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AGREEMENT

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

EFFECTIVE FROM

September 1, 2005

to

August 31, 2008

11992(03)

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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 and non-union positions as listed in Appendix B.
- 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 permanent employment with the Employer and/or its Predecessor Boards, if the employee is in a permanent 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. Such ties shall be determined and broken at the point at which an employee is hired to a permanent position. It is understood that ties will only be broken once and the most recent hire(s) will be placed on the seniority list junior to any existing employee(s) on the list with the same seniority date in order of their lot.

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

Note: Continuous employment shall be defined as one (1) shift per calendar month.

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 from the first day of the leave during unpaid leave of absence for a period in excess of thirty (30) working days. Neither “calendar days” nor “working days” will be used in the calculation of deductions from seniority for leaves of absence. For example, for a three (3) month leave of absence without pay, the “Seniority Date” will be moved ahead three (3) months, and the “Seniority Years” adjusted accordingly. 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 no later than May 1 of each year and will be posted in all work sites with a copy forwarded to the Union.

Notwithstanding the publication date, it is understood and agreed that actual seniority will be used for the purposes of operations under Article 8, Job Posting, and Article 9, Layoff and Recall. When feasible the actual seniority list will be made available on the employer’s intranet site.

- 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 list 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 declines the right of recall twice as set out in Article 9.04 (d).
 - (iv) if the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
 - (v) if twenty-four **(24)** months have elapsed from the day of lay-off;

- (vi) 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

The provisions of this Article which appear in italics shall continue in full force and effect until such time as the Parties agree that the training, communication, and access needs of employees have been met and that it is appropriate to move to the online methods as described and authorized in the Letter of Understanding - Electronic Communication Implementation Committee.

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 position of less than twenty-four (24) hours per week which increases to twenty-four (24) or more hours per week 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.

Beginning January 1, 2006, where a known vacancy for a position occurs, the Employer shall post the vacancy according to the timelines above on the employment opportunities section of the Board's website and on the internal

email system. It is understood and agreed that the paper posting of job vacancies will be discontinued upon implementation.

Note: See Letter of Understanding - Electronic Communication Implementation Committee

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

Postings will be posted electronically for a period of five (5) 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.

The parties agree that centrally assigned special services staff can be assigned throughout the district as per student need. Such moves will be made using all of the following criteria:

- a) balancing student need and staff strengths
- b) minimize travel where possible
- c) consultation with the staff

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 five (5) working days with a closing date of July 17th, August 12th, 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.

8.04 Notwithstanding Article 8.03 above, in order to make all known EA/CYW positions that occur subsequent to the one day staffing process available to the membership, the parties agree to the following:

- a) No later than 11:00 am on the Monday preceding Labour Day, all known EA/CYW positions will be posted electronically on the Board's website and/or electronic email system with a closing date of midnight on the Wednesday preceding Labour Day.

- b) Qualified EA/CYW's must apply by email indicating:
- job posting numbers in order of preference
 - contact information including phone and/or email address, for notification in the event they are the successful applicant to the position
- c) In filling these vacancies the Employer will appoint the qualified applicants in order of seniority.
- d) Only successful applicants will be notified by phone or electronically as indicated on the application.
- e) Subsequent positions will be filled on a temporary basis and will be posted in accordance with the posting process prior to the commencement of the next school year, provided that the position still exists.

8.05 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.

8.06 Method of Appointment

- a) In filling posted vacancies, in pay band 7 and above, 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.

- b) In filling posted vacancies, in pay band 6 and below, the Employer will appoint the senior applicant who holds at least the minimum requirements as set out in the posting.
- c) If the position is not filled as a result of the posting the Employer reserves the right to hire.

8.07 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

- 8.08 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.

Where the employee elects to return to their former position within the first twenty (20) days worked in the new position, the vacancy will not be re-posted, and the next senior applicant to the original posting will be considered. Selection will be in accordance with Article 8.06.

- 8.09 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.
- 8.10 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.)
- 8.11 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.
- 8.12 **A** list of successful applicant(s) will be posted on the Board's intranet and/or the internal email system within ten (10) working days of the selection of the successful applicant.
- 8.13 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.
- 8.14 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.
- 8.15 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.

8.16 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.
- b) 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.
- c) Where it is known that the employee will not return to work due to permanent disability, the position will be posted immediately.
- d) Should an employee whose position has been posted in accordance with (b) or (c), above, subsequently return to work within two (2) years after the date on which the temporary position was filled and when medically cleared to return to work, they will be returned to their original position. After two (2) years the position will be posted as a regular position and when the employee returns they will be given the first available position (without posting) for which the employee is qualified.
- e) A modified work assignment, wherein the employee does not perform all of the essential duties, and is placed in a position other than their original position, will not constitute a return to work for the purposes of this Article. An employee's return to modified work in their original position does constitute a return to work for the purposes of this Article.
- f) 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 **8.06** (Job Posting).
- g) 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.

8.17 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.

8.18 Notwithstanding all other provisions of this Article:

- a) any vacancies in educational assistants, 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.
- b) any vacancies in classifications other than educational assistants and child and youth workers, declared by the Employer after May 30 will be filled on a temporary basis and will be 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, take an open position, 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 8.06 (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. The second decline will result in **loss** of seniority as set out in Article 7.06.
- 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 (½) 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 for a full-time position 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 for a full-time position will be 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.

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 for a full-time position will be 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 for a full-time position will be 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 normal hours of work for a full-time position in 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) For each year of the Collective Agreement, September 1 - August 31, the immediate supervisor, or designate, will review the overtime hours on an on-going basis to ensure the equitable distribution of overtime work at each worksite.

- 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 earned 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. An employee who does not work the shift immediately prior to overtime hours is not eligible for overtime.
- 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.

11.13 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) 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. 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.

Upon approval from Human Resources Development Canada, employees of The Kawartha Pine Ridge District School Board, who are eligible for federal maternity leave benefits, and apply for such, will qualify for the following;

Supplemental Employment Benefits (SEB)

Employees who are eligible and who make application for Maternity Benefits, as outlined under Federal legislation, will receive pay equivalent to 90% of salary, during the two (2) week waiting period.

Proof of receipt that the waiting period was served must be forwarded to the Human Resources Department.

Post Delivery (Maternity Leave)

Employees are also eligible to top-up their EI benefits, up to a maximum of six (6) weeks, following the Supplemental Employment Benefits (SEB) Period deductible from their sick leave earnings bank if allowable by legislation, provided such employee has sufficient accumulated sick leave to her credit and it is during a period for which the employee would normally be paid. To receive this supplement, an employee must supply the Human Resources Department with proof of receipt of pay from E.I. reflecting their weekly wage rate. The top-up pay will be the difference between the gross amount an employee receives from E. I. and their normal gross pay. Pay will not however exceed 100% of the employee's normal weekly earning.

It is understood that the maximum six (6) week period for which top-up is provided, is inclusive of the seventeen (17) week pregnancy leave maximum provisions provided for under Federal legislation.

Employees who do not qualify for EI Payments, will be paid sick leave benefits up to a maximum of six (6) weeks (following a normal delivery/non-complicated childbirth) provided such employee has sufficient accumulated sick leave to her credit. To receive such pay the employee must provide a physician's note verifying the actual date of birth to the Human Resources Department within six (6) weeks of the birth.

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) Family Medical Leave

Family Medical Leave shall be granted in accordance with the provisions of the **Employment Standards Act**, as amended.

f) 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, or step equivalent as appropriate.

(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, or step equivalent as appropriate.

(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.

Personal 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) Where the Union decides to employ a full-time local President, the Employer will contribute the sum of \$2,000 per month towards the provision of a paid leave with no **loss** of any entitlement under this agreement for the local President.
- (5) 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.

b) Extended Health Care

One hundred per cent (100%) of the premium costs for each employee who participates in the Extended Health Care Benefit package.

(1) 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.

Effective the first day of the month following ratification, Vision Care of \$250 per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$250 per 12 month period.

Effective September 1, 2006, Vision Care of **\$275** per **24** month period. For family members under eighteen (**18**) years of age, the coverage shall be **\$275** per **12** month period.

Effective September 1, **2007**, Vision Care of **\$300** per **24** month period. For family members under eighteen (**18**) years of age, the coverage shall be **\$300** per **12** month period.

It is understood that the above amounts shall include coverage for contact lenses, laser eye surgery, and eye examinations with a maximum of \$50 per exam.

(3) Effective September 1, **2006** the benefit will also include Paramedical Coverage to the maximum of **\$200** per family member per **12** month period for each category as detailed in the Benefit Booklet for CUPE employees.

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 **14.04** (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 B⁴ 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 the Employer will grant a leave of absence of up to six (6) months without pay, provided that the employee will, when required, produce to the Employer evidence of illness from their treating physician. No further sick leave credit will be earned again until after the employee's return to work.
- 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 according to the following formula.

$$F\% \times S \times \frac{N}{260}$$

Where F = (Calculation of Factor from 17.05 above)

 S = (Salary paid for last full year of employment)

 N = (Number of Sick Leave Days Accumulated - maximum 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 maintained by the Health and Safety Committee referred to in Article 18.03.
- 18.05 The Employer shall establish, when technically feasible, and maintain an online health and safety conference site, open to all employees. Items posted on this conference site will be of relevance to the occupation health and safety of employees and shall be authorized in advance by the Co-chairs of the Joint Occupational Health and Safety Committee. Any Ministry of Labour Orders issued in regard to any worksite in which employees work shall be posted in this conference site.

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).
- 19.03 The Employer agrees to attach a letter from the Union to each WSIB Form 7 as forwarded to an employee.
- 19.04 The Employer and the Union shall strike a Joint WSIB Committee comprised of equal numbers of Employer and Union representatives. This Committee shall meet quarterly. It shall be responsible for monitoring all claims. The Committee shall also be responsible for reviewing the modified work programme referred to in 19.01 enacted and amended from time to time by the parties.

The Employer and Union agree that item 4 (Election) of the current Modified Work Programme Guidelines applies only to WSIB claimants.

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 Staffing and Workload Consultation

The Employer and the Union recognize that the funding formula affects workload and that workload has an effect on employees' well-being and on the services they provide.

The Employer and the Union agree to meet once each fall and once each spring to review staffing and workload issues.

Any actions resulting from those meetings shall conform with the collective agreement.

20.04 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.

20.05 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.

20.06 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.

20.07 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.

20.08 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 and custodial 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.

Effective September 1, 2006, maintenance and custodial employees, Technical Support Specialists and Graphic Design Multimedia Specialists 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.

20.09 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.

Effective September 1, 2006, all custodians and maintenance employees will be supplied three shirts and three pairs of pants annually which must be worn as condition of employment.

20.10 Safety Footwear and Equipment

Where safety footwear is required in the workplace, the Employer will reimburse all employees who have completed their probationary period up to \$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, and employees in other classifications, which may be identified from time to time, as a condition of employment.

Effective September 1, 2006, the reimbursement amount will be up to \$125.

Where required by the Employer, personal protective equipment will be provided.

Effective September 1, 2006, Naturalists will be eligible for reimbursement for outdoor winter apparel up to \$100 once per calendar year, provided that the employee provides proof of purchase.

20.11 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.

Note: In the event that there are legislative regulatory decisions that effect Attendance and Counselling Services staff the Employer and CUPE agree to meet and discuss the implications.

20.12 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.

Effective September 1, 2006 the amount will be \$10,000 per school year.

20.13 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.
- d) In the event that the Board closes a school(s) resulting in a permanent custodian having no available position in accordance with Article 8, **Job** Posting, and Article 9, Lay-off and Recall, which would result in them being placed on the Recall List, the Board agrees to contract-in the equivalent amount of hours from its contracted schools, provided the permanent custodian affected does not choose to remain on the Recall List in accordance with Article 9.

It is understood and agreed that no bargaining unit member shall be directed or otherwise supervised by a contracted worker as a result of this article.

20.14 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.

4 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

patty 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

Wage rate increases will apply to Appendix D as follows.

Effective September 1, 2005 - 2%

Effective September 1, 2006 - \$0.49 per hour for all classifications

Effective September 1, 2007 - 3%

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

Band	Point Range	Job Evaluation Rate
13	374-394	32.73
12	353-373	32.73
11	332-352	27.8
10	311-331	26.36
9	290-310	20.91
8	269-289	20.15
7	248-268	19.38
6	227-247	18.62
5	206-226	18.14
4	185-205	17.8
3	164-184	17.27
2	143-163	16.59
1	122-142	15.91

b) New employees will be subject to the following pay scale:

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

Notwithstanding the above, the board may choose to place employees new to the positions identified in 22.02 (a), below, at the three month or twelve month rate at the time of hiring. It is understood and agreed that existing employees in these classifications will not be paid less than new hires.

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 maintain a Joint Evaluation/Pay Equity Committee as per the Terms of Reference in Appendix “ A 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 2005 and ending the 31st day of August 2008, 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**

Electronic Communication Implementation Committee

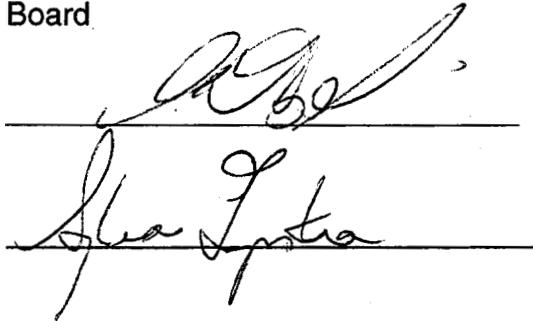
An Electronic Communication Implementation Committee will be established within thirty (30) days of ratification consisting of three (3) representatives of the Employer and three (3) representatives of the Union.

This Committee will focus on training, adequacy of access, communication and implementation and the date(s) on which to complete the change to an online system and shall have a plan in place within thirty (30) days of its first meeting.

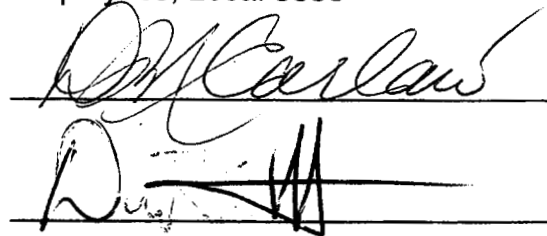
Prior to final implementation the Committee will reconvene to review and conclude the implementation process and confirm the successful completion in writing.

Dated at Peterborough, Ontario this 23rd day of February 2006.

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**

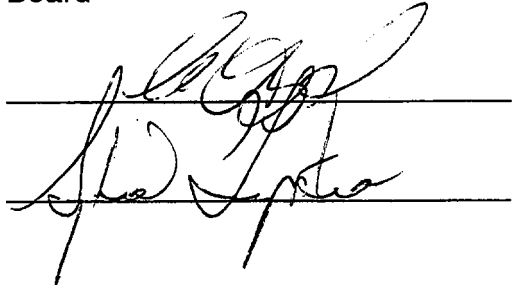
Part-time Hours Top-up for Custodial Employees

When management determines where extra hours are available, and to the extent that is practicable, the employer will endeavour to provide permanent custodial employees who work less than the normal hours of work in their classification the opportunity to work additional hours, within their Associated School Group (ASG), up to the normal hours of work for their classification.

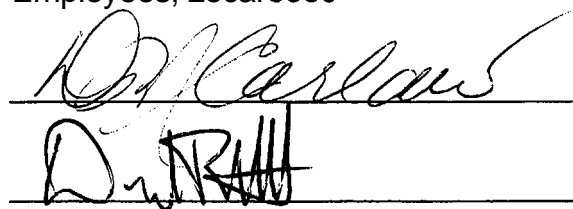
It is understood and agreed that this Letter of Understanding is not subject to the grievance procedure.

Dated at Peterborough, Ontario, this 23rd day of February 2006.

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**

Re-opener on Salaries

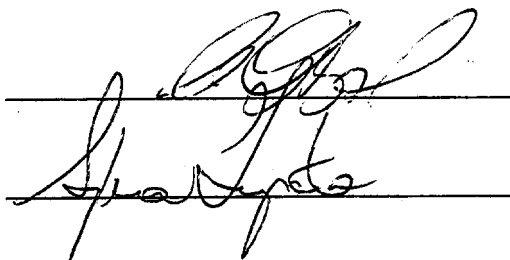
Should the Government provide additional funding specifically for support staff salaries of up to 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years the increase shall be implemented as follows:

- a) If the Province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- b) If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation **as** measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will **be** increased to match the rate of inflation up to a maximum of 0.5%.

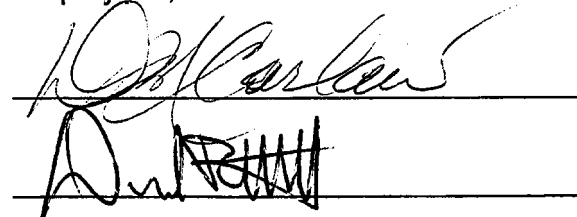
Such additional percentage increases (maximum 0.5%) shall be applied to the applicable salaries **as** described in Appendix D for the years commencing September 1, 2006 and September 1, 2007.

Dated at Peterborough, Ontario, this 23rd day of February 2006.

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**

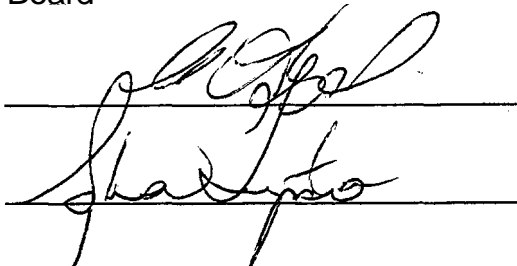
CUPE Support Staff Development Account

A one-time expense reimbursement for each CUPE employee on staff with the Board in the 2004/2005 school year has been provided by the Ministry of Education. The allowance, to a maximum aggregate disbursement of \$380,627 shall be used by CUPE employees between September 1, 2004 and August 31, 2006 for out-of-pocket expenses associated with their professional development needs. These expenses are to be used for work related computers and equipment, professional materials, courses, or other such work related expenses. The maximum reimbursement for any CUPE employee shall be no more than \$350.00. It is understood that reimbursement made under the CUPE Support Staff Development Account are non - taxable and that the board is not liable for CPP, EI and any tax or Pension Plan implications which may arise as a result of these payments. Approved applications will be processed on a first come first serve basis until the funds are exhausted, in which case there will be no more funds paid out.

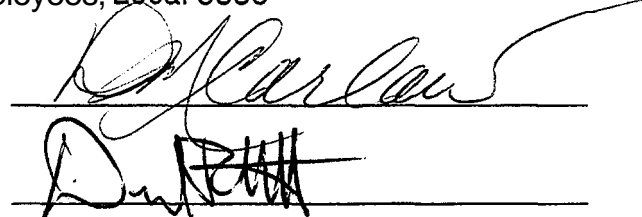
The Board shall develop reimbursement procedures to be in place by January 1, 2006. CUPE employees will submit original receipts to the appropriate Board personnel for reimbursement. Any unclaimed monies shall be made available to the Staff Improvement Committee to administer in accordance with Article 20.11

Dated at Peterborough this 23rd day of February 2006.

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

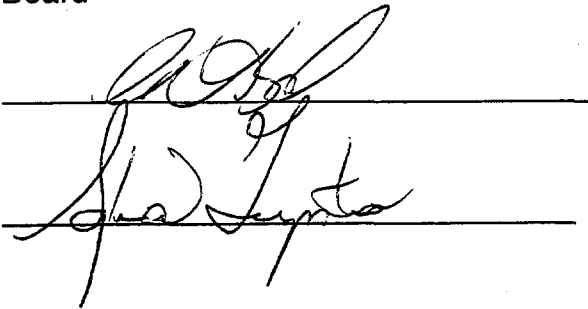
**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Committee Representation Outside Regular Working Hours

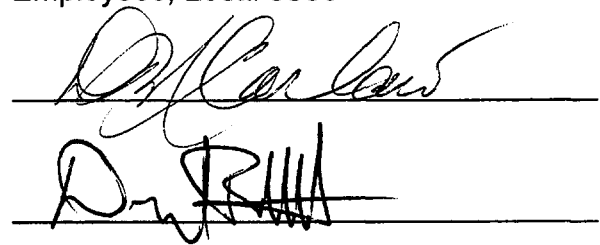
1. The Union and the Employer agree that they will attempt to keep meetings outside of regular working hours to a minimum.
2. Where it is not possible to do so, stewards and committee persons who are required to attend meetings at the request of the Employer will have that time counted against their 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 23rd day of February 2006.

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

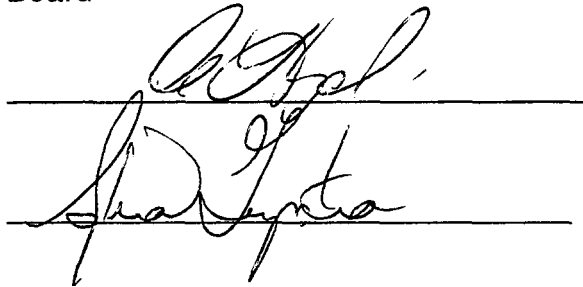
**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 5555**

Contracting In

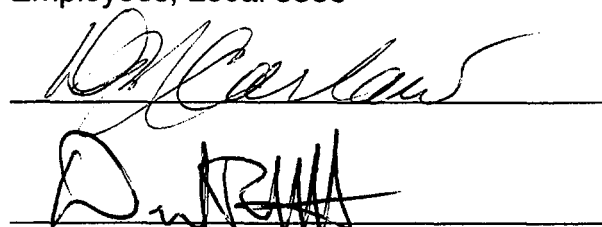
The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit members will be subject to an ongoing joint review to determine which work and services might be performed by members of the bargaining unit (contracting in).

Dated at Peterborough, Ontario this 23rd day of February 2006.

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**

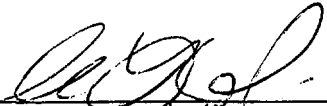
Insured Benefits


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.

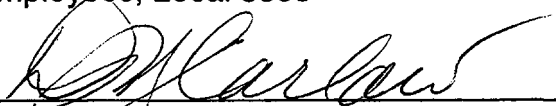
Dated at Peterborough, Ontario this 23rd day of February 2006.


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**


1 **Administrators**

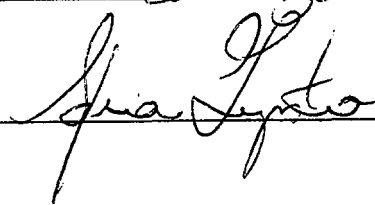
The Employer and the Union agree that the In-School Administrators will be brought in to the Bargaining Union effective January 8, 2001.

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 23rd day of February 2006.


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 LTD Review

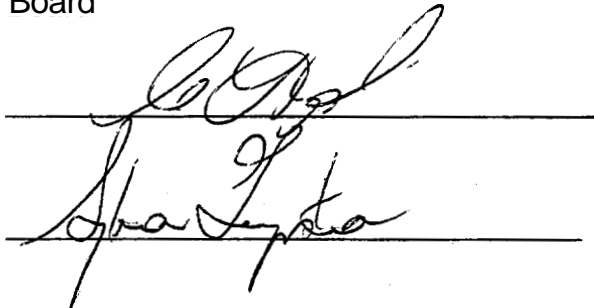
The Board and the union agree to the following:

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.

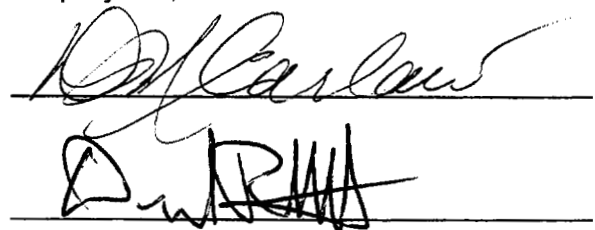
The Committee will review the premium rate for coverage to ensure that the membership is receiving the best possible value from their coverage.

Dated at Peterborough, Ontario this 23rd day of February 2006.

Kawartha Pine Ridge District School
Board



The Canadian Union of Public
Employees, Local 5555



LETTER OF UNDERSTANDING

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KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Education t Professional gu

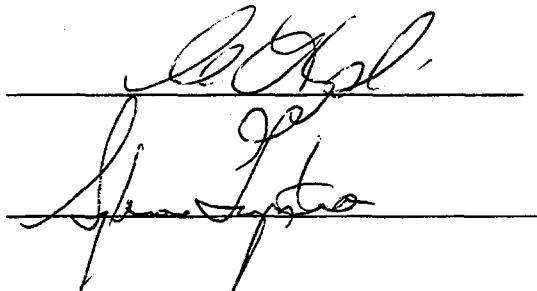
One (1) representative of each of the Educational Assistant classifications and the President of CUPE Local 5555 will meet as agreed with representatives of the Employer to discuss matters of mutual concern.

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

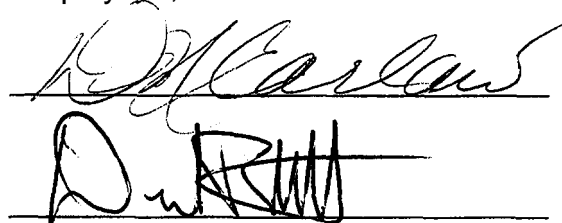
- Educational Assistant staffing processes
- Educational Assistant qualifications for new positions

Dated at Peterborough, Ontario this 23rd day of February 2006.

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**

1 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 electronically as per the collective agreement, 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 23rd day of February 2006.

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

TABLE OF CONTENTS

ARTICLE 1	PURPOSE
ARTICLE 2	THE JOINT JOB EVALUATION STEERING COMMITTEE (J.J.E.S.C.) and THE JOINT JOB EVALUATION COMMITTEE (J.J.E.C.)
ARTICLE 3	MAINTAINING THE JOB EVALUATION PROGRAM
ARTICLE 4	RECONSIDERATION PROCEDURE
ARTICLE 5	SETTLEMENT OF DISAGREEMENTS WITHIN THE J.J.E.C.
ARTICLE 6	PROVISIONS FOR NEGOTIATIONS

ARTICLE 1 PURPOSE

The parties hereto undertake and agree to work jointly, cooperatively and in good faith in maintaining a joint Gender-Neutral Job Evaluation process, that is in accordance with the requirements of 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 two **(2)** Co-chairs (1 Management and 1 CUPE) plus 2 Resource Advisors. The mandate of the J.J.E.S.C. is:
- a) To review 'Requests for Reconsideration' of evaluation decisions;
 - b) To complete sore-thumbing process;
 - c) To ensure the completion of the 'Review of Decision form';
 - d) To oversee maintenance of the job evaluation system;
 - e) To maintain the integrity of the program; and
 - f) To forward recommendations to the Negotiating committee as per 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, and the Co-chairs. A quorum shall consist of five (5) comprising 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 forwarded by the J.J.E.S.C. using the job evaluation tool;
 - b) To record job evaluation results and rationale; and
 - 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;
 - b) Establish the agenda for meetings; and
 - c) Chair the meetings.
- 2.4 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 Committeemember(s) may not participate in any discussion/decision regarding the rating of his or her own classification where it is a conflict of interest as agreed upon by the J.J.E.S.C.

- 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 the Union or the employer 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 significantly and substantially been changed, the following procedures shall be followed:

- a) The incumbent(s)/union or the supervisor/employer may request a job evaluation or reconsideration review by completing and submitting a Job Evaluation Reconsideration Form and Job Analysis Questionnaire to Human Resources. The J.J.E.S.C. shall receive copies of the submission and forward to the J.J.E.C. those jobs which require job evaluation. The jobs which require only a job description change are to be forwarded to 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.
- b) Where the initial job evaluation was based on a composite (consolidated) Job Analysis Questionnaire, the maintenance (reconsideration) submission must also be a consolidated Job Analysis Questionnaire.
- c) The J.J.E.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 Analysis Questionnaire for the job;
- b) The J.J.E.C. shall evaluate the job prior to posting where possible; where not possible the J.J.E.S.C. shall rate the job on a temporary basis;
- c) The job shall be posted and any person appointed to the job shall be paid the temporary pay grade;
- d) Six (6) months after appointment to the job, the incumbent(s) and the supervisor shall complete a Job Analysis Questionnaire. The Job Analysis 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; and
- e) 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 J.J.E.S.C. will 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 PROVISIONS FOR NEGOTIATIONS

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

6.2 Subsequent maintenances 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.

List of Supervisors and Non-Union Positions

Administrative Assistant
Application Engineer/Consultant
Asset Management Co-ordinator
Assistant Communications Officer
Attendance and Counselling Services Supervisor
Behaviour Services Coordinator
Chief Information Officer
Communications Officer
Controller of Facilities Services
Data Architect/Modeler
Director, School Systems
Director, Corporate Systems
Employee and Labour Relations Assistant
Executive Assistant to the Director of Education
Equity and Diversity Advisor
Financial Analyst
Human Resources Specialist
Manager
Native Education Liaison Person
Personnel Information Assistant
Print and Publishing Centre Coordinator
Project Manager
Route Co-ordinator
Senior Buyer
Senior Employee and Labour Relations Consultant
Senior Manager
Supervising Psychologist
Supervisor
Team Leader
Web Developer

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 = %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 = %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 = %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>
<p>December 25 - Saturday</p> <p>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</p>	

Appendix D: CUPE - KPRDSB Salary Proposal Sept 1, 2005 to Aug. 31, 2008

Banding Description	Market Value	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007
Band 13 (Points - 374-394)				
Speech & Language Pathologist	MV	\$32.73	\$33.22	\$34.22
Band 12 (Points 353-373)				
Psychological Specialist	MV	\$32.73	\$33.22	\$34.22
Band 11 (Points 332-352)				
Board Counsellor		\$27.80	\$28.29	\$29.14
Technical Services Specialist Project Lead		\$27.80	\$28.29	\$29.14
Band 10 (Points 311-331)				
Naturalist		\$26.36	\$26.85	\$27.66
Youth Counsellor		\$26.36	\$26.85	\$27.66
Band 9 (Points 290-310)				
Education Assistant - CYW		\$20.91	\$21.40	\$22.04
Technical Application Support Specialist	MV	\$25.38	\$25.87	\$26.65
Technical Services Specialist	MV	\$25.72	\$26.21	\$27.00
Band 8 (Points 269-289)				
Education Assistant - Health		\$20.15	\$20.64	\$21.26
Elementary Secretary I		\$20.15	\$20.64	\$21.26
Head Custodian Secondary I		\$20.15	\$20.64	\$21.26
Head Custodian Secondary II		\$20.15	\$20.64	\$21.26
Head Custodian Secondary III		\$20.15	\$20.64	\$21.26
Library Information Analyst	MV	\$25.43	\$25.92	\$26.70
Maintenance I - Carpenter		\$20.15	\$20.64	\$21.26
Maintenance I - Electrician		\$20.15	\$20.64	\$21.26
Maintenance I - HVAC		\$20.15	\$20.64	\$21.26
Maintenance I - Burner Mechanic		\$20.15	\$20.64	\$21.26
Maintenance I - Refrigeration Mechanic		\$20.15	\$20.64	\$21.26
Maintenance I - Control Technician		\$20.15	\$20.64	\$21.26
Maintenance I - Plumber		\$20.15	\$20.64	\$21.26
Maintenance II-Preventative Maintenance		\$20.15	\$20.64	\$21.26
Secondary School Head Secretary		\$20.15	\$20.64	\$21.26
Student Retention Counsellor		\$20.15	\$20.64	\$21.26
Band 7 (Points 248-268)				
Assistant Head Custodian		\$19.38	\$19.87	\$20.47
CIS Senior Secretary		\$19.38	\$19.87	\$20.47
Client Services/Analyst Trainer	MV	\$21.50	\$22.08	\$22.74

Banding Description	Market Value	Sept 1, 2005	Sept 1, 2006	Sept. 1, 2007
Education Assistant - LLS		\$19.38	\$19.87	\$20.47
Head Custodian Elementary I		\$19.38	\$19.87	\$20.47
Head Custodian Elementary II		\$19.38	\$19.87	\$20.47
Elementary Secretary II		\$19.38	\$19.87	\$20.47
Information Communication Specialist		\$19.38	\$19.87	\$20.47
Planning and Assessment Officer		\$19.38	\$19.87	\$20.47
Secondary School Secretary I		\$19.38	\$19.87	\$20.47
Secretary to Principal Special Services		\$19.38	\$19.87	\$20.47
Summer School Office Assistant		\$19.38	\$19.87	\$20.47
Brookside Senior Secretary		\$19.38	\$19.87	\$20.47
Band 6 (Points 227-247)				
Benefits Clerk		\$18.62	\$19.11	\$19.68
Communicative Disorders Assistant		\$18.62	\$19.11	\$19.68
Custodian II		\$18.62	\$19.11	\$19.68
Custodian III		\$18.62	\$19.11	\$19.68
Deaf/Blind Intervenor	MV	\$24.64	\$25.13	\$25.88
Education Assistant		\$18.62	\$19.11	\$19.68
Education Assistant - Brailist		\$18.62	\$19.11	\$19.68
Education Assistant - Sign		\$18.62	\$19.11	\$19.68
Head Custodian Elementary III		\$18.62	\$19.11	\$19.68
Maintenance III - Painter		\$18.62	\$19.11	\$19.68
Graphic Design Multimedia Specialist		\$18.62	\$19.11	\$19.68
Payroll Clerk		\$18.62	\$19.11	\$19.68
Leadership, Staff & Organizational Department Secretary		\$18.62	\$19.11	\$19.68
Band 5 (Points 206-226)				
Cafeteria I		\$18.14	\$18.63	\$19.19
CIS Secretary		\$18.14	\$18.63	\$19.19
Facilities Services Secretary		\$18.14	\$18.63	\$19.19
Maintenance II - Locksmith		\$18.14	\$18.63	\$19.19
Attendance & Counselling Service & Psychological Services Secretary		\$18.14	\$18.63	\$19.19
Secondary School Secretary II		\$18.14	\$18.63	\$19.19
Secretary to Principal of Program		\$18.14	\$18.63	\$19.19
SEMS Distance Operator		\$18.14	\$18.63	\$19.19
Senior Accounting Clerk		\$18.14	\$18.63	\$19.19
Transportation Department Secretary (Consortium)		\$18.14	\$18.63	\$19.19
Band 4 (Points 185-205)				
Assistant Secretary - Brookside		\$17.80	\$18.29	\$18.84
Shinner/Receiver Education Centre		\$17.80	\$18.29	\$18.84

Banding Description	Market Value	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007
Custodian I (including Rover)		\$17.80	\$18.29	\$18.84
Document Services Operator		\$17.80	\$18.29	\$18.84
Elementary Secretary III		\$17.80	\$18.29	\$18.84
Engineering Secretary		\$17.80	\$18.29	\$18.84
Finance Secretary		\$17.80	\$18.29	\$18.84
Special Equipment Technician		\$17.80	\$18.29	\$18.84
Library Information Technician		\$17.80	\$18.29	\$18.84
Maintenance IV		\$17.80	\$18.29	\$18.84
Maintenance Secretary		\$17.80	\$18.29	\$18.84
Operations Secretary		\$17.80	\$18.29	\$18.84
Planning Clerk		\$17.80	\$18.29	\$18.84
Professional Development Secretary		\$17.80	\$18.29	\$18.84
Purchasing Assistant		\$17.80	\$18.29	\$18.84
Rental Coordinator		\$17.80	\$18.29	\$18.84
Supply & Distribution I		\$17.80	\$18.29	\$18.84
Route Planner		\$17.80	\$18.29	\$18.84
Transportation Mapping Technician		\$17.80	\$18.29	\$18.84
Transportation Department Secretary (KPR)		\$17.80	\$18.29	\$18.84
Band 3 (Points 164-184)				
Accounts Payable Clerk		\$17.27	\$17.76	\$18.29
Library Circulation Clerk		\$17.27	\$17.76	\$18.29
Secretary Special Services		\$17.27	\$17.76	\$18.29
School Community Liaison		\$17.27	\$17.76	\$18.29
Inventory Control Clerk		\$17.27	\$17.76	\$18.29
Learning Resources Secretary		\$17.27	\$17.76	\$18.29
Library Technician Assistant		\$17.27	\$17.76	\$18.29
Print Centre Operator		\$17.27	\$17.76	\$18.29
Secondary School Secretary III		\$17.27	\$17.76	\$18.29
Student Data Analyst		\$17.27	\$17.76	\$18.29
Summer School Secretary		\$17.27	\$17.76	\$18.29
Supply & Distribution II		\$17.27	\$17.76	\$18.29
Facilities Services Area Shop Secretary		\$17.27	\$17.76	\$18.29
Band 2 (Points 122-163)				
Assistant Secretary Teaching and Learning Services		\$16.59	\$17.08	\$17.59
Assistant Secretary, Communications		\$16.59	\$17.08	\$17.59
Cafeteria II		\$16.59	\$17.08	\$17.59
Computer Services Secretary		\$16.59	\$17.08	\$17.59
Teaching & Learning Services Secretary		\$16.59	\$17.08	\$17.59

Banding Description	Market Value	Sept 1, 2005	Sept 1, 2006	Sept 1, 2007
Office Services Clerk		\$16.59	\$17.08	\$17.59
Purchasing Clerk		\$16.59	\$17.08	\$17.59
Receptionist/Board Office		\$16.59	\$17.08	\$17.59

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. Incumbents in these classifications will receive a lump sum payment of \$375 in each year of the collective agreement.

Board Counsellor - (Former PCBE)	\$31.22
Board Counsellor - (Former NCBE Team Leader)	\$29.75
Planning and Assessment Officer	\$21.82
Library Information Technician	\$21.55

Classifications

Schedule "B1"

Current Job Title	Former Job Title
Maintenance I - Plumber	
Maintenance I - HVAC	
Maintenance I - Burner Mechanic	
Maintenance I - Refrigeration Mechanic	
Maintenance I - Electrician	
Maintenance I - Carpenter	
Maintenance I - Control Technician	
Maintenance II - Preventative	
Maintenance II - Locksmith	
Maintenance III - Painter	
Maintenance IV	
Head Custodian Elementary I	
Head Custodian Elementary II	
Head Custodian Elementary III	
Head Custodian Secondary I	
Head Custodian Secondary II	
Head Custodian Secondary III	
Assistant Head Custodian	
Custodian I - (Including Rover)	
Custodian II	
Custodian III	
Shipper/Receiver Education Centre	Custodian I - Utility Person
Supply/Distribution I	
Supply/Distribution II	
Cafeteria I	
Cafeteria II	

Schedule "B2"

Current Job Title	Former Job Title
Education Assistant	
Education Assistant - LLS	
Education Assistant - CYW	
Education Assistant - Health	
Education Assistant - Sign	
Education Assistant - Brailist	
Deaf/Blind Intervenor	

Schedule "B3"

Current Job Title	Former Job Title
Assistant Library Technician	
Accounts Payable Clerk	
Assistant Secretary, Teaching and Learning Services	Assistant Educational Services Secretary
Assistant Secretary Brookside	
Assistant Secretary Communications	Communications Clerk
Attendance and Counseling Services and Psychological Services Secretary	Psychological Services Secretary
Benefits Clerk	
Brookside Senior Secretary	
CIS Secretary	CIS Secretary (10 month) CIS Secretary (12 month)
CIS Senior Secretary	
Communicative Disorder Assistant	
Computer Services Secretary	
Client Services/Analyst Trainer	Computer Support Trainer
Document Services Operator	Word Processor Operator
Elementary Secretary I (with assistant)	
Elementary Secretary II (without assistant)	

Current Job Title	Former Job Title
Elementary Secretary III (assistant secretary)	
Engineering Secretary	
Facility Services Secretary	
Finance Secretary	Finance Clerk
Graphic Design and Multimedia Specialist	Multimedia Production Technician
Information Communication Specialist	Information Systems Clerk
Inventory Control Clerk	
Leadership Staff and Organizational Development Secretary	Staff Dev./Equal Opportunities Secretary
Learning Resource Secretary	
Library Circulation Clerk	Media Checker Circulation Clerk
Library Information Analyst	
Library Information Technician	
Library Technician Assistant	
Maintenance Secretary	
Naturalist	
Office Services Clerk	
Operations Secretary	
Payroll Clerk	
Planning and Assessment Officer	
Planning Clerk	
Print Center Operator	
Professional Development Secretary	Secretary to Principal of School Administration
Purchasing Assistant	
Purchasing Clerk	
Receptionist/Board Office	
Rental Coordinator	
Route Planner	Transportation Clerk

Current Job Title	Former Job Title
School Community Liaison	Community Liaison Officer
Secondary School Head Secretary	
Secondary School Secretary I	
Secondary School Secretary II	
Secondary School Secretary III	
Secretary to Principal Special Services	
Secretary to the Principal of Program	
SEMS/Absence Operator	
Senior Accounting Clerk	
Special Equipment Technician	ISA Technician
Special Services Secretary	Clerk Special Services
Student Data Analyst	STMS Clerk
Student Retention Counsellor	
Summer School Office Assistant	
Summer School Secretary	
Teaching and Learning Services Secretary	Educational Services Secretary
Technical Application Support Specialist	
Technical Services Specialist	
Technical Services Specialist Project Lead	
Transportation Department Secretary	
Transportation Mapping Technician	
Youth Counsellor	

Schedule "B4"

Current Job Title	Former Job Title
Psychological Specialist	
School Board Counsellor	
Speech Language Pathologist	

COLLECTIVE AGREEMENT

This Collective Agreement is made this

23rd day of February 2006

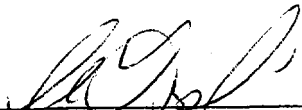
between

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

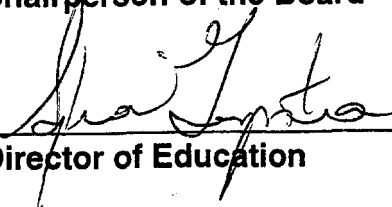
and

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

**Kawartha Pine Ridge District School
Board**

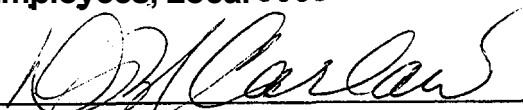


Chairperson of the Board




Director of Education

**The Canadian Union of Public
Employees, Local 5555**



President, CUPE Local 5555



National Representative

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General Information

The information contained in this section applies only to benefits for which ClaimSecure is the insurer or "Plan Administrator". Your employer is the Kawartha Pine Ridge District School Board ("Kawartha Pine Ridge DSB" or "KPRDSB").

About this booklet

The information in this employee benefits booklet is important to you. It provides the information you need about the group benefits available through your employer's group contract (the "Group Contract" or "Plan") with Claimsecure and Sun Life Assurance Company of Canada. The companies previously mentioned are referred to as the "Benefits Carrier" or the "Plan Administrator" in this booklet.

Your group benefits may be modified or changed because of an amendment to the group contract or because of a change in your age, class, earnings, dependent status, etc. The new benefits become effective on the date the change affecting your benefits occurred. The benefits outlined in this booklet are not guaranteed.

If your benefits changes, payments for services and supplies received before the date of the change will always be based on plan benefits in effect before the change.

Kawartha Pine Ridge DSB reserves the right, through the process of negotiations, to amend, alter, or eliminate benefits offered under the group benefit plan, in whole or in part, from time to time, without advance notice. If changes are made to the group benefit plan, they will be communicated to you as soon as possible after the changes have been finalized. The notification will supplement your group benefits booklet and should be kept in a safe place together with this booklet.

If you have any questions about the information in this employee benefits booklet, or you need additional information about your group benefits, please contact your employer.

This booklet is a summary of the principal feature of the plan, but the ClaimSecure Master Application – Health & Dental Benefits, contract number 2747, issued to Kawartha Pine Ridge DSB by ClaimSecure is the governing document. In the event of any variation between the information provided in this summary and the provisions of the governing document, the latter will prevail.

The contract holder, Kawartha Pine Ridge District School Board, has the sole legal and financial liability for the following benefits:

- Extended Health Care
- Semi-private Hospital Care
- Dental Care

Your current benefits carrier only acts as an administrator on behalf of the contract holder for the above benefits. All other benefits are insured by your current benefits carrier.

Eligibility

To be eligible for group benefits, you must be a resident of Canada and meet the following conditions:

- you are a permanent employee.
- for the Long Term Disability benefit, you are actively working for your employer at least 15 hours a week.
- for all other benefits, you are actively working for at least 24 hours a week. For employees who are regularly employed less than 24 hours per week, the Employer will pay for employees who participate under Extended Health, Semi-private and Dental 50% of the premiums as per the collective agreement.

There is a probationary period of 60 working days.

We consider you to be actively working if you are performing all the usual and customary duties of your job with your employer for the scheduled number of hours for that day. This includes scheduled non-working days and any period of continuous paid vacation of up to 3 months if you were actively working on the last scheduled working day. We do not consider you to be actively at work if you are receiving disability benefits or are participating in a partial disability or rehabilitation program.

Your dependents become eligible for coverage on the date you become eligible or the date they first become your dependent, whichever is later. You must apply for coverage for yourself in order for your dependents to be eligible.

Who qualifies as your dependent

Your dependent must be your spouse or your child and a resident of Canada or the United States.

Your eligible spouse means an individual who, at the time that the coverage is provided, is your legal spouse, or common-law spouse, as described below:

- A legal spouse is the person who is lawfully married to you according to applicable provincial legislation and who is living with you.
- A common-law spouse is a person of the same or opposite sex who is living with you in a conjugal relationship and who has been publicly represented as your spouse for at least twelve months.

You can only cover one spouse at a time. In case of conflict between the two, your legal spouse will be considered your eligible spouse over a common-law spouse.

Your children and your eligible spouse's children (other than foster children) are eligible dependents if they are not married or in any other formal union recognized by law, and are under age 21.

Overage A child whom is a full-time student attending an educational
Dependent institution recognized by the Canada Customs and Revenue
Coverage Agency is also considered an eligible dependent as long as the
child is under age 25 and entirely dependent on you for financial
support.

If a child becomes handicapped before the limiting age, we will
continue coverage as long as:

- the child is incapable of financial self-support because of a
physical or mental disability, and
- the child depends on you for financial support, and is not
married nor in any other formal union recognized by law.

In these cases, you must notify your current benefits carrier
within 31 days of the date the child attains the limiting age. Your
employer can give you more information about this.

In this booklet, "Participant" or "covered person" is defined as
the individual entitled to benefit coverage pursuant to the terms
of the ClaimSecure group contract and includes eligible spouse
and dependents.

Enrolment

You have to enrol to receive coverage. To enrol, you must
request coverage in writing by supplying the appropriate
enrolment information to your employer. For a dependent to
receive coverage, you must request dependent coverage.
Information concerning enrolment and dependent coverage can
be obtained from your employer.

If both you and your spouse are employed by Kawartha Pine
Ridge District School Board, you may both enrol for employee
coverage under the Extended Health Care, Semi-private
Hospital Care and Dental Care benefits or one of you may be
enrolled as the dependent of the other. You cannot be enrolled
as both an employee and a dependent. Also, your children, if
any, can only be covered by one of you.

If you or your dependents are covered for comparable Extended Health Care, Semi-private Hospital Care or Dental Care coverage under this or another group plan, you may refuse this coverage under this plan. If, at a later date, the other coverage ends, you can enrol for coverage under this plan at that time.

.Should you wish to enrol for benefit coverage you may do so within the first 31 days of becoming eligible for benefits coverage. **If you fail to enrol within this time limit, you will have to wait until the next open enrolment period, which is September and February of each year.** However, if you experience a lifestyle change as outlined below you will be able to amend your benefits as required.

When coverage begins

Your coverage begins on the date you become eligible for coverage,

If you are not actively working on the date coverage would normally begin, your coverage will not begin until you return to active work.

Dependent coverage begins on the date your coverage begins or the date you first have an eligible dependent, whichever is later.

However, for a dependent, other than a newborn child, who is hospitalized, coverage will begin when the dependent is discharged from hospital and is actively pursuing normal activities.

Once you have dependent coverage, any subsequent dependents will be covered automatically.

If there are additional conditions for a particular benefit, these conditions will appear in the appropriate benefit section later in this booklet.

Changes affecting your coverage

From time to time, there may be circumstances that change your coverage.

For example, your employment status may change, or your employer may change the group contract. Any resulting change in the coverage will take effect on the date of the change in circumstances.

You may request a change within 31 days of a change such as;

- increase in hours per week;
- your dependent status changes, such as acquiring a spouse or child;
- losing comparable coverage through your spouse's plan.

The following exceptions apply if the result of the change is an increase in coverage:

- if proof of good health is required, the change cannot take effect before your current benefits carrier approves the proof of good health.
- if you are not actively working when the change occurs or when your current benefits carrier approves proof of good health, the change cannot take effect before you return to active work.
- if a dependent, other than a newborn child, is hospitalized on the date when the change occurs, the change in the dependent's coverage cannot take effect before the dependent is discharged and is actively pursuing normal activities.

Updating your records

To ensure that coverage is kept up-to-date, it is important that you report any of the following changes to your employer:

- change of eligible dependents.
- change of name.
- change of beneficiary.

It is your responsibility to ensure that your benefit enrolment information is current.

When coverage terminates

As an employee, your coverage will end on the earlier of the following dates:

- the date your employment ends for any reason other than retirement or pension.
- the date you are no longer actively working.
- The date you no longer satisfy the eligibility conditions under the group contract.
- When your long-term disability coverage ends and you do not return to work or receive any remuneration from the KPRDSB.
- the end of the period for which premiums have been paid to Your current benefits carrier for your coverage.
- the date the group contract terminates.

A dependent's coverage terminates on the earlier of the following dates:

- the date your coverage terminates or
- the date the dependent is no longer an eligible dependent.
- the end of the period for which premiums have been paid for dependent coverage.

The termination of coverage may vary from benefit to benefit. For information about the termination of a specific benefit, please refer to the appropriate section of this employee benefits booklet. In the event that you require further clarification, please contact your employer.

Continuation of Coverage

When coverage would terminate because your employment ends or you are no longer actively at work, the employer is entitled to continue coverage for you in the following circumstances provided within the KPRDSB procedure and/or the terms of the Collective Agreement.

- If you are absent from work due to illness coverage may be continued until as per the collective agreement.

Also, your coverage under this contract may be continued:

- During pregnancy, maternity/parental leave
- During the statutory notice period for termination of employment as required by relevant legislation or during additional notice periods as determined by the KPRDSB.
- For employees who are employed on a 10 months basis during the employee's scheduled summer lay-off but not more than 3 months.
- During any period you are on approved leave of absence, but not for more than 2 years following the date on which the leave starts.

An employee, who is on an approved leave of absence and is not continuing to receive remuneration from KPRDSB, may be provided with an election to participate in continued benefit coverage. If the employee elects to continue benefit coverage they will be expected to provide the premium payment for the benefits as directed by KPRDSB.

NOTE: If continuing coverage is elected, premium payments are the sole responsibility of the employee. KPRDSB will not contribute to the premium payment.

Replacement coverage

The group contract will be interpreted and administered according to all applicable legislation and the guidelines of the Canadian Life and Health Insurance Association concerning the continuation of insurance following contract termination and the replacement of group insurance.

Your current benefits carrier will not be responsible for paying benefits if an insurer under a previous group contract is responsible for paying similar benefits.

If such legislation or guidelines require that your current benefits carrier resume paying certain benefits because of a recurrence of an employee's total disability, your current benefits carrier will resume payment at the same amount and for the remainder of the maximum benefit period.

Making claims

The Plan Administrator is dedicated to processing your claims promptly and efficiently. You should contact your employer to get the proper form to make a claim. There are time limits for making claims. These limits are discussed in the appropriate sections of this employee benefits booklet. All claims must be made in writing on forms approved by the Plan Administrator.

No legal action may be brought by you more than two years after the date we must receive your claim forms or more than one year after we stop paying disability benefits.

Proof of disability

From time to time, your current benefits carrier can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of the request, you will not be entitled to benefits.

Coordination of benefits

If you are covered for Extended Health Care, Semi-private Hospital Care or Dental Care under this plan and another plan, our benefits will be coordinated with the other plan following insurance industry standards.

These standards determine where you should send a claim first. Here are some guidelines:

- You and your spouse should first submit your own claims through your respective employer's plan.
- if you are claiming expenses for your eligible dependent children, and both you and your spouse have coverage under different plans, you must claim under the plan of the parent with the earlier birthday (month and day) in the calendar year. For example, if your birthday is May 1 and your spouse's birthday is June 5, you must claim under your plan first.
- You may submit a claim to the plan of the other spouse for any amount which is not paid by the first plan. The maximum amount that you can receive from all plans for eligible expenses is 100% of actual expenses.

Your employer can help you determine which plan you should claim from first. If any claims are eligible for reimbursement from any government or automobile insurance plan, claims should first be submitted to that plan. The balance of the claims may be submitted to this plan as described above.

Medical examination We can require you to have a medical examination if you make a claim for benefits. We will pay for the cost of the examination. If you fail or refuse to have this examination, we will not pay any benefit.

Recovering overpayments We have the right to recover all overpayments of benefits either by deducting from other benefits or by any other available legal means.

Definitions Here is a list of definitions of some terms that appear in this employee benefits booklet. Other definitions appear in the benefit sections.

Accident An accident is a bodily injury that occurs solely as a direct result of a violent, sudden and unexpected action from an outside source.

<i>Appropriate treatment</i>	Appropriate treatment is defined as any treatment that is performed and prescribed by a doctor or, when your current benefits carrier believes it is necessary, by a medical specialist. It must be the usual and reasonable treatment for the condition and must be provided as frequently as is usually required by the condition. It must not be limited solely to examinations or testing.
<i>Basic earnings</i>	Basic earnings are the salary you receive from your employer excluding any bonus, overtime or incentive pay.
<i>Doctor</i>	A doctor is a physician or surgeon who is licensed to practice medicine where that practice is located.
<i>Illness</i>	An illness is a bodily injury, disease, mental infirmity or sickness. Any surgery needed to donate a body part to another person which causes total disability is an illness.
<i>Retirement date</i>	If you are totally disabled, your retirement date is your 65th birthday, unless you have actually retired before then.
<i>We, our and us</i>	We, our and us means Current Benefits Provider.

Extended Health Care (Medicare Supplement)

This benefit is administered by ClaimSecure.

General description of the coverage

Extended Health Care Benefit coverage provides protection against the cost of those medically necessary services and supplies for which there is only partial or no reimbursement from provincial health plans. The coverage provided covers only those expenses which are considered reasonable and customary for the service provided in the geographic area where the expense occurred.

The following services and supplies are included in your coverage where permitted by law and to the extent they are not covered under your Provincial Medicare Plan.

The Plan Administrator shall pay reasonable and customary charges in the geographic area where the claim occurs subject to the provisions of the group contract. Services, supplies and equipment will be covered if;

- Ordered by a physician or other health care provider. A physician means a doctor of medicine who is legally qualified to practice medicine and is licensed by the appropriate board in the jurisdiction where his or her services are rendered. A health care provider is defined as a licensed, certified, registered or chartered practitioner licensed to practice in the jurisdiction where the services are provided.
- Medically necessary services are defined as service, equipment or supplies consistent with the diagnosis and treatment of the condition and in accordance with the standards of good medical practice. The order, recommendation or approval of a physician does not make the service medically necessary. Final

determination of what is considered medically necessary shall be made by the Plan Administrator in conjunction with the terms of the group contract.

- Amounts are still payable after all applicable limitations, exclusions and maximum benefit limits and any deductible or co-insurance specified in the group contract have been applied.
- You are eligible for the benefit coverage.

To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received or the supplies are purchased or rented.

The benefit year is from January 1 to December 31.

Deductible

The deductible is the portion of claims that you are responsible for paying.

For prescription drugs the deductible is the portion of any dispensing fee over \$7.75 for each prescription or refill.

For other expenses, there is a deductible of \$10 each benefit year for each person up to a maximum of \$20 per family. After this deductible has been paid, claims will be paid up to the percentage of coverage under this plan.

If 2 or more members of your family suffer injuries in the same accident, only one individual deductible is applied in each benefit year against all eligible expenses for those injuries.

Prescription drugs

We will cover the cost of drugs and supplies that legally require a prescription and are prescribed in writing by a doctor or dentist

and are obtained from a pharmacist.

For the following expenses you should use your drug card:

- injectable drugs and vitamins, insulin and allergy extracts with a DIN.
- medication listed in the Federal or Provincial Drug Schedules which has a Drug Identification Number (DIN) and legally requires a prescription.
- preparations and compounds of which at least one ingredient is an eligible drug under this benefit.
- diabetic supplies.
- drugs for the treatment of weight loss, up to a maximum of \$500 per person per benefit year.

For the following expenses you must submit a claim to Your current benefits carrier for reimbursement:

- Synvisc, Suplasyn & Neovisc limited to a maximum of \$900 every 12 consecutive months.
- vaccines and compound serums that legally require a prescription.
- colostomy supplies.
- drugs for the treatment of infertility limited to a 6 month cycle.

We will cover the cost of the above medicines and supplies after you pay the deductible.

For the above items, payments for any single purchase are limited to quantities that can reasonably be used in a 34 day period, or, in the case of the following maintenance drugs, in a 100 day period as ordered by a doctor:

antiasthmatics, antibiotics for acne, anticoagulants, anticonvulsants, antihypertensives, antiparkinsons, antituberculosis, cardiac agents, hypoglycaemic, medications for glaucoma, oestrogen, oral contraceptives, potassium replacements and thyroid agents.

We will not pay for the following, even when prescribed:

- infant formulas (milk and milk substitutes), minerals, proteins, vitamins and collagen treatment.
- the cost of giving injections, serums and vaccines.
- medicines obtained from a doctor or dentist.
- muscle relaxants which do not require a prescription.
- hair growth stimulants.
- products to help you quit smoking, whether or not they require a prescription.
- drugs for the treatment of erectile dysfunction.
- varicose vein injections.
- contraceptive devices.
- proteins, food, dietary supplements or Vitamin B6 and B12 for the treatment of weight loss.

Also, we will not pay for any drug charge, including dispensing fee, a person age 65 or over has to pay under the Ontario Drug Benefit Program.

Generic limit Charges in excess of the lowest priced equivalent generic product are not covered unless the doctor specifies in writing that no substitution for the prescribed drug may be made.

Other health professionals allowed to prescribe drugs

We reimburse certain drugs prescribed by other qualified health professionals the same way as if the drugs were prescribed by a doctor or a dentist if the applicable provincial legislation permits them to prescribe those drugs.

Hospital expenses in your province

We will cover the costs for hospital care in the province where you live. The deductible does not apply to these expenses.

Private Hospital Room in a Public Hospital

We will cover out-patient services in a hospital and the difference between the cost of a semi-private and a private hospital room (not a suite) in a public general hospital.

Private Hospital

We will cover out-patient services in a private hospital and the difference between the cost of a semi-private and a private hospital room (not a suite) in a private hospital, up to a maximum of \$10 a day for a lifetime maximum of 120 days.

Convalescent Hospital

We will also cover the cost of room and board in a convalescent hospital if this care has been ordered by a doctor as long as:

- it follows at least 5 consecutive days of in-patient hospitalization,
- it begins within 14 days of release from the hospital, and
- it *is* primarily for rehabilitation.

The maximum amount payable is \$20 per day up to a maximum of 180 days for treatment of an illness due to the same or related causes. The deductible does not apply to these expenses.

For purposes of this plan, a *convalescent hospital* is a facility licensed to provide convalescent care and treatment for sick or injured patients on an in-patient basis. Nursing and medical care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium or a facility for treating alcohol or drug abuse.

A hospital is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must

have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.

Expenses out of your province, within Canada

We will cover emergency medical services while you are outside the province where you live. We will pay 100% of the costs of the services of a doctor after you pay the deductible.

An *emergency* is an acute, unexpected condition, illness, disease or injury that requires immediate assistance.

We will only cover services obtained within 60 days of the date you leave the province where you live.

Emergency services out of your province

Expenses incurred for emergency services outside the province where you live are subject to a lifetime maximum of \$1,000,000 per person or, if lower, any other applicable lifetime maximum.

Medical services and equipment

The following medical equipment and supplies are covered when prescribed by a medical doctor. Such equipment must be required for therapeutic use. The following coverage for supplies and equipment is available only on a rental basis. However, some equipment and/or supplies may be purchased at the discretion of the Plan Administrator. Pre-approval must be obtained by the Plan Administrator prior to the rental of any equipment or supplies. You may be required to complete a questionnaire provided by the Plan Administrator.

Note: Provincial assistive device program (ADP) maximums will be taken into consideration where applicable.

- out-of-hospital private duty nurse services when medically necessary. Services must be for nursing care, and not for custodial care. The private duty nurse must be a nurse, or nursing assistant who is licensed, certified or registered in the province where you live and who does not normally live with you. The services of a registered nurse are eligible only when someone with lesser qualifications cannot perform the duties. There is a limit of \$35,000 per person per benefit year.
- transportation in a licensed ambulance if medically necessary, that takes you to and from the nearest hospital that is able to provide the necessary medical services.
- transportation in a licensed air ambulance if medically necessary, that takes you to the nearest hospital that provides the necessary emergency services.
- laboratory tests and x-rays performed by a commercial laboratory for the diagnosis of an illness. Tests performed in a doctor's office or pharmacy is not covered.
- ultrasound when used to diagnose an illness and performed in a commercial lab.
- dental services, including braces and splints, to repair damage to natural teeth caused by an accidental blow to the mouth that occurs while you are covered. These services must be received within 90 days following the date of the accident and must be completed for dependents who are under age 18 at the time of the accident prior to their attainment of age 19 and one year from the date of the accident for any other person. We will not cover more than the fee stated in the Ontario Dental Association Fee Guide for a General Practitioner. Payments will be based on the Fee Guide that was current one year prior to the date the expenses were incurred.
- hospital bed, wheelchair, or purchase at our request, that is for temporary therapeutic use.

- Casts : Fiberglass, air and walking cast
Note: regular cast are not covered.
- splints, supports, trusses, crutches, cervical collars, canes or walkers.
- Braces:
Note: braces are wearable, orthopaedic appliance and must be made of rigid or semi-rigid material such as metal or hard plastic to hold parts of the body in the correct position.
Exclusions: elastic supports and foot orthotics and dental braces are not considered as an orthopaedic appliance.
- mammary prostheses required as a result of surgery.
- surgical brassieres up to maximum of 6 per benefit year.
- artificial limbs and eyes, excluding myoelectric appliances.
- custom made orthopaedic shoes or modifications or adjustments to stock item orthopaedic shoes.
- custom made orthotic shoe inserts, up to 2 pairs per benefit year to a maximum of \$225 per pair.
- stockings, elastic or surgical, up to a maximum of 6 pairs per benefit year.
- stump socks.
- treatment of an illness by the use of radiotherapy or coagulotherapy.
- oxygen, plasma and blood transfusions.
- wigs or hairpieces following chemotherapy, up to a maximum of 1 per lifetime. Wigs and hairpieces do not require a doctor's recommendation.

- Jobst pressure garments for burns.
- Corrective prosthetic lenses and frames, once only, following cataract surgery or when a person lacks an organic lens.
- aerochamber.
- breathing unit (respirator).
- catheter.
- APNEA monitor.
- Continuous Positive Airway Pressure Machine (CPAP)
Note: one CPAP machine per lifetime per Participant
Exclusions: supplies are excluded
- cystic fibrosis equipment.
- surgical dressings.
- tracheotomy supplies.
- urinary kits.

Excluded Medical Equipment

As well, the following items are specifically excluded from your benefit coverage:

- intermittent Positive Pressure Breathing Machine (PPB's)
- Mist tent and nebulizers;
- Shoulder harnesses;
- Intra-uterine Contraceptive Devices (IUD's)
- Bed rails
- Custom-made pressure supports for lymph edema
- Head halters
- Traction apparatus
- Trapeze bars
- Sanatorium treatment and facilities for treatment of drug and alcohol abuse
- Orthopaedic mattresses
- Whirlpools

Paramedical services

Coverage for the following, up to the maximums after you pay the deductible;

- Licensed physiotherapists or athletic therapists, when ordered by a doctor. Maximum is \$200 per person per benefit year.
- Licensed speech therapist, when ordered by a doctor, up to a maximum of \$200 per person every twelve (12) consecutive months.
- Licensed psychologist, when ordered by a doctor, up to \$35 for the initial visit, \$20 for subsequent visits up to a maximum of \$200 per person every twelve (12) consecutive months.
- Licensed masseur/orthotherapist, up to \$7 per visit up to a maximum of twelve (12) consecutive months.

Effective 01 September 2006

Services provided by the following licensed, certified or registered professional Paramedical Practitioners, so long as the services being provided are within the scope of their profession. KPRDSB will cover the cost of the treatment up to the maximum of \$200 per covered person per benefit year, for each category of Paramedical Practitioners listed below;

- Category 1:*
- Licensed speech therapists, physiotherapists or athletic therapists, psychologists or massage therapists, when ordered by a doctor.
- Category 2*
- Licensed osteopaths, chiropractors, podiatrist/chiropracist, naturopaths (when ordered by a doctor) or Christian Science Practitioners.

Note:

- 1 x-ray per Practitioner.

Exclusions: Occupational therapy, homeopathy and acupuncture treatments are not covered. Supplements and remedies ordered by Paramedical Practitioners are not covered.

Vision Care Services Frames and prescriptions lenses and tinting or prescription contact lenses, laser eye surgery and eye examinations with a maximum of \$50.00 per exam per covered participant.

Effective 01 March 2006

- Maximum benefit is \$250 every twenty-four (24) consecutive months per participant and every twelve (12) consecutive months per participant under the age of eighteen (18) years.

Effective 01 September 2006

- Maximum benefit is \$275 every twenty-four (24) consecutive months per participant and every twelve (12) consecutive months per participant under the age of eighteen (18) years.

Effective 01 September 2007

- Maximum benefit is \$300 every twenty-four (24) consecutive months per participant and every twelve (12) consecutive months per participant under the age of eighteen (18) years.

Note: an ophthalmologist or licensed optometrist prescription is required and frames and lenses must be obtained from an ophthalmologist, licensed optometrist or optician.

Exclusions:

- Refractions required by KPRDSB, government body or other third party
- Safety glasses or safety goggles
- Duplicated or spare eyeglasses
- Non-prescription sunglasses
- Magnifying glasses.

When coverage ends Extended Health Care coverage will end when the employee retires or reaches age 70, whichever is earlier.

General Limitations & Exclusions for Extended Health Benefits

In addition to the limitations and exclusions of this benefit plan, and those limitations and exclusions contained in the description of the benefits, the Extended Health Benefits do not cover services, supplies or equipment that are primarily intended to facilitate:

- Expenses that private insurers are not permitted to cover by law.
- Services or supplies the person is entitled to without charge by law or for which a charge is made only because the person had insurance.
- Services and supplies that do not represent reasonable treatment.

- Services and supplies associated with: services rendered for cosmetic reasons, exercise, weight loss, physical fitness or sports, environmental or atmospheric control in the home or workplace.
- The diagnosis or treatment (limited to a 6 month cycle) of infertility.
- Services or supplies associated with covered items, unless specifically listed as a covered expense.
- Extra medical supplies that function as spares or alternates.
- Services or supplies received outside Canada.

- Services covered by any Workplace Safety and Insurance Board unless prohibited by law.
- Services and supplies not covered in the master contract between KPRDSB and ClaimSecure.
- Expenses for services, treatment or supplies, which are considered experimental in nature.
- Health care services or supplies required as a result of war, terrorism, rebellion or hostilities of any kind, whether or not the covered person is a participant.
- Health care services or supplies required as a result of participation in a riot or civil disturbance.
- Health care services or supplies due to intentional self-inflicted injury.

We will also not pay benefits when compensation is available under a Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation.

**When and how to
make a claim**

To make a claim, complete the claim form that is available from your employer.

In order for you to receive benefits, the Plan Administrator must receive the claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Extended Health Care coverage.

All health claims and pre-approvals should be mailed to:

ClaimSecure

43 Elm Street, Suite 200

Sudbury, ON P3C 1S4

Semi-private Hospital Coverage

This benefit is administered by ClaimSecure.

**General description
of the coverage**

The contract holder has the sole legal and financial liability for this benefit. Your current benefits carrier only acts as administrator on behalf of the contract holder.

In this section, *you* means the employee and all dependents covered for the Semi-private Hospital benefit.

To qualify for this coverage you must be entitled to benefits under a provincial medicare plan or federal government plan that provides similar benefits.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date the service is received.

The benefit year is from January 1 to December 31.

**Hospital expenses in
your province**

We will cover 100% of the costs for hospital care in the province where you live. The deductible does not apply to these expenses.

***Semi-Private
Hospital***

We will cover out-patient services in a hospital and the difference between the cost of a ward and a semi-private hospital room.

***Chronic Care
Hospital***

Coverage is also provided for room and board expenses incurred in a chronic care hospital including Homewood Health Centre Programs up to \$3 per day to a maximum of 120 days.

For purposes of this plan, a *chronic care* facility is licensed to provide care for a person who is chronically ill and/or has a functional disability (physical or mental) and whose potential for rehabilitation may be limited, and who requires a range of therapeutic services, medical management and/or skilled nursing care. Admittance may be for an indefinite period of time.

A *hospital* is a facility licensed to provide care and treatment for sick or injured patients, primarily while they are acutely ill. It must have facilities for diagnostic treatment and major surgery. Nursing care must be available 24 hours a day. It does not include a nursing home, rest home, home for the aged or chronically ill, sanatorium, convalescent hospital or a facility for treating alcohol or drug abuse or beds set aside for any of these purposes in a hospital.

When coverage ends Semi-private Hospital coverage will end when the employee retires or reaches age 70, whichever is earlier.

Payments after coverage ends If you are totally disabled when your coverage ends, benefits will continue for expenses that result from the illness that caused the total disability if the expenses are incurred:

- during the uninterrupted period of total disability,
- within 90 days of the end of coverage, and
- while this provision is in force.

For the purpose of this provision, an employee is totally disabled if prevented by illness from performing any occupation the employee is or may become reasonably qualified for by education, training or experience, and a dependent is totally disabled if prevented by illness from performing the dependent's normal activities.

For the purpose of this provision, a dependent is totally disabled if prevented by illness from performing the dependent's normal activities.

What is not covered We will not pay for the costs of:

- services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees and extra billing if the legislation allows private plans to cover the user fees and extra billing.

- services or supplies to the extent that their costs exceed the reasonable and usual rates in the locality where the services or supplies are provided.
- services or supplies for which no charge would have been made in the absence of this coverage.

We will not pay benefits when the claim is for an illness resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- any work for which you were compensated that was not done for the employer who is providing this plan.
- participation in a criminal offence.

We will also not pay benefits when compensation is available under a Workers' Compensation Act, Criminal Injuries Compensation Act or similar legislation.

**When and how to
make a claim**

To make a claim, complete the claim form that is available from your employer. Your benefits carrier may require you to complete a questionnaire to approve and pay the claim

In order for you to receive benefits, we must receive the claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Semi-private Hospital coverage.

All hospital claims should be mailed to:

ClaimSecure

43 Elm Street, Suite 200

Sudbury, ON P3C 1S4

Dental Care

This benefit is administered by ClaimSecure.

**General description
of the coverage**

The contract holder has the sole legal and financial liability for this benefit. Your current benefits carrier only acts as administrator on behalf of the contract holder.

In this section, **you** means the employee and all dependents covered for Dental Care benefits.

Dental Care coverage pays for eligible expenses that you incur for dental procedures provided by a licensed dentist, denturist, dental hygienist and anaesthetist while you are covered by this group plan.

For each dental procedure, we will only cover reasonable expenses. We will not cover more than the fee stated in the Ontario Dental Association Suggested Fee Guide for General Practitioners, regardless of where the treatment is received. Payments will be based on the guide that was current one year prior to the date the expenses were incurred.

If you receive any temporary dental service, it will be included as part of the final dental procedure used to correct the problem and not as a separate procedure. The fee for the permanent service will be used to determine the usual and reasonable charge for the final dental service.

An expense must be claimed for the benefit year in which the expense is incurred. You incur an expense on the date your dentist performs a single appointment procedure or an orthodontic procedure. For other procedures which take more than one appointment, you incur an expense once the entire procedure is completed.

The benefit year is from January 1 to December 31.

Deductible	There is no deductible for this coverage.
Lifetime maximum	The maximum amount we will pay for all Orthodontic procedures in a person's lifetime is \$1,500.
Predetermination	We suggest that you send us an estimate, before the work is done, for any major treatment or any procedure that will cost more than \$500. You should send us a completed dental claim form that shows the treatment that the dentist is planning and the cost. Both you and the dentist will have to complete parts of the claim form. We will tell you how much of the planned treatment is covered. This way you will know how much of the cost you will be responsible for before the work is done.
Preventive dental procedures	Your dental benefits include procedures used to help prevent dental problems. They are procedures that a dentist performs regularly to help maintain good dental health. We will pay 100% of the eligible expenses for these procedures.
Oral examinations	1 complete examination every 36 months. 1 recall examination every 12 months for persons age 18 and over and once every 9 months for persons under age 18, up to a maximum of 2 examinations per benefit year. Emergency or specific examinations.
X-rays	1 complete series of x-rays or 1 panorex every 36 months. 1 set of bitewing x-rays every 12 months for persons age 18 and over and once every 9 months for persons under age 18, up to a maximum of 2 sets per benefit year. X-rays to diagnose a symptom or examine progress of a particular course of treatment.
Other services	Required consultations with another dentist.

Polishing (cleaning of teeth) and topical fluoride treatment once every 12 months for persons age 18 and over and once every 9 months for persons under age 18, up to a maximum of 2 per benefit year.

Emergency or palliative services.

Diagnostic tests and laboratory examinations.

Removal of impacted teeth and related anaesthesia.

Provision of space maintainers for missing primary teeth for children under age 16.

Pit and fissure sealants for children under age 16.

Oral hygiene instruction once every 12 months for persons age 18 and over and once every 9 months for persons under age 18, up to a maximum of 2 sessions per benefit year.

Basic dental procedures

Your dental benefits include procedures used to treat basic dental problems. Some examples are filling cavities and extracting teeth.

We will pay 100% of the eligible expenses for these procedures.

Fillings Amalgam, composite, acrylic or equivalent.

Extraction of teeth Removal of teeth, except removal of impacted teeth (*Preventive dental procedures*).

Basic restorations Prefabricated metal restorations and repairs to prefabricated metal restorations, other than in conjunction with the placement of permanent crowns.

Endodontics Root canal therapy and root canal fillings, and treatment of disease of the pulp tissue.

Periodontics Treatment of disease of the gum and other supporting tissue.

Oral surgery Surgery and related anaesthesia, other than the removal of

	impacted teeth (Preventive dental procedures).
Major dental procedures	<p>Your dental benefits include procedures used to treat major dental problems. Some examples are crowns, dentures or bridges.</p> <p>We will pay 50% of the eligible expenses for these procedures. There is no benefit year maximum for major dental procedures.</p>
Major restorations	Inlays and onlays. Crowns and repairs to crowns, other than prefabricated metal restorations (Basic dental procedures).
Repair	Repair of bridges or dentures. This procedure includes 3 month follow-up care.
Rebase or reline	Rebase or reline of an existing partial or complete denture. This procedure includes 3 month follow-up care.
Prosthodontics	<p>Construction and insertion of bridges or standard dentures. Charges for a replacement bridge or replacement standard denture are not considered an eligible expense during the 3 year period following the construction or insertion of a previous bridge or standard denture unless:</p> <ul style="list-style-type: none"> ■ it is needed to replace a bridge or standard denture which has caused temporomandibular joint disturbances and which cannot be economically modified to correct the condition. ■ it is needed to replace a transitional denture which was inserted shortly following extraction of teeth and which cannot be economically modified to the final shape required. <p>Any replacement must be separated by at least 3 years.</p>
Orthodontic procedures	<p>Your dental benefits include procedures used to treat misaligned or crooked teeth.</p> <p>We will pay 50% of the eligible expenses for these procedures.</p>

Coverage includes orthodontic examinations, including orthodontic diagnostic services and fixed or removable appliances such as braces.

The following orthodontic procedures are covered:

- interceptive, interventive or preventive orthodontic services, other than space maintainers (*Preventive dental procedures*).
- comprehensive orthodontic treatment, using a removable or fixed appliance, or combination of both. This includes diagnostic procedures, formal treatment and retention.

When coverage ends Dental Care coverage will end when the employee retires or reaches age 70, whichever is earlier.

Payments after coverage ends If the Dental Care benefit terminates, you will still be covered for procedures to repair natural teeth damaged by an accidental blow if the accident occurred while you were covered, and the procedure is performed within 6 months after the date of the accident.

What is not covered We will not pay for services or supplies payable in whole or in part under any government-sponsored plan or program, except for user fees and extra billing if the legislation allows private plans to cover the user fees and extra billing.

We will only pay for a procedure that has a reasonably favourable prognosis in the opinion of your current benefits carrier.

We will not pay for:

- procedures performed primarily to improve appearance.
- a the replacement of dental appliances that are lost, misplaced or stolen.
- a charges for appointments that you do not keep.

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- charges for completing claim forms.
 - supplies usually intended for sport or home use, for example, mouthguards.
 - experimental treatments
 - procedures or supplies used in full mouth reconstructions (capping all of the teeth in the mouth), vertical dimension corrections (changing the way the teeth meet) including attrition (worn down teeth), alteration or restoration of occlusion (building up and restoring the bite), or for the purpose of prosthetic splinting (capping teeth and joining teeth together to provide additional support).

We will also not pay for dental work resulting from:

- the hostile action of any armed forces, insurrection or participation in a riot or civil commotion.
- teeth malformed at birth or during development.
- participation in a criminal offence.

We will not pay benefits when compensation is available under a Workers' Compensation Act, Criminal Injuries Act or similar legislation.

When and how to make a claim

To make a claim, complete the claim form that is available from your employer. The dentist will have to complete a section of the form.

In order for you to receive benefits, we must receive a claim no later than 90 days after the earlier of:

- the end of the benefit year during which you incur the expenses, or
- the end of your Dental Care coverage.

We can require that you give us the dentist's statement of the treatment received, pre-treatment x-rays and any additional information that we consider necessary.

Long-Term Disability

This benefit is insured by Sun Life of Canada.

**General description
of the coverage**

Long-Term Disability coverage provides a benefit to you if you are totally disabled. You qualify for this benefit if you provide proof of claim acceptable to your current benefits carrier that:

- you became totally disabled while covered, and
- you have been following appropriate treatment for the disability since its onset.

For your Long-Term Disability coverage,

- during the elimination period and the following 24 months, you will be considered totally disabled while you are continuously unable due to an illness to do the essential duties of your own occupation, and
- afterwards, you will be considered totally disabled if you are continuously unable due to an illness to do any occupation for which you are or may become reasonably qualified by education, training or experience.

If you have 35 or more years of employment with your employer, you will be considered totally disabled while you are prevented by illness from performing the essential duties of your own occupation.

If you must hold a government permit or licence to perform your own occupation and your permit or licence is withdrawn or not renewed solely for medical reasons, we will consider you totally disabled for up to 12 months after the end of the elimination period. You can not be working other than in a Sun Life

approved partial disability or rehabilitation program.

Benefits are paid at the end of each month and are based on your coverage on the date you became totally disabled.

If you are totally disabled for part of any month, we will pay 1/30 of the monthly benefit for each day you are totally disabled.

When disability payments begin

Your Long-Term Disability payments begin after you have been totally disabled

- for an uninterrupted period of 90 working days or, if later and you so elect, the expiry of your sick credits, or
- until the last day benefits are payable under any short-term disability, loss of income or other salary continuation plan,

whichever is later.

This period, which must be completed before disability benefits become payable, is the **elimination period**.

If you become totally disabled during a lay-off or approved leave and your coverage continues during this time, you will be eligible for benefit payments following your recall or scheduled return to full-time work with your employer. You must have been totally disabled during the elimination period and still be totally disabled on the date you are recalled or scheduled to return to full-time work with your employer.

What we will pay

Here is how we calculate your Long-Term Disability payments.

Step 1: We take 60% of your monthly basic earnings up to a maximum of \$7,500.

Step 2: We subtract any income provided to you:

- for the same or a subsequent disability under any government-sponsored plan, excluding dependent benefits,

employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.

- for the same or a subsequent disability under any Workers' Compensation Act or similar law, excluding automatic cost-of-living increases that occur after benefits begin.
- under a motor vehicle insurance plan which provides disability benefits to the extent that the law does not prohibit such a deduction.
- under a group plan, including any coverage resulting from your membership in an association of any kind.
- under a retirement or pension plan funded in whole or in part by the employer, as a result of your disability or a medical condition.

The result from Step 2 is the amount you will normally receive.

If this amount plus the above sources of income and all the additional sources of income listed below exceeds 85% of your pre-disability basic earnings, we will reduce your Long-Term Disability payment by the excess. If your benefit is non-taxable, the maximum will be 80% of your pre-disability basic earnings after income tax.

Additional sources of income provided to you:

- under any government-sponsored plan on behalf of a dependent for the same or a subsequent disability, excluding employment insurance benefits and automatic cost-of-living increases under any government-sponsored plan that occur after benefits begin.
- under any Workers' Compensation Act or similar law for another disability, excluding any automatic cost-of-living increases that occur after benefits begin.
- under any Criminal Injuries Compensation Act or similar

law, where allowed by law.

If you are eligible for any of the income amounts above and do not apply for them, we will still consider them part of your income. We can estimate those benefits and use those amounts when we calculate your payments.

If you receive any of the income amounts above in a lump sum, we will determine the equivalent compensation this represents on a monthly basis using generally accepted accounting principles.

We will not take into account any benefits that began before your disability began, provided the income is not from the same disability. However, increases in those benefits as a result of your disability will be taken into account.

We have the right to adjust your benefit payments when necessary.

**Maternity/
parental leave of
absence**

Maternity leave agreed to with your employer will begin on the date you and your employer have agreed will be the start of your leave or the date the child is born, whichever is earlier. The leave will end on the date you and your employer have agreed that you will return to active, full-time work or the actual date you return to active, full-time work, whichever is earlier.

Parental leave is the period of time that you and your employer have agreed on.

Sun Life will determine any portions of a maternity or parental leave which are voluntary and any portions which are health-related. The health-related portion of the leave is the period in which a woman can establish, through appropriate medical documentation that she is unable to work for health reasons related to childbirth or recovery from childbirth.

Long-term disability benefits will only be payable for health-

related portions of the leave where necessary in order to comply with requirements such as employment standards, human rights and employment insurance, after you have been disabled for an uninterrupted period of 90 working days, provided your coverage has been continued.

However, if your employer has a Supplemental Unemployment Benefit (SUB) plan as defined in the Employment Insurance regulations covering the health-related portion of the maternity or parental leave, Sun Life will not pay any benefits under this plan during any period benefits are payable to you under your employer's SUB plan.

Parental leave is the period of time that you and your employer have agreed on.

Partial disability program

You may be required to participate in a partial disability program approved by your current benefits carrier in writing

During this program you may receive regular salary from your employer for any hours worked plus long-term disability payments reduced by the percentage of your normal work week represented by the partial disability program. Your total income cannot be more than 100% of your pre-disability basic earnings, indexed for inflation and after income tax is deducted.

Rehabilitation program

You may be required to participate in a rehabilitation program approved by Your current benefits carrier in writing.

It may include the involvement of our rehabilitation specialist, part-time work, working in another occupation or vocational training to help you become capable of active employment as defined in this contract.

Your current benefits carrier is under no obligation to approve or continue a rehabilitation program for an employee. We will consider such factors as financial considerations and our opinion on the merits of rehabilitation.

During your rehabilitation program, you may receive your Long-Term Disability payments plus income from other sources. However, if during any month your total income is more than 100% of your pre-disability basic earnings, indexed for inflation (less provincial and federal income taxes if your benefit is non-taxable), your Long-Term Disability payments will be reduced by the excess.

You should consider participating in a rehabilitation program as soon as possible after becoming totally disabled. If you enter a rehabilitation program during the elimination period, it will not be considered an interruption of the elimination period.

Any expense associated with an approved rehabilitation program, other than normal employment expenses, will be paid by your current benefits carrier as long as your current benefits carrier approves the expenses in writing in advance. The maximum amount during any one period of disability will be 3 times the amount of the monthly Long-Term Disability payment.

Expenses will not be covered if your current benefits carrier notifies you in writing that the rehabilitation program is no longer approved or that it will no longer accept previously approved expenses.

Interrupted periods of disability during elimination period

Interrupted periods of total disability due to the same or related causes occurring before the elimination period has been completed are treated as one period of disability and are accumulated to complete the elimination period as long as this benefit is in force and all of the following conditions are met:

- the initial period of total disability lasts for at least 30 days without interruption.
- afterwards, there is no interruption of more than 30 days.
- each period of total disability is completed within 12 months after the start of the elimination period, or as approved by Your current benefits carrier in advance in cases where the

elimination period is 365 days or more.

The difference between your normal number of scheduled hours and the number of hours actually worked is credited towards the elimination period.

If the Long-Term Disability benefit terminates, any balance of the elimination period must subsequently be completed by uninterrupted total disability.

Interrupted periods of disability after payments begin

If you had a total disability for which we paid Long-Term Disability benefits and total disability occurs again due to the same or related causes, we will consider it a continuation of your previous disability if it occurs within 6 months of the end of your previous disability. You must be covered when total disability reoccurs.

These benefits will be based on your coverage as it existed on the original date of total disability.

If you recover damages from another person

We have the right to part of any money you recover through legal action or settlement from another person, organization or company who caused your disability.

If you decide to take legal action, you must comply with the applicable terms of the group contract concerning legal action.

If you recover money, you must pay us 75% of your net recovery or the total disability income benefits paid or payable to you under this plan, whichever is less. Your net recovery does not include your legal costs. Seventy-five percent of your net recovery must be held in trust for us.

We have the right to withhold or discontinue disability income payments if you refuse or fail to comply with any of these terms.

Your responsibilities

During your total disability, you must make reasonable efforts to:

- recover from your disability, including participating in any reasonable treatment or rehabilitation program and

accepting any reasonable offer of modified duties from your employer.

- return to your own occupation during the first 24 months that benefits are payable.
- obtain training in order to qualify for another occupation if it becomes apparent that you will not be able to return to your own occupation within the first 24 months that benefits are payable.
- try to obtain work in another occupation after the first 24 months that benefits are payable.
- obtain benefits that may be available from other sources.

If you do not, Your current benefits carrier may hold back or discontinue benefits.

When payments end Your Long-Term Disability payments end on the earlier of the following dates:

- the date you are no longer totally disabled.
- the last day of the month in which you reach age 65.
- the last day of the month in which you retire with a pension or are eligible to retire with a full pension or a full pension equivalent.
- the last day of the month in which you die.

When coverage ends Long-Term Disability coverage will end on the day you reach age 65 less the elimination period or the day you retire, whichever is earlier.

Payments after coverage ends If the Long-Term Disability benefit terminates while you are totally disabled, you are entitled to continue receiving payments, as long as your total disability is uninterrupted, as if the benefit were still in effect.

What is not covered We will not pay benefits for any period:

- you are not receiving appropriate treatment.
- that you do any work for wage or profit except as approved by your current benefits carrier.
- you are not participating in an approved partial disability or rehabilitation program, if required by your current benefits carrier.
- you are on a leave of absence, strike or lay-off, except as stated under *Maternity/parental leave of absence* or where specifically agreed to by your current benefits carrier.
- you are absent from Canada longer than 4 months due to any reason, unless your current benefits carrier agrees in writing in advance to pay benefits during the period.
- you are serving a prison sentence or are confined in a similar institution.

We do not pay benefits if your disability results directly or indirectly from a condition which existed on or before the date your coverage began. However, this limitation will not apply to you if:

- you have been covered for Long-Term Disability with your employer for at least 13 weeks during which you have been actively working continuously (up to 3 days of absence does not count) and you have not been treated by a doctor, or any medical personnel under the direction of a doctor, for the condition, or
- you became totally disabled more than 12 months after your coverage began.

If your coverage ends but you are covered again under this plan, we will use the latest date your coverage began when applying the above limitation.

We will not consider you totally disabled if your disability results from drug or alcohol abuse. However, this limitation will not apply while you are participating in a current benefits carrier approved treatment program or you have an organic disease which would cause total disability even if drug and alcohol abuse ended.

When and how to make a claim

To make a claim, complete the Notice of Claim for Group Long-Term Disability Benefits that is available from your employer.

We must receive notice of claim on the earlier of the following dates:

- 60 days after the total disability begins.
- within 30 days of the termination of this Long-Term Disability benefit.

Part of the application process will include filling out claim forms that give us as many details about the claim as possible. You, the attending doctor and your employer will all have to complete claim forms.

In order to receive benefits, we must receive these forms no later than 90 days after the end of the elimination period.

We will assess the claim and send you or your employer a letter outlining our decision.

From time to time, your current benefits carrier can require that you provide us with proof of your total disability. If you do not provide this information within 90 days of this request, you will not be entitled to benefits.

Life Coverage

This benefit is insured by Sun Life of Canada.

General description of the coverage	Your Life coverage provides a benefit for your beneficiary if you die while covered.
Life coverage for you Amount	Your Life benefit is 3 times your annual basic earnings, rounded to the next higher \$1,000. The maximum amount of coverage is \$500,000.
Coverage ends	Your coverage will end when you reach age 70 or retire, whichever is earlier.
Who we will pay	<p>If you die while covered, Your current benefits carrier will pay the full amount of your benefit to your last named beneficiary on file with your current benefits carrier.</p> <p>If you have not named a beneficiary, the benefit amount will be paid to your estate. Anyone can be your beneficiary. You can change your beneficiary at any time, unless a law prevents you from doing so or you indicate that the beneficiary is not to be changed.</p>
Coverage during total disability	<p>If you become totally disabled before you retire or reach age 65, whichever is earlier, Life coverage may continue without the payment of premiums as long as you are totally disabled. This continued coverage is subject to the terms of the contract which were in effect on the date you became totally disabled, including reductions and terminations.</p> <p>Your current benefits carrier must receive proof of your total disability within 12 months of the date the disability begins. After that, we can require ongoing proof that you are still totally disabled.</p>

If proof of total disability is approved after an individual insurance policy becomes effective as a result of converting the group Life coverage, the group Life coverage will be reduced by the amount of the individual insurance policy, unless the individual insurance policy is exchanged for a refund of premiums.

Total disability must continue for:

- an uninterrupted period of 6 months, or
- the elimination period for Long-Term Disability, whichever is shorter.

This coverage will continue without payment of premiums until the date you cease to be totally disabled or the date you fail to give Your current benefits carrier proof of your continued total disability, whichever is earlier.

For the purposes of your Life coverage, you will be considered totally disabled if you are prevented by illness from performing any occupation you are or may become reasonably qualified for by education, training or experience. However, if you are totally disabled under the Long-Term Disability benefit, you are also considered to be totally disabled under the Life benefit.

Converting Life coverage

If your Life coverage ends or reduces for any reason other than your request, you may apply to convert the group Life coverage to an individual Life policy with Your current benefits carrier without providing proof of good health.

The request must be made within 31 days of the reduction or end of the Life coverage.

There are a number of rules and conditions in the group contract that apply to converting this coverage, including the maximum amount that can be converted. Please contact your employer for details.

When and how to make a claim

Claims for Life benefits must be made as soon as reasonably possible. Claim forms are available from your employer.

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