of the collective agreement.

It is the intent of the parties to limit disruption to the school and students by having a one day staffing process.

In June of each year, providing the funding has been finalized, a one day staffing process will take place for Education Assistants which will include available postings for the following school year. In the event funding has not been finalized before the end of the current school year, the one day staffing process will be scheduled as soon as possible following the finalizing of the budget allocation for Education Assistants.

Education Assistants in attendance at the placement meeting, will be paid the maximum of their daily non-overtime rate for attending the one day staffing process.

For the one-day staffing process, Article 8, Job Posting, and Article 9, Layoff and Recall, are deemed to have been met and the process is not subject to Article 21, Grievance Procedure.

PLACEMENT PROCESS

All permanent positions will be posted at each work place where Education Assistants are working, at least five (5) working days in advance of the placement day. Any subsequent postings will be posted and filled during the one-day placement day. It is at this placement day that Education Assistants who have been declared surplus or who wish to be considered for one of the available postings will be allowed to do so in order of their bargaining unit seniority.

Education Assistants who are not in attendance at the placement meeting, will not be paid for that day. In the event the Education Assistant has been declared surplus as a result of this process and is not available to exercise their options herein, the board will make the determination on behalf of the Education Assistant in accordance with the process set out below. The board will inform the Education Assistant of such decision.

The process will be conducted as follows;

1. When the budget allocation for Education Assistants is known and the system needs are determined, the number of surplus Education Assistants will be determined. All Education Assistants from the most senior surplus and below will receive lay-off letters.
2. Any Education Assistant wishing to consider available positions may attend the one day staffing process.
3. Education Assistants wishing to change classifications will prequalify for the position(s) they wish to select, prior to the one-day process.
4. In order of their seniority, Education Assistants will be called upon to select their position from the available position(s).
5. Upon selecting a position(s), the staffing process for that Education Assistant is complete and no other options are available with respect to the positions for the one-day staffing process.
6. The one-day staffing process is intended to facilitate a time efficient method of staffing schools for the following school year. The time allotted for the meeting is determined by the following formula:

Meeting Minutes
Number of EAs

e.g. 6 hours, 100 EAs = $\frac{360 \text{ minutes}}{100}$ = 3.6 minutes per selection

Dated at Peterborough, Ontario this 30th day of January 2003

Kawartha Pine Ridge District School
Board

The Canadian Union of Public Employees,
Local 5555

TERMS OF REFERENCE

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

THE EMPLOYER

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 5555

regarding

GENDER-NEUTRAL JOB EVALUATION

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ARTICLE I PURPOSE

The parties hereto undertake and agree to work jointly, cooperatively and in good faith in establishing and maintaining a joint Gender-Neutral Job Evaluation process, that is in accordance with the requirements c' the Ontario Pay Equity Act and that will apply to all classifications represented by CUPE Local 5555.

ARTICLE 2 THE JOINT JOB EVALUATION STEERING COMMITTEE (J.J.E.S.C.) and THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.).

- 2.1 The J.J.E.S.C. shall have equal representation and participation from the parties, consisting of five (5) representatives from the employer and five (5) representatives from the loc, a! union. The mandate of the J.J.E.S.C. is:
- a) To complete the sore-thumbng process
 - b) To oversee implementation and maintenance of the job evaluation system.
 - c) To review 'Requests for reconsideration' of evaluation decisions.
 - d) To complete 'Review of decision forms'
 - e) To maintain the integrity of the program.
 - f) To forward recommendations to the Negotiating committee for implementation- Article 6 herein.
- 2.2 The J.J.E.C. will consist of a maximum of three (3) representatives from the employer and a maximum of three (3) representatives from the local union. Members of the J.J.E.C. will be drawn from the J.J.E.S.C. A quorum shall consist of five (5) consisting of three (3) from the local union and two (2) from the employer. The mandate of the J.J.E.C. is:
- a) To evaluate all the jobs using the job evaluation tool;
 - b) To record job evaluation results and rationale.
 - c) To recommend to the J.J.E.S.C. changes to the job evaluation program, its procedures or methods, as may be deemed necessary from time to time.
- 2.3 The employer and the union shall each designate one of its members to act as Co-chairperson of the J.J.E.S.C. and the J.J.E.C. The Co-chairpersons are responsible to:
- a) Schedule regular Committee meetings;
 - d) Establish the agenda for meetings.

e) Chair the meetings.

- 2.4.1 Each party may appoint trained alternate representatives. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
- 2.5 Committee member(s) may not participate in any discussion/decision regarding the rating of his or her own classification.
- 2.6 Union Committee members not already on time release shall be entitled to attend meetings without loss of pay, benefits, and seniority and without deduction from sick leave for periods of time spent working on either Committee.
- 2.7 Routine business decisions of each Committee shall be made by a simple majority; where the committee is unequally represented equal numbers from the parties shall vote. Job rating decisions of the J.J.E.C. shall require consensus of the full Committee.
- 2.8 The Committee shall meet as necessary at a mutually agreed upon time and place.
- 2.9 Either party to the agreement may engage advisors to assist its representatives on the J.J.E.C. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

ARTICLE 3 MAINTAINING THE JOB EVALUATION PROGRAM

- 3.1 It is important that each party maintain accurate job information and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program.
- 3.2 Job Evaluation Procedure for Changed Jobs

Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have been changed, the following procedures shall be followed:

- a) The incumbent(s)/union or the supervisor/employer may request a job evaluation review by completing and submitting a Job Evaluation Reconsideration Form to Human Resources, such form to be copied to the chairs of the J.J.E.S.C.
- b) Upon receipt of a completed Job Evaluation Reconsideration Form, the employee and supervisor shall complete an up-to-date job questionnaire in accordance with the Job Evaluation Tool and forward it to the Human Resources department for forwarding to the J.J.E.S.C. Where further information is required by the J.J.E.S.C., interviews shall be held with incumbents and/or supervisors.
- c) The J.J.E.S.C. shall meet semi-annually to jointly review any Job Evaluation Reconsiderations. Where the review results in an upward adjustment to the wage rate, the wage rate shall be adjusted effective the date the request for reconsideration was received by the Human Resources Department.

3.3 Job Evaluation Procedure for New Jobs

Whenever the employer wishes to establish a new job, the following procedures shall apply:

- a) The employer shall complete a job evaluation questionnaire for the job;
- b) The J.J.E.C. shall evaluate the job prior to posting where possible;
The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- c) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The questionnaire shall be submitted to the Human Resources department for submission to the J.J.E.C. The J.J.E.C. shall rate the job according to the procedure set out in the Job Evaluation Tool.
- d) If the pay grade increases as a result of the six-month review, such increase shall be paid to each incumbent effective the date of his/her appointment to the job.

ARTICLE 4 RECONSIDERATION PROCEDURES

4.1 Within sixty (60) days of a job evaluation in accordance with Articles 3.2 and 3.3, the following procedure shall apply:

- a) The incumbent(s)/union and/or the supervisor/employer may request reconsideration of the job evaluation by completing and submitting a Job Evaluation Reconsideration Form, stating the reason(s) for disagreeing with the evaluation of the job.

- b) Additional information may be requested by the committee from the incumbent and/or the supervisor.
- c) The J.J.E.S.C. shall consider the reconsideration request and make a decision, which shall be final and binding upon the parties and all employees affected.
- d) The Committee shall inform both the incumbent(s) and the supervisor of its decision using the Review Decision Form.

ARTICLE 5 SETTLEMENT OF DISAGREEMENTS WITHIN THE J.J.E.S.C./J.J.E.C.

- 5.1 In the event the J.J.E.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairpersons of the Committee shall meet with the J.J.E.S.C. and attempt to reach a decision.
- 5.2 In the event the J.J.E.S.C. is unable to reach agreement on any matter relating to the interpretation, application or administration of the Joint Job Evaluation Program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee and attempt to assist in reaching a decision.
- If, after meeting with the two (2) advisors appointed pursuant to Article 5.2, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.
- 5.3 Either party may, by written notice to the other party, refer the dispute to either the Pay Equity Commission (in case of female dominated jobs only) or a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 5.4 The arbitrator or pay equity commission shall decide the matter upon which the J.J.E.S.C. has been unable to agree and his/her decision shall be final and binding on the J.J.E.S.C., the employer, the union and all affected employees. The arbitrator or pay equity commission shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator or pay equity commission shall be limited to the matter in dispute, as submitted by the parties.
- 5.5 The employer and the union shall be the parties to the hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator or pay equity commission shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator or pay equity commission.
- 5.6 The arbitrators' fees and expenses shall be borne equally between the parties.
- 5.7 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 6 - IMPLEMENTATION

6.1 The J.J.E.S.C. shall report results of their work to the two bargaining committees.

6.2 Subsequent maintenance shall be as per the maintenance process described herein.

6.3 Weightings, salary grades and ranges are subject to negotiation as per the Collective Agreement.

Dated this 14th day of May 2002.

For the employer:	For the Union:
Larry Piccinin	Lucinda Cull
	Charlotte Monardo
	Don Postar
	Lorraine Mansey
	Donna Carlaw
	Bert Rollings

List of Supervisors

Administrative Assistant
Assistant Communications Officer
Attendance and Counselling Services Supervisor
Behaviour Services Coordinator
Chief Psychologist
Communications Officer
Confidential Word Processor Operator
Data Architect/Modeler
Director, Research and Development
Employee and Labour Relations Assistant
Executive Assistant to the Director of Education
Human Resources Specialist
Native Education Liaison Person
Personnel Information Assistant
Policy and Resources Assistant
Print and Publishing Centre Coordinator
Research Assistant
Senior Buyer
Senior Employee and Labour Relations Consultant
Team Leader

Christmas Break Schedule

<p>December 25 - Sunday</p> <p>F - 23 = Christmas Day M - 26 = Boxing Day T - 27 = Recognized Holiday W - 28 = Recognized Holiday T - 29 = Recognized Holiday F - 30 = New Year's Day</p>	<p>December 25 - Monday</p> <p>M - 25 = Christmas Day T - 26 = Boxing Day W - 27 = Recognized Holiday T - 28 = Recognized Holiday F - 29 = Recognized Holiday M - 1 Jan = New Year's Day</p>
<p>December 25 - Tuesday</p> <p>M - 24 = ½ day T - 25 = Christmas Day W - 26 = Boxing Day T - 27 = Recognized Holiday F - 28 = Recognized Holiday M - 31 = Recognized Holiday T - 1 Jan = New Year's Day</p>	<p>December 25 - Wednesday</p> <p>T - 24 = ½ day W - 25 = Christmas Day T - 26 = Boxing Day F - 27 = Recognized Holiday M - 30 = Recognized Holiday T - 31 = Recognized Holiday W - 1 Jan = New Year's Day</p>
<p>December 25 - Thursday</p> <p>W - 24 = ½ day T - 25 = Christmas Day F - 26 = Boxing Day M - 29 = Recognized Holiday T - 30 = Recognized Holiday W - 31 = Recognized Holiday T - 1 Jan = New Year's Day F - 2 Jan = Recognized Holiday</p>	<p>December 25 - Friday</p> <p>T - 24 = ½ day F - 25 = Christmas Day M - 28 = Boxing Day T - 29 = Recognized Holiday W - 30 = Recognized Holiday T - 31 = Recognized Holiday F - 1 Jan = New Year's Day</p>

December 25 - Saturday	
F - 24 = Christmas Day	
M - 27 = Boxing Day	
T - 28 = Recognized Holiday	
W - 29 = Recognized Holiday	
T - 30 = Recognized Holiday	
F - 31 = New Year's Day	

Classifications

Schedule "B1"

Maintenance I - Plumber
Maintenance I - HVAC
Maintenance I - Electrician
Maintenance I - Carpenter
Maintenance II - Preventative Maintenance
Maintenance III
Maintenance IV

Head Custodian Elementary I - (over 40,000 sq. ft.)
Head Custodian Elementary II - (20,000 to 39,999 sq. ft.)
Head Custodian Elementary III - (under 20,000 sq. ft.)

Head Custodian Secondary I - (over 200,000 sq. ft.)
Head Custodian Secondary II - (150,000 to 199,999 sq. ft.)
Head Custodian Secondary III - (under 150,000 sq. ft.)

Assistant Head Custodian

Custodian I - Rover
Custodian I - Utility Person
Custodian II
Custodian III

Supply/Distribution I
Supply/Distribution II

Cafeteria I
Cafeteria II

Schedule "B2"

Education Assistant
Education Assistant - LLS
Education Assistant - Specialist (CYW)
Education Assistant - Specialist (Health)

Education Assistant - Specialist (Sign)
Education Assistant - Specialist (Brailist)
Deaf/Blind Intervenor
Student Retention Counsellor

Schedule "B3"

Accounts Payable Clerk
Assistant Educational Services Secretary
Assistant Library Technician
Assistant Secretary Brookside
Board Office Receptionist
Brookside Senior Secretary
Circulation Clerk
CIS Secretary (10 month)
CIS Secretary (12 month)
CIS Senior Secretary
Clerk Secretary Special Services
Communicative Disorders Assistant
Computer Services Secretary
Computer Support Trainer
Educational Services Secretary
Elementary Secretary I (with assistant)
Elementary Secretary II (without assistant)
Elementary Secretary III (assistant secretary)
Engineering Secretary
Facility Services Secretary
Finance Clerk
Information Systems Clerk
Inventory Control Clerk
Learning Resource Secretary
Library Information Analyst
Library Information Technician
Library Technician Assistant
Media Checker
Media Information Technician (A)
Media Information Technician (B)
Media Processor

Multimedia Production Technician
Naturalist
Office Services Clerk
Operations Secretary
Payroll Clerk
Planning Assessment Officer
Planning Clerk
Print Center Operator
Psychological Services Secretary
Purchasing Assistant
Purchasing Clerk
Rental Coordinator
Secondary Head Secretary
Secondary School Secretary I
Secondary School Secretary II
Secondary School Secretary III
Secretary Maintenance
Secretary to Principal of School Administration
Secretary to Principal Special Services
Secretary to the Principal of Program
SEMS/Absence Operator
Sr. Accounting Clerk
Staff Dev./Equal Opportunities Secretary
STMS Clerk
Summer School Office Assistant
Summer School Secretary
Technical Application Support Specialist
Technical Services Specialist
Transportation Clerk
Transportation Department Secretary
Word Processor Operator
Youth Counsellor

Schedule "B4"

Psychological Specialist
School Board Counsellor
Speech Language Pathologist

COLLECTIVE AGREEMENT

This Collective Agreement is made this

30th day of January 2003

between

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5555**

and

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Kawartha Pine Ridge District School Board

Chairperson of the Board

Director of Education

The Canadian Union of Public Employees, Local 5555

President, CUPE Local 5555

National Representative

Appendix D: CUPE - KPRDSB Salary Proposal Sept 1, 2002 to Aug. 31, 2005

Banding Description	Point	Step	Current Rate	CUPE	Sept 1, 2002	Mar 1, 2003	Sept. 1, 2003	Sept. 1, 2004	Market Position	Hourly % Inc	Lump Sum	Lump Sum
				JE	Rate	Rate	Rate	Rate	Date of Settlement	Payout Sept 1, 2003		
Speech & Language Pathologist	384.5	13	29.37	9.37	29.81	30.25	31.16	32.09	Yes	1.27%		
Psychological Specialist	354.5	12	29.37	9.37	29.81	30.25	31.16	32.09	Yes	1.27%		
Board Counsellor	336.5	11	25.61	7.25	25.94	26.27	26.76	27.25		6.40%		
Youth Counsellor	313.1	10	20.93	5.84	21.91	22.89	24.37	25.84		23.46%		
Naturalist	311.5	10	25.84	5.84	25.84	25.84	25.84	25.84		0.00%	375.00	375.00
Technical Application Support Specialist	289.5	9	22.77	0.50	23.11	23.45	24.16	24.88	Yes	1.27%		
Education Assistant - Specialist - CYW	289.5	9	17.94	0.50	18.45	18.96	19.73	20.50		14.27%		
Library Information Analyst	288.5	8	22.81	9.75	23.15	23.49	24.20	24.93	Yes	1.27%		
Student Retention Counsellor	284.5	8	18.46	9.75	18.72	18.98	19.36	19.75		6.99%		
Education Assistant -Specialist (Health)	283.5	8	17.94	9.75	18.30	18.66	19.21	19.75		10.09%		
Maintenance II-Preventative Maintenance	282.5	8	17.04	9.75	17.58	18.12	18.94	19.75		15.90%		
Maintenance I (Electrician)	278.5	8	18.28	9.75	18.57	18.87	19.31	19.75		8.04%		
Elementary Secretary I	276.4	8	17.45	9.75	17.91	18.37	19.06	19.75		13.18%		
Head Custodian Secondary I	276.5	8	17.94	9.75	18.30	18.66	19.21	19.75		10.09%		
Head Custodian Secondary II	276.5	8	17.61	9.75	18.04	18.47	19.11	19.75		12.15%		
Head Custodian Secondary III	276.5	8	17.26	9.75	17.76	18.26	19.00	19.75		14.43%		
Maintenance I (Carpenter)	275.1	8	18.28	9.75	18.57	18.87	19.31	19.75		8.04%		
Secondary School Head Secretary	273.4	8	17.88	9.75	18.25	18.63	19.19	19.75		10.46%		
Maintenance I (HVAC)	270.1	8	18.28	9.75	18.57	18.87	19.31	19.75		8.04%		
Maintenance I (Plumber)	270.1	8	18.28	9.75	18.57	18.87	19.31	19.75		8.04%		
Summer School Office Assistant	268.4	7	16.62	9.00	17.09	17.57	18.29	19.00		21.79%		
Elementary Secretary II	266.4	7	16.60	9.00	17.08	17.56	18.28	19.00		14.46%		
Secondary School Secretary I	266.4	7	16.60	9.00	17.08	17.56	18.28	19.00		14.46%		
Technical Services Specialist	264.2	7	23.08	9.00	23.43	23.77	24.49	25.22	Yes	1.27%		
Elementary Head Custodian I	263.0	7	16.93	9.00	17.34	17.76	18.38	19.00		12.23%		
Elementary Head Custodian II	263.0	7	16.60	9.00	17.08	17.56	18.28	19.00		14.46%		
Planning and Assessment Officer	259.5	7	21.82	9.00	21.82	21.82	21.82	21.82		0.00%	375.00	375.00
Education Assistant - LLS (Learning Life)	255.1	7	16.93	9.00	17.34	17.76	18.38	19.00		12.23%		
Assistant Head Custodian	255.0	7	16.26	9.00	16.81	17.36	18.18	19.00		16.85%		
Computer Support Trainer	251.5	7	19.37	9.00	19.66	19.95	20.55	21.17	Yes	1.27%		
Deaf/Blind Intervenor	246.5	6	22.11	8.25	22.44	22.77	23.46	24.16	Yes	1.27%		
Education Assistant - Specialist (Sign)	246.5	6	17.94	8.25	18.00	18.06	18.16	18.25		1.73%	250.00	250.00
Brookside Senior Secretary	243.0	6	16.31	8.25	16.70	17.09	17.67	18.25		11.89%		
CIS Senior Secretary	243.0	6	17.61	8.25	17.74	17.87	18.06	18.25		3.63%		
Secretary to Principal Special Services	242.4	6	17.45	8.25	17.61	17.77	18.01	18.25		4.58%		
Custodian III	240.0	6	15.93	8.25	16.39	16.86	17.55	18.25		14.56%		

Elementary Head Custodian III	240.0	6	16.28	8.25	16.67	17.07	17.66	18.25	12.10%		
Education Assistant	238.1	6	16.93	8.25	17.19	17.46	17.85	18.25	7.80%		
Payroll Clerk	237.1	6	17.94	8.25	18.00	18.06	18.16	18.25	1.73%	250.00	250.00
Education Assistant - Specialist (Braille)	230.1	6	17.94	8.25	18.00	18.06	18.16	18.25	1.73%	250.00	250.00
Communicative Disorders Assistant	228.9	6	26.94	8.25	26.94	26.94	26.94	26.94	0.00%	375.00	375.00
Custodian II	227.5	6	15.60	8.25	16.13	16.66	17.46	18.25	16.99%		
Multimedia Production Technician	225.8	5	17.78	7.78	17.78	17.78	17.78	17.78	0.00%	375.00	375.00
Secondary School Secretary II	223.8	5	16.26	7.78	16.56	16.87	17.32	17.78	9.35%		
Cafeteria I	223.3	5	16.94	7.78	17.11	17.28	17.53	17.78	4.96%		
Staff Dev/Equal Opp Secretary	217.8	5	16.10	7.78	16.44	16.77	17.28	17.78	10.43%		
Facilities Services Secretary	215.8	5	17.26	7.78	17.36	17.47	17.62	17.78	3.01%		
Psychological Services Secretary	215.8	5	16.10	7.78	16.44	16.77	17.28	17.78	10.43%		
Maintenance II - Locksmith	215.5	5	17.04	7.78	17.19	17.34	17.56	17.78	4.34%		
Maintenance III	215.0	5	16.93	7.78	17.10	17.27	17.53	17.78	5.02%		
Senior Accounting Clerk	210.3	5	17.45	7.78	17.52	17.58	17.68	17.78	1.89%	250.00	250.00
CIS Secretary (10 Month)	207.5	5	15.60	7.78	16.26	16.47	17.13	17.78	13.97%		
CIS Secretary (12 Month)	207.5	5	16.26	7.78	16.56	16.87	17.32	17.78	9.35%		
SEMS\Absence Operator	207.5	5	16.26	7.78	16.56	16.87	17.32	17.78	9.35%		
Word Processing Operator	204.8	4	16.46	7.45	16.66	16.86	17.15	17.45	6.01%		
Custodian I-(Utility Person at Ed. Center)	203.3	4	15.25	7.45	15.69	16.13	16.79	17.45	14.43%		
Finance Clerk	200.3	4	16.60	7.45	16.77	16.94	17.20	17.45	5.12%		
Library Information Technician	200.3	4	21.55	7.45	21.55	21.55	21.55	21.55	0.00%	375.00	375.00
Supply & Distribution I	200.1	4	16.60	7.45	16.77	16.94	17.20	17.45	5.12%		
Transportation Clerk	199.5	4	15.46	7.45	16.13	16.26	16.85	17.45	12.87%		
Custodian I-Rover	198.8	4	15.25	7.45	15.69	16.13	16.79	17.45	14.43%		
Rental Coordinator	196.2	4	17.26	7.45	17.30	17.34	17.39	17.45	1.10%	250.00	250.00
Assistant Secretary - Brookside	195.0	4	15.10	7.45	16.13	16.13	16.75	17.45	15.56%		
Secretary to Principal of Program	192.0	4	17.45	7.45	17.45	17.45	17.45	17.45	0.00%	375.00	375.00
Secretary to Principal of School Administration	192.0	4	17.45	7.45	17.45	17.45	17.45	17.45	0.00%	375.00	375.00
Transportation Department Secretary	192.0	4	17.26	7.45	17.30	17.34	17.39	17.45	1.10%	250.00	250.00
Engineering Secretary	187.0	4	15.46	7.45	16.13	16.26	16.85	17.45	12.87%		
Maintenance Secretary	187.0	4	16.26	7.45	16.50	16.74	17.09	17.45	7.32%		
Operations Secretary	187.0	4	16.26	7.45	16.50	16.74	17.09	17.45	7.32%		
Planning Clerk	187.0	4	15.46	7.45	16.13	16.26	16.85	17.45	12.87%		
Purchasing Assistant	187.0	4	16.93	7.45	17.03	17.14	17.29	17.45	3.07%		
Elementary Secretary III	186.8	4	15.46	7.45	16.13	16.26	16.85	17.45	12.87%		
Maintenance IV	186.3	4	15.93	7.45	16.23	16.54	16.99	17.45	9.54%		
Library Technician Assistant	182.5	3	15.60	6.93	16.00	16.13	16.53	16.93	8.53%		
Media Information Technician (A)	179.5	3	15.93	6.93	16.13	16.33	16.63	16.93	6.28%		
Secondary School Secretary III	178.8	3	15.60	6.93	16.00	16.13	16.53	16.93	8.53%		
Summer School Secretary	178.8	3	15.60	6.93	16.00	16.13	16.53	16.93	1.87%	250.00	250.00
Circulation Clerk	178.5	3	16.48	6.93	16.57	16.66	16.80	16.93	2.73%	125.00	125.00
Media Checker	178.5	3	15.93	6.93	16.13	16.33	16.63	16.93	6.28%		
Media Processor	178.5	3	15.61	6.93	16.00	16.14	16.53	16.93	8.46%		

Accounts Payable Clerk	174.5	3	15.93	6.93	16.13	16.33	16.63	16.93	6.28%		
Assistant Library Technician	171.6	3	16.93	6.93	16.93	16.93	16.93	16.93	0.00%	375.00	375.00
Learning Resources Secretary	170.8	3	16.10	6.93	16.27	16.43	16.68	16.93	5.16%		
Print Centre Operator	169.1	3	15.93	6.93	16.13	16.33	16.63	16.93	6.28%		
Media Information Technician (B)	165.3	3	15.93	6.93	16.13	16.33	16.63	16.93	6.28%		
Supply & Distribution II	165.1	3	15.60	6.93	15.87	16.13	16.53	16.93	8.53%		
Assistant Educational Services Secretary	161.6	2	15.46	6.26	15.86	15.86	16.02	16.26	5.17%		
Clerk Secretary Special Services	161.6	2	15.25	6.26	15.86	15.86	15.96	16.26	6.62%		
Cafeteria II	160.3	2	15.32	6.26	15.86	15.86	15.98	16.26	6.14%		
Computer Services Secretary	158.3	2	16.10	6.26	16.13	16.16	16.21	16.26	0.99%	375.00	375.00
Information Systems Clerk	158.3	2	15.93	6.26	16.00	16.06	16.16	16.26	2.07%	125.00	125.00
Inventory Control Clerk	158.3	2	16.25	6.26	16.25	16.25	16.26	16.26	0.06%	375.00	375.00
Purchasing Clerk	158.3	2	16.25	6.26	16.25	16.25	16.26	16.26	0.06%	375.00	375.00
STMS (Student Transportation Manager)	158.3	2	15.60	6.26	15.86	15.86	16.06	16.26	4.23%		
Receptionist/Board Office	153.3	2	16.26	6.26	16.26	16.26	16.26	16.26	0.00%	375.00	375.00
Educational Services Secretary	149.1	2	16.26	6.26	16.26	16.26	16.26	16.26	0.00%	375.00	375.00
Office Services Clerk	126.1	2	14.94	6.26	15.86	15.86	15.86	16.26	8.84%		

Note:

Start rate will be 90% of the end rate.

Three month rate will be 95% of the end rate.

Twelve month rate will be 100% of the end rate.

Incumbents in the following classifications will continue to remain red circled until the appropriate classification rate meets or exceeds their current rate:

Speech & Language Pathologist (Former PCBE)	31.16									375.00	375.00
Board Counsellor - Group (Team Leader)	29.75									375.00	375.00
Social Worker (MSW - Former PCBE)	31.22									375.00	375.00