

AGREEMENT

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 5555

EFFECTIVE FROM

September 1, 2008

to

August 31, 2012

11992 (04)

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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 provision 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, mediation, 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 person 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 for 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 of 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 monthly and posted electronically on the Boards' internal e-mail and conference site no later than the 15th of the following month.
- b) The seniority list will include: name, date of hire, seniority in years and months expressed on the seniority list numerically to two (2) demical 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

8.01 Permanent job vacancies and new permanent positions that are created by the Employer will be posted on the internal email/conference system for a period of five (5) working days.

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 accordance with paragraph one above.

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 electronically to the Union at time of posting.

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, email 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:

1. Balancing student need and staff strengths
2. Minimize travel where possible
3. Consultation with the staff

8.02 Employees on any type of leave of absences 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.

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
- Number of 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 reposted, 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 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.

8.15 Temporary Positions

- a) Any position which is vacant because of illness, accident, vacation, leave of absences, 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.
- h) Notwithstanding the above, an employee who is currently in a temporary assignment, that has not concluded by the commencement date of the assignment posted in accordance with Article 8.15(a), shall not be eligible to apply for another temporary position.

8.16 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.

8.17 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 even 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, 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.
- g) In the event that the permanent position held by the Union President is made redundant, the Union President will:
 - 1) Bump an employee with less seniority in accordance with Article 9
 - 2) If no bump exists, the union President will be placed on the recall list with first right of recall while they remain in the role
 - 3) In the event the Union President is still on the recall list at the end of their term, placement on the recall list will revert to the appropriate position in accordance with the employees' seniority.

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 the 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 classifications 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 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 consecutive 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 position(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 Notwithstanding 10.02 and 10.03 above, employees in Schedule B-2 may have their paid rest periods and unpaid lunch breaks scheduled in not less than twenty (20) minute blocks. The period in which lunch is scheduled shall be no less than thirty (30) minutes. At no time will the total paid and unpaid break time be less than sixty (60) minutes

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

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

For classifications identified in Schedule B-1:

- (i) 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.
- (ii) 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.
- (iii) The Employer will not introduce new split shifts beyond the current practice without consultation with the Union.
- (iv) 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:

- (i) 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).

- (ii) 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.

Effective September 1, 2011:

The normal hours of work for a full-time position will be thirty-five (35) hours per week, Monday to Friday, inclusive.

- (i) The working year will be the school year as provided in the *Education Act*, as amended from time to time. 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 classification identified in Schedule B-3:

- (i) The normal hours of work for a full-time position will be thirty-five (35) hours per week, Monday to Friday, inclusive.
- (ii) The work year will be either the school year plus up to ten (10) days, 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:

- (i) The normal hours of work for a full-time position will be thirty-five (35) hours per week, Monday to Friday, inclusive.
- (ii) The daily hours of work will be determined to best meet the needs of students with whom the employee is working.
- (iii) The work year will be the school year plus up to ten (10) days per year. However, employees will be paid over twelve (12) months, in consideration of lieu time.
- (iv) It is understood that school year plus up to ten (10) day employees are not normally required during Christmas, mid-winter and summer recesses.
- (v) If the immediate supervisor arranges for work to be done during these periods, the time so worked will be submitted on a time sheet.

10.07 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 ½ 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 ½ 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 (1½ x).
- 11.06 Overtime worked on a 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 |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada 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 absences 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 consecutive 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.

Supplemental Employment Benefits (SEB)

Effective the first day of the month following ratification, employees who are eligible for EI Benefits as outlined under Federal legislation, will receive pay equivalent to 90% of salary, during the two (2) week waiting period, provided that the two-week waiting period falls within the school year and during a period for which the employee will be paid. Proof of receipt that the waiting period was served must be forwarded to the Human Resources Department.

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 provision 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

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 or 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 a witness, the time so spent and the fee received for the employee's services.

c) Compassionate/Personal Leaves

For full-time employees, leaves of absence for other than personal illness may be granted without reduction of salary up to a total of five (5) days per year, subject to approval of the Employer. It is understood that the total number of days for paid Compassionate/Personal Leave shall not exceed five (5) days per year. If the employee is refused leave by the Employer, the employee has the right to appeal to the Director of Education. This leave of absence is not cumulative.

Part-time employees (less than 24 hours) shall be granted up to a total of two (2) days per year under this paragraph.

It is intended that the leaves be scheduled one (1) day at a time under normal circumstances. In extenuating circumstances, exceptions may be made at the discretion of the Superintendent of Human Resource Services, or designate.

Leaves as specified in 13.03 c) 1), 2), 3), 4) and 5) below shall be charged against the employee's sick leave credits.

The Employer shall grant Compassionate/Personal Leave for:

- 1) Medical and dental appointments where it is not possible for the employee to schedule such appointments other than during regular working hours.
- 2) Attending to the needs of an ill or injured member of the immediate family (immediate family refers to son, daughter, spouse or any

relative for whom the employee bears special responsibilities)

- 3) Accompanying an immediate family member to a doctor's office or hospital.
- 4) To attend funeral of a close friend up to one (1) day per occurrence
- 5) Pregnancy Care Leave

During the term of pregnancy, an employee will be allowed up to two (2) days leave, in addition to the five (5) days specified above.

- 6) Needs directly related to the birth or adoption of the employee's child up to one (1) day per occurrence.
- 7) Attending the wedding of an immediate family member as defined in 2) above, up to one (1) day per occurrence.
- 8) Attending graduation exercises, either:
 - (a) the employee's, or
 - (b) the secondary and post secondary graduation of the employee's child, or spouse up to one (1) day per occurrence.
- 9) Writing an examination from a post-secondary institution, up to one (1) day per occurrence.
- 10) Moving the employee's principal residence up to one (1) day per occurrence.
- 11) Legal appointments, up to one (1) day per occurrence.
- 12) Acting as a pallbearer at a funeral for which the employee is not eligible for a Bereavement Leave up to one (1) day per occurrence.

13.04 Leave of Absence Paid by the Union

a) Leave of Absence For Union Business

- (i) 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.

- (ii) 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.
- (iii) The Local Union President shall be entitled to a leave for their term in office with no loss of any entitlement under this agreement. The Union shall provide the Employer with thirty (30) days notice of a change in the incumbent and/or with a change in the rate of pay to be applied.
- (iv) 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 office of the Union to pay an employee while on such leave.
- (v) 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.
- (vi) 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.

13.05 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 $\frac{1}{3}$ % in any calendar year in accordance with the Income Tax Act.

The employee will endeavour 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 hold-back 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

- (i) 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.
- (ii) During the said leave of absence, the sum accumulated in the trust on behalf of the employee, will be paid to the employee in that same manner as would the employee's salary, were the employee not on leave of absence.

f) Benefit Plan

- 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 Employee's 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 sixth 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 even of layoff the Employer will calculate the lost benefits premium during the period of salary hold-back, 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 position(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 \$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. 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 per cent (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 per cent (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 Kawartha 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 service 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 received 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 Classification on Schedule B"4" vacation will be paid on each pay according to the following formula: 2% per week of vacation entitlement.

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

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

15.05 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) days 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 be 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 grand parented 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 For purposes of the 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.
- 17.02 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.

17.03 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.

17.04 At time of retirement, subject to the provision of Articles 17.07 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 ½%) of credit (in days)

plus an additional two and one-half percent (2 ½%) for each consecutive year thereafter, until

- Twenty (20) consecutive years - Fifty percent (50%) of credit (in days)

17.05 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 17.04 above)
 - S= (Salary paid for last full year of employment)
 - N= (Number of Sick Leave Days Accumulated - maximum 260)

17.06 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.

17.07 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 provision 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 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 by 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 the 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 and 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 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 employee's 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 Statement of Earnings and Deductions for each pay period will be available to employees through the Board's HR Online system.
- 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 20.07 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, 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 permanent custodial and maintenance employees will be supplied three shirts and three 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.

Casual custodial employees will be supplied with uniforms as detailed above, upon completion of thirty (30) shifts worked.

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 \$125 for the purchase of C.S.A. approved safety footwear once per school 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, 2009, the reimbursement amount will be up to \$132.

Effective September 1, 2010, the reimbursement amount will be up to \$136.

Effective September 1, 2011, the reimbursement amount will be up to \$140.

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

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 Joint Staff Improvement Committee

- a) For the purposes of bargaining unit wide staff improvement and development, a Joint 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 \$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 Proper Accommodation

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

ARTICLE 21 - GRIEVANCE PROCEDURE

21.01 Definition

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

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

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

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

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

21.06 Procedure

a) Step One - Complaint Stage

It is understood that an employee has no grievance until the complaint has first been discussed with the immediate supervisor. An employee having a complaint will discuss the matter with the employee’s immediate supervisor with 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 with 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 be 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) confirmed the Employer's action; or

- b) reinstating the employee with compensation for the 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 maybe just and equitable.

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

21.12 Clearing of Records

Any letter of reprimand, suspension or any other disciplinary action will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other disciplinary action, provided that the employee's record has been discipline free for such eighteen (18) month period.

21.13 Municipal Freedom of Information and Protection of Privacy Act

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

21.14 Grievance Mediation

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

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

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

21.15 Arbitration

- a) Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the grievance or allegation to arbitration by a single arbitrator. The notice will contain the name(s) of the party's proposed

arbitrator(s) and will be delivered to the other within ten (10) working days of the reply under Step 3. The recipient party will, within ten (10) working days, advise the other of the name of its proposed arbitrator(s).

- b) For matters mutually agreed by the parties, including the discharge of an employee, the grievance or allegation will be submitted to a Board of Arbitration. The notice will contain the name of the party's appointee to a Board of Arbitration and will be delivered to the other within ten (10) working days of the reply under Step 3. The recipient party will, within five (5) working days, advise the other of the name of its appointee to the Arbitration Board.

Where the parties agree to a Board of Arbitration, the two appointees so selected will, within five (5) working days of the appointment of the second of them, or a time mutually agreed upon, appoint a third person who will be the Chairperson. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, within the time limit, the appointment will be made by the Minister of Labour upon the request of either party. The Arbitration Board will hear and determine the difference or allegation and will issue a decision and the decision will be final and binding upon the parties and upon any employees affected by it. The decision of a majority will be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson will govern.

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

ARTICLE 22 - CLASSIFICATION AND WAGE RATES

Wage rate increases will apply to Appendix D as follows:

- Effective September 1, 2008 - 3%
- Effective September 1, 2009 - 3%
- Effective September 1, 2010 - 3%
- Effective September 1, 2011 - 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
14	395-415	37.89
13	374-394	35.25
12	353-373	35.25
11	332-352	30.01
10	311-331	28.49
9	290-310	22.70
8	269-289	21.90
7	248-268	21.08
6	227-247	20.27
5	206-226	19.77
4	185-205	19.41
3	164-184	18.84
2	143-163	18.12
1	122-142	16.39

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 position identified in 22.02, 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.

Senior Speech and Language Pathologist
Speech and Language Pathologist
Senior Psychological Specialist
Psychological Specialist
Senior Board Counsellor
Technical Services Specialist
Client Services/Analyst Trainer
Educational Interpreter
Deaf/Blind Intervener

22.03 Casual employees as described in Article 7.03 b) 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 an hourly shift bonus for all regular hours worked, in accordance with the schedule below:

Effective: September 1, 2008 - \$0.61
Effective: September 1, 2009 - \$0.63
Effective: September 1, 2010 - \$0.64
Effective: September 1, 2011 - \$0.66

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 a 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 of 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 provision as set out in Article 9.

ARTICLE 25 - TERM OF AGREEMENT

25.01 This agreement will be for a term 1st day of September 2008 and ending the 31st day of August 2012, 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 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

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 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 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 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 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 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 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

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THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

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In-School Administrators

The Employer and the Union agree that the In-School Administrators will be brought in to the Bargaining Unit 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 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

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THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

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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 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

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THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

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**THE CANADIAN UNION OF PUBLIC EMPLOYEES
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Education Assistants Professional Dialogue

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

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

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

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

**The Canadian Union of Public
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LETTER OF UNDERSTANDING

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KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

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Education Assistant Placement Process

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

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

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

Subject to (9) below, Education Assistants will be paid the maximum of their daily non-overtime rate for the staffing day if this day falls during a period for which the employee would normally be paid.

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.

The process will be conducted as follows;

1. Annually each year, all Education Assistants will be deemed to be on lay-off effective the last school day in June.
2. Education Assistants must attend the one-day staffing process to select a position for the following school year, subject to (4), (5) and (6) below.

3. Education Assistants wishing to change classifications will prequalify for the position(s) they wish to select, prior to the one-day process.
4. Education Assistants who will be on leave of absence for the entire school year (September - June), will not attend the staffing day to select a position. These Education Assistants will attend the staffing process the June prior to their scheduled return to work date. In the event an EA wishes to return to work early, prior to September of the following year, they will be placed in a position (without posting) for which the employee is qualified, or placed into an available LTO position, at a location mutually agreeable to the employee and the Board.
5. Education Assistants who will be on leave of absence for a partial school year, will not attend the staffing day to select a position. Upon return to work from the leave of absence, they will be placed in an open position (without posting) for which the employee is qualified, or placed into an available LTO position, at a location mutually agreeable to the employee and the Board.
6. Education Assistants who require a modified work assignment, as approved through Human Resources, will be accommodated under the guidelines laid out by the "Duty to Accommodate" referenced by the *Human Rights Code*, prior to the staffing day and will not be required to attend the staffing day. This will be done in consultation with CUPE's designated representatives.
7. In order of their seniority, Education Assistants will be called upon to select their position from the available position(s).
8. 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.
9. Education Assistants who do not attend the staffing day, without prior authorization from Human Resources, will not be paid for the day and will be placed on the Recall List. These employees will either obtain a position through the August postings or be offered an position (without posting) in seniority order.
10. Education Assistants who are not successful in obtaining a position at the staffing day will be placed on the Recall List. These employees will either obtain a position through the August postings or be offered an position (without posting) in seniority order.

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 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).

The Parties will meet four (4) times during the year through the Joint Labour Management Committee to table relevant information to effectively discuss the work, subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Dated at Peterborough, Ontario this 31st day of October 2008.

**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

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Reassignment of Educational Assistant/Child and Youth Workers During September and October

The employer and the Union agree that criteria for reassignment of employees in the educational assistants or child and youth worker classifications under Article 9.03 (a), as a result of changes in staffing requirements that occur after September 1, will be as follows:

1. If there are no positions available within the school the least senior employee will be reassigned to a location within the same associated school group and then within the same superintendency, for which they are qualified, unless there is another qualified employee who elects to be reassigned on a voluntary basis.
2. Employees will be reimbursed at the Board's per kilometre rate in accordance with Board Policy BA-4.6, Expenses and Reimbursement for Employees, from their original home school to the new assignment.
3. The employer will take into consideration when reassigning employees the work schedule, start times, the hours of work, either part-time or full time and where possible will match the assignment for which they are qualified, to the existing schedule unless the affected employee elects to work a different schedule.
4. A reassigned permanent part time employee will have the option of taking a full time position, currently held by a casual employee, for which they are qualified.
5. The Board will consider positions currently held by casual employees as possible options for reassignment.
6. The Board will consider 'budgeted hold back' positions that are now known as possible options for reassignment.
7. The Board and the Union further agree that notwithstanding the above, all other existing rights and privileges under the collective agreement will remain whole and are not impacted as the a result of this agreement.

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

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Overtime

Whereas the Board and the Union are party to a collective agreement for the period 01 September 2005 to 31 August 2008;

and whereas the current collective agreement language regarding overtime has been subject to several grievances;

The employer and the Union agree that Article 11 Overtime will be interpreted as follows:

1. All overtime will be considered 'scheduled overtime' and the employee responsible for the overtime will be charged with the hours worked whether they work or not.
2. All employees performing overtime work will be charged with the time as hours earned for the purposes of the overtime schedule.
3. All the overtime hours worked will be adjusted to the employee's overtime recorded hours for the purposes of ensuring an equitable distribution of overtime, over the course of the contract year.
4. If no permanent employees or employees holding a posted temporary position, are available to work at the location where the work is required, the supervisor will offer the work first to the permanent area rover, then the area casual employee(s) who are familiar with the location and the work and then the permanent employees from schools within the ASG (Associated School Group).
5. All employees who perform overtime work at a location other than their home location(s), will be charged with those hours and recorded for the purposes of ensuring an equitable distribution of overtime, over the course of the contract year, at their home location.
6. Any employee who does not work the shift immediately prior to the overtime hours is not eligible for overtime but will be charged with the hours if previously scheduled to work.
7. Any employee who changes location during the contract year, will assume the average overtime hours for the group at the new location at that time, for the purposes of ensuring an equitable distribution of overtime at that site.

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

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

Maintenance Trade Rates

Whereas the Board and the Union are party to a renewed collective agreement for the period 01 September 2008 to 31 August 2012;

Whereas the Board and the Union have had ongoing discussions flowing from the last collective agreement and covering the period 01 September 2005 to 31 August 2008 with respect to the implementation of a trades rate adjustment for some of the Maintenance Trades classifications;

Whereas the current collective agreement provides for a Joint Job Evaluation/Pay Equity Committee in accordance with Article 23 and the Terms of Reference in Appendix "A";

Whereas the current collective agreement provides for Classifications and Wage Rates in accordance with Article 22 and Appendix "D";

Whereas the current collective agreement under Article 22.02 provides for a mechanism for a market adjustment for those classifications listed therein.

The Board and the Union Agree as follows:

1. That the Maintenance I - Burner Mechanic, Maintenance I - Refrigeration Mechanic, Maintenance I - Electrician, Maintenance I - Plumber, Maintenance I - Control Technician, Maintenance I - Carpenter, Maintenance II - Preventative Maintenance and Maintenance III - Painter, will receive a market value adjustment as outlined in number two (2) below effective the date of ratification.

2. That the market adjustment rate for each of these classifications over and above the identified rates in Appendix "D" are as follows;

Maintenance I - Burner Mechanic	\$0.64 per hour
Maintenance I - Refrigeration Mechanic	\$0.64 per hour
Maintenance I - Electrician	\$0.64 per hour
Maintenance I - Plumber	\$0.64 per hour
Maintenance I - Control Technician	\$0.64 per hour
Maintenance I - Carpenter	\$0.64 per hour
Maintenance II - Preventative Maintenance	\$0.64 per hour
Maintenance III - Painter	\$0.64 per hour

3. The Board and the Union further agree that notwithstanding the above, all other existing rights and privileges under the Collective Agreement will remain whole and are not affected as the result of this agreement.

Dated at Peterborough, Ontario this 31st day of October 2008.

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**

Centrally-Assigned Special Services Staff Professional Dialogue

Three (3) representatives of each of the parties will meet as agreed to discuss matters of mutual concern. The committee shall meet at least once within sixty (60) days of ratification.

Dated at Peterborough, Ontario this 31st day of October 2008.

Kawartha Pine Ridge District School

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

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Retention Guideline

For the life of this Agreement, the Board will endeavour to retain permanent employees that were in place as at May 27, 2008.

The Union and the Board agree to work cooperatively through the Labour Management Committee to identify and propose alternatives to lay-offs, which may include but is not limited to, restructuring, reorganization and the utilization of casual employees to fill permanent vacancies on an interim basis, as required.

The Union hereby acknowledges that this Letter of Understanding does not apply to the lay-off and recall of Educational Assistants.

The Union agrees that this letter has no force or effect for employees discharged for just cause.

Notwithstanding the provisions of the OLRA, 1995, this Collective Agreement, or the foregoing paragraphs, it is agreed that this Letter of Understanding ceases to have any application after August 31, 2013.

Dated at Peterborough, Ontario this 31st day of October 2008.

**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**

Board-wide Project

The Board and the union agrees to have a yearly conversation, through the Joint Labour Management Committee, to identify one board-wide project that would contribute to the public's positive perception of the quality of the Board properties, contingent on resources available to the School Board.

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School The Canadian Union of Public Board
Employees, Local 5555**

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Professional Development Allocation

The Board will receive, in 2008-09, a one-time allocation for professional development and training for support workers. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in 2008-09 and/or 2009-10. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share (based on FTE data as of October 31, 2006 as reported in Appendix "H" in the 2006-07 Financial Statements) of the fund provided by the Ministry of Education.

The Kawartha Pine Ridge District School Board and CUPE 5555 have jointly agreed to a philosophy which encourages professional development for all members.

CUPE 5555 is recognized as an equal participant in the Joint Staff Improvement Committee. It is agreed the Joint Staff Improvement Committee will meet on this issue within thirty (30) days of ratification to review professional development issues and make recommendations for upcoming professional development opportunities for members.

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

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

Staffing Funding Enhancement for 2011-12 - Education Assistants

The Employer and the Union agree that the normal hours of work for Education Assistants as per Article 10.06(b) and the use of the incremental hour must include scheduled supervision of students or after-school homework support. Principals shall have the flexibility to assign these hours in a predictable and scheduled manner in order to best meet the needs of students, the operational needs of the school and the transparency for Education Assistants' working conditions.

Nothing in this Letter of Understanding shall prevent the Board from maintaining existing homework support programs operated by volunteers, unless stated otherwise in this collective agreement.

Dated at Peterborough, Ontario this 31st day of October 2008.

**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**

Elementary Supervision

Whereas the Provincial Government has acknowledged its intention, conditional upon the approval by the Lieutenant-Governor-in-Council to introduce a new allocation in the GSN Pupil Foundation Grant starting in 2008-2009, to enhance funding for student supervision in elementary schools, the Board agrees to do the following:

The Board shall allocate funds designated under the CUPE PDT Agreement for elementary supervision enhancement to include Education Assistant hours up to a maximum of seven (7) hours.

The priority of the allocation shall be determined by Administration and shared with CUPE in a consultation forum.

The Union recognizes that in some cases the supervision hours may have to be allocated as a discreet position.

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

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AND ITS LOCAL 5555**

**Staffing Funding Enhancement for 2009-2010 - Sections 6, 7 and 8 of the
Provincial Discussion Table Agreement**

WHEREAS the Government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2009-2010 funding for Office Support Staff in elementary schools, custodial/maintenance staff, professionals and para professionals

WHEREAS the Government will require that this funding enhancement be used, in 2009-10, in the manner described below;

Subject to the above, in 2009-2010, the Board will apply this enhanced funding, up to the value of the Board's share, in the following order:

- a) Offset staff reductions in School Office and Board Administration Support Staff, Custodial/Maintenance Staff, Professionals and Para-Professionals that may otherwise have occurred between 2008-2009 and 2009-2010 school years due to declining enrolment;
- b) To hire additional CUPE unionized board-employed School Office and Board Administration Support Staff Custodial/Maintenance, Professional and Para-Professional Support Staff.

Dated at Peterborough, Ontario this 31st day of October 2008.

**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**

Group Benefits and Other Working Conditions

WHEREAS the Government has indicated its intention, conditional upon approval by the Lieutenant –Governor in Council to increase, commencing in 2010-2011, funding for Group Benefits and Other Working Conditions;

And WHEREAS the Government will require that this funding enhancement be implemented during the term of the 2008-2012 Collective agreement, and effective on 1 September 2010, the Employer and the Union, in accordance with the Provincial Discussion Table (PDT) agree as follows:

1. The Union’s share of the Employer’s allocation under this enhancement shall be the ratio of the FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees based on FTE data as of 31 October 2008, reported in Appendix ‘H’ in the Employer’s 2008-2009 Financial Statements.
2. The funding defined in (1) above shall be applied to the Union’s Group Benefits Plan to, effective on 1 September 2010, raise the cap on the dispensing fee for prescription drugs to \$10.75 and to increase the paramedical coverage caps.
3. The Parties shall meet no later than 1 May 2010 to audit the cost of the benefit enhancement specified in (2) above.
4. In the event that the actual cost of the enhancement specified in (2) above is less than the amount specified in (1) above, then the difference shall be applied to the following:
 - an increase in the vision care benefit

It is understood and agreed that there shall be no additional cost to the board related to administering this one-time enhancement(s).

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School Board
Local 5555**

The Canadian Union of Public Employees,

LETTER OF UNDERSTANDING

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Enhancements Arising from - Other Education Support Workers PDT Agreements

The Government has made a commitment that School Boards and Local Unions would not receive amounts proportionally less than the overall financial settlements reached in any other PDT Agreements that relate to education support workers, subject to the School Boards and Local Unions fully complying with the conditions associated with their governing PDT Agreement.

The School Board Associations and the Canadian union of Public Employees have also agreed that in the event that a classification of employees covered by their governing PDT Agreement receives a greater enhancement under a PDT agreement respecting support workers concluded with another support workers union, the greater enhancement shall be provided to the group of applicable employees covered by the governing PDT Agreement. If the circumstances described above occur, the Board and the Local Union will reopen the collective agreement, but for the sole purpose of giving effect to the enhancements referred herein, subject to the conditions attached thereto, as the case may be. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

Dated at Peterborough, Ontario this 31st day of October 2008.

**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**

Implementation and Accountability

The parties acknowledge that where current Collective Agreement provisions provide superior entitlements to those outline in the PDT Agreement between CUPE and the Boards, those superior provisions shall be continued into the renewed Collective Agreement between the parties.

Upon ratification of a local Collective Agreement, the Director of Education of the Kawartha Pine Ridge District School Board and the President of CUPE Local 5555 shall forward a letter stating: "All of the conditions contained in the PDT Agreement between the Boards and CUPE, dated May 27, 2008 have been successfully negotiated into the Collective Agreement between the Kawartha Pine Ridge District School Board and CUPE Local 5555." The letter will be addressed to Margot Trevelyan, Director, Labour Relations and Governance Branch, Ministry of Education.

The Kawartha Pine Ridge District School Board will share the financial analysis and calculations of all PDT allocations with CUPE Local 5555 in a timely manner and not later than the report filing dates as prescribed from time to time by the Ministry of Education.

Either party may request a meeting of the Labour/Management Committee to discuss issues arising from the implementation of PDT enhancements. Such meetings will be scheduled within ten business days of such a request.

Dated at Peterborough, Ontario this 31st day of October 2008.

**Kawartha Pine Ridge District School
Board**

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

TERMS OF REFERENCE

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

THE EMPLOYER

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 5555

regarding

GENDER-NEUTRAL JOB EVALUATION

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ARTICLE 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 for 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 Committee member(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 deductions 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 decision 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 advisory 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 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 PROCEDURE

- 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 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 (20 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 PROVISION FOR NEGOTIATIONS

- 6.1 The J.J.E.S.C. shall report results of their work to the two bargaining committees.
- 6.2 Subsequent maintenance shall be as per the maintenance process described herein.
- 6.3 Weightings, salary grades and ranges are subject to negotiation as per the Collective Agreement.

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

Banding Description	Market Value	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011
Band 14 (Points: 395-414)					
Senior Speech & Language Pathologist	MV	\$37.89	\$39.03	\$40.20	\$41.41
Senior Psychological Specialists	MV	\$37.89	\$39.03	\$40.20	\$41.41
Senior Board Counsellor	MV	\$37.89	\$39.03	\$40.20	\$41.41
Band 13 (Points: 374-394)					
Speech & Language Pathologist	MV	\$35.25	\$36.30	\$37.39	\$38.51
Band 12 (Points: 353-373)					
Board Counsellor	MV	\$35.25	\$36.30	\$37.39	\$38.51
Psychological Specialist	MV	\$35.25	\$36.30	\$37.39	\$38.51
Band 11 (Points: 332-353)					
Technical Services Specialist Project Lead		\$30.01	\$30.91	\$31.84	\$32.80
Band 10 (Points: 311-331)					
Special Education Support Staff Assistant		\$28.49	\$29.34	\$30.22	\$31.13
Behaviour Support Assistant		\$28.49	\$29.34	\$30.22	\$31.13
Maintenance I (HVAC)		\$28.49	\$29.34	\$30.22	\$31.13
Naturalist		\$28.49	\$29.34	\$30.22	\$31.13
Band 9 (Points: 290-310)					
Education Assistant - CYW		\$22.70	\$23.38	\$24.08	\$24.81
Educational Interpreter	MV	\$30.65	\$31.57	\$32.52	\$33.50
Maintenance I (Electrician)		\$22.70	\$23.38	\$24.08	\$24.81

Maintenance I - Burner Mechanic		\$22.70	\$23.38	\$24.08	\$24.81
Technical Application Support Specialist		\$22.70	\$23.38	\$24.08	\$24.81
Technical Services Specialist	MV	\$27.81	\$28.64	\$29.50	\$30.39
Band 8 (Points: 269-289)					
Education Assistant - Health		\$21.90	\$22.55	\$23.23	\$23.93
Elementary Secretary I		\$21.90	\$22.55	\$23.23	\$23.93
Head Custodian Secondary I		\$21.90	\$22.55	\$23.23	\$23.93
Head Custodian Secondary II		\$21.90	\$22.55	\$23.23	\$23.93
Head Custodian Secondary III		\$21.90	\$22.55	\$23.23	\$23.93
Library Information Analyst	MV	\$27.50	\$28.33	\$29.18	\$30.05
Maintenance I - Refrigeration Mechanic		\$21.90	\$22.55	\$23.23	\$23.93
Maintenance I - Control Technician		\$21.90	\$22.55	\$23.23	\$23.93
Maintenance I - Plumber		\$21.90	\$22.55	\$23.23	\$23.93
Secondary School Head Secretary		\$21.90	\$22.55	\$23.23	\$23.93
Student Retention Counsellor		\$21.90	\$22.55	\$23.23	\$23.93
Band 7 (Points: 348-268)					
Senior Secretary Teaching and Learning		\$21.08	\$21.72	\$22.37	\$23.04
Assistant Head Custodian		\$21.08	\$21.72	\$22.37	\$23.04
CIS Senior Secretary		\$21.08	\$21.72	\$22.37	\$23.04
Client Services/Analyst Trainer	MV	\$23.42	\$24.12	\$24.85	\$25.59
ICT Liason		\$21.08	\$21.72	\$22.37	\$23.04
Communicative Disorders Assistant		\$21.08	\$21.72	\$22.37	\$23.04
Education Assistant - LLS		\$21.08	\$21.72	\$22.37	\$23.04

Head Custodian Elementary I		\$21.08	\$21.72	\$22.37	\$23.04
Head Custodian Elementary II		\$21.08	\$21.72	\$22.37	\$23.04
Elementary Secretary II		\$21.08	\$21.72	\$22.37	\$23.04
Information Communication Specialist		\$21.08	\$21.72	\$22.37	\$23.04
Maintenance I - Carpenter		\$21.08	\$21.72	\$22.37	\$23.04
Maintenance II - Preventative Maintenance		\$21.08	\$21.72	\$22.37	\$23.04
School Business Operations Assistant		\$21.08	\$21.72	\$22.37	\$23.04
Secondary School Secretary I		\$21.08	\$21.72	\$22.37	\$23.04
Secretary to Principal Special Services		\$21.08	\$21.72	\$22.37	\$23.04
Summer School Head Secretary		\$21.08	\$21.72	\$22.37	\$23.04
Brookside Senior Secretary		\$21.08	\$21.72	\$22.37	\$23.04
Band 6 (Points: 227-247)					
Benefits Clerk		\$20.27	\$20.88	\$21.50	\$22.15
Custodian II		\$20.27	\$20.88	\$21.50	\$22.15
Custodian III		\$20.27	\$20.88	\$21.50	\$22.15
Deaf/Blind Intervener	MV	\$26.66	\$27.46	\$28.28	\$29.13
Education Assistant		\$20.27	\$20.88	\$21.50	\$22.15
Education Assistant - Brailist		\$20.27	\$20.88	\$21.50	\$22.15
Education Assistant - Sign		\$20.27	\$20.88	\$21.50	\$22.15
Graphic Design Multimedia Specialist		\$20.27	\$20.88	\$21.50	\$22.15
Head Custodian Elementary III		\$20.27	\$20.88	\$21.50	\$22.15
Special Equipment Technician		\$20.27	\$20.88	\$21.50	\$22.15
Leadership, Staff & Organizational Department Secretary		\$20.27	\$20.88	\$21.50	\$22.15

Maintenance III - Painter		\$20.27	\$20.88	\$21.50	\$22.15
Payroll Clerk		\$20.27	\$20.88	\$21.50	\$22.15
SmartFind/Absence Operator		\$20.27	\$20.88	\$21.50	\$22.15
Volunteer Co-ordinator - Champions for Youth		\$20.27	\$20.88	\$21.50	\$22.15
Band 5 (Points: 206-226)					
Attendance & Counselling Service & Psychological Services Secretary		\$19.77	\$20.36	\$20.97	\$21.60
CIS Secretary		\$19.77	\$20.36	\$20.97	\$21.60
Facilities Services Secretary		\$19.77	\$20.36	\$20.97	\$21.60
Junior Buyer		\$19.77	\$20.36	\$20.97	\$21.60
Maintenance II - Locksmith		\$19.77	\$20.36	\$20.97	\$21.60
Secondary School Secretary II		\$19.77	\$20.36	\$20.97	\$21.60
Band 4 (Points: 185-205)					
Accounts Payable Clerk		\$19.41	\$19.99	\$20.59	\$21.20
Assistant Secretary School Effectiveness Framework		\$19.41	\$19.99	\$20.59	\$21.20
Assistant Secretary - Brookside		\$19.41	\$19.99	\$20.59	\$21.20
Shipper/Receiver - Education Centre		\$19.41	\$19.99	\$20.59	\$21.20
Custodian I (including Rover)		\$19.41	\$19.99	\$20.59	\$21.20
Document Services Operator		\$19.41	\$19.99	\$20.59	\$21.20
Elementary Secretary III		\$19.41	\$19.99	\$20.59	\$21.20
Engineering Secretary		\$19.41	\$19.99	\$20.59	\$21.20
Finance Secretary		\$19.41	\$19.99	\$20.59	\$21.20
Learning Resources Secretary		\$19.41	\$19.99	\$20.59	\$21.20
Library Technician Assistant		\$19.41	\$19.99	\$20.59	\$21.20

Library Information Technician		\$19.41	\$19.99	\$20.59	\$21.20
Maintenance IV		\$19.41	\$19.99	\$20.59	\$21.20
Maintenance Secretary		\$19.41	\$19.99	\$20.59	\$21.20
Operations Secretary		\$19.41	\$19.99	\$20.59	\$21.20
Planning Clerk		\$19.41	\$19.99	\$20.59	\$21.20
Professional Development Secretary		\$19.41	\$19.99	\$20.59	\$21.20
Purchasing Assistant		\$19.41	\$19.99	\$20.59	\$21.20
Rentals Clerk		\$19.41	\$19.99	\$20.59	\$21.20
Rental Coordinator		\$19.41	\$19.99	\$20.59	\$21.20
School Yard/Bus Transfer Monitor		\$19.77	\$20.36	\$20.97	\$21.60
Student Data Analyst		\$19.41	\$19.99	\$20.59	\$21.20
Teaching and Learning Assistant Secretary		\$19.41	\$19.99	\$20.59	\$21.20
Route Planner		\$19.41	\$19.99	\$20.59	\$21.20
Secondary School Secretary III		\$19.41	\$19.99	\$20.59	\$21.20
Transportation Mapping Technician		\$19.41	\$19.99	\$20.59	\$21.20
Band 3 (Points: 164-184)					
Assistant Secretary - Communications		\$18.84	\$19.40	\$19.99	\$20.59
Library Circulation Clerk		\$18.84	\$19.40	\$19.99	\$20.59
Secretary - Special Services		\$18.84	\$19.40	\$19.99	\$20.59
School Community Liaison		\$18.84	\$19.40	\$19.99	\$20.59
Print Centre Operator		\$18.84	\$19.40	\$19.99	\$20.59
Receptionist - Board Office		\$18.84	\$19.40	\$19.99	\$20.59
Summer School Secretary		\$18.84	\$19.40	\$19.99	\$20.59

Facilities Services Area Shop Secretary		\$18.84	\$19.40	\$19.99	\$20.59
Band 2 (Points: 122-163)					
Office Services Clerk		\$18.12	\$18.66	\$19.22	\$19.80
Purchasing Clerk		\$18.12	\$18.66	\$19.22	\$19.80

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 received a lump sum payment of \$375 in each year of the collective agreement.

Library Information Technician	\$21.55
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Incumbents in the following classifications at the time of ratification will continue to remain Green Circled for the length of time that they remain in that classification, in accordance with the chart below. Any new hires to this classification will be paid at the appropriate pay band rate as listed in Appendix D above.

	Sept 1, 2008	Sept 1, 2009	Sept 1, 2010	Sept 1, 2011
Technical Application Support Specialist	\$27.45	\$28.27	\$29.12	\$29.99
Maintenance I (Carpenter)	\$21.90	\$22.55	\$23.23	\$23.93
Maintenance II (Preventative Maintenance)	\$21.90	\$22.55	\$23.23	\$23.93

CLASSIFICATIONS

Schedule "B1"

Current Job Title	Former Job Title
Assistant Head Custodian	
Custodian I (including Rover)	
Custodian II	
Custodian III	
Head Custodian Elementary I	
Head Custodian Elementary II	
Head Custodian Elementary III	
Head Custodian Secondary I	
Head Custodian Secondary II	
Head Custodian Secondary III	
Maintenance I - Burner Mechanic	
Maintenance I - Controls Technician	
Maintenance I - Refrigeration Mechanic	
Maintenance I - (Carpenter)	
Maintenance I - (Electrician)	
Maintenance I - (HVAC)	
Maintenance I - (Plumber)	
Maintenance II - Locksmith	
Maintenance II - Preventative Maintenance	
Maintenance III	
Maintenance IV	
Shipper/Receiver Education Centre	

Schedule "B2

Current Job Title	Former Job Title
Deaf/Blind Intervenor	
Education Assistant	
Education Assistant - LLS (Learning Life Skills)	
Education Assistant - Specialist - CYW	
Education Assistant - Specialist (Braillist)	
Education Assistant - Specialist (Sign)	
Education Assistant - Specialist (Health)	

Schedule "B3"

Current Job Title	Former Job Title
Accounts Payable Clerk	
Area Shop Secretary	
Assistant Library Technician	
Assistant Secretary - Brookside	
Assistant Secretary Communications	
Asst. Secretary School Effectiveness Framework	
Attendance and Counselling Services and Psychological Services Secretary	
Behaviour Support Assistant	
Benefits Clerk	
Brookside Senior Secretary	
CIS Secretary	
CIS Senior Secretary	
Client Services/Analyst Trainer	

Current Job Title	Former Job Title
Communicative Disorders Assistant	
Computer Services Secretary	
Document Services Operator	
Educational Interpreter	
Elementary Secretary I (with assistant)	
Elementary Secretary II (without assistant)	
Elementary Secretary III (Assistant Secretary)	
Engineering Secretary	
Facilities Services Secretary	
Finance Secretary	
Graphic Design and Multimedia Specialist	
ICT Liaison	
Information Communication Specialist	
Junior Buyer	Inventory Control Clerk
Leadership, Staff and Organization Development Assistant	
Library Circulation Clerk	
Library Information Analyst	
Library Information Technician	
LRC Secretary	
Library Technician Assistant	
Maintenance Secretary	
Naturalist	
Office Services Clerk	
Operations Secretary	
Payroll Clerk	
Planning Clerk	

Current Job Title	Former Job Title
Print Centre Operator	
Purchasing Clerk	
Receptionist	
Rental Coordinator	
Rentals Clerk	
Route Planner	
School Business Operations Clerk	Senior Accounting Clerk
School Community Liaison	
School Yard/Bus Transfer Monitor	
Secondary School Head Secretary	
Secondary School Secretary I	
Secondary School Secretary II	
Secondary School Secretary III	
Secretary to Principal Special Services	
Smartfind/Absence Operator	SEMS/Absence Operator
Senior Secretary Teaching and Learning	
Special Education Support Staff Assistant	
Special Equipment Technician	
Special Services Secretary	
Student Data Analyst	
Student Retention Counsellor	
Summer School Head Secretary	Summer School Office Assistant
Summer School Secretary	
Teaching and Learning Assistant Secretary	
Technical Application Support Specialist	
Technical Services Specialist	
Technical Services Specialist - Project Lead	

Current Job Title	Former Job Title
Transportation Mapping Technician	
Volunteer Co-ordinator - Champions for Youth	

Schedule "B4"

Current Job Title	Former Job Title
Psychological Specialist	
Board Counsellor	
Senior Board Counsellor	
Senior Psychological Specialists	
Senior Speech & Language Pathologist	
Speech & Language Pathologist	

Contributory Earnings for Omers

For reference purposes only the current definition of contributory earnings as determined by the OMERS Pension Plan as of October 1, 2008, and may be amended from time to time is provided for information only and is not grievable.

For more information employees may access the OMERS website @ www.omers.com.

The Parties will continue to be bound by the OMERS Pension Plan

Definition of Contributory Earnings:

For all pension and other compensation purposes the parties agree that contributory earnings must include all regular recurring earnings including the following:

- base wages or salary;
- regular vacation pay if there is corresponding service;
- normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected normally to occur each year (e.g., payment based on organizational performance, some types of variable pay, merit pay and commissions);
- market value adjustments (e.g., percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- ongoing special allowances (e.g., flight allowance and canine allowance);
- pay for time off in lieu of overtime;
- danger pay;
- acting pay (pay at a higher salary rate for acting in place of an absent person);
- shift premium (pay for shift work);
- ongoing long service pay (extra pay for completing a specified number of years of service);
- sick pay deemed to be regular wages or salary;

- salary or wage extension for any reason, provided service is extended (the member must be “kept whole” e.g., continuation of salary and benefits). If the member becomes employed in another position and begins contributing to another registered pension plan (except CPP), the balance of the extension period becomes unpurchasable service;
- stand-by pay/call-in pay (pay for being on call, not pay for hours worked when called in) where this pay is in relation to duties that are an extension of the member’s normal job;
- living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);
- ongoing taxable payments to pay for costs (for example, educational or cal allowance);
- taxable premiums for life insurance;
- taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and licence fees and should not be included as part of contributory earnings);
- payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump-sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The members pension will begin on the first day of the month following the revised retirement date. See Section 5 Credited service.

COLLECTIVE AGREEMENT

**This Collective Agreement is made this
27th day of November, 2008**

between

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

and

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Kawartha Pine Ridge District School Board

The Canadian Union of Public Employees,
Local 5555

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