

AGREEMENT

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 5555

EFFECTIVE FROM

September 1, 2014

to

August 31, 2017

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CUPE – PART A – CENTRAL TERMS

CUPE – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND ORGANIZATION OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the school board and the Union. Any such provision shall be binding on the school board and the Union. Should a provision in Part A conflict with a provision in Part B, the provision in Part A, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board or school Authority and the Union.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement for all purposes.

C2.00 DEFINITIONS

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation, shall prevail.

C2.2 The “Central Parties” shall be defined as the employer bargaining agency, the Council of Trustees’ Associations/Conseil d’Associations des Employeurs (CTA/CAE) and the employee bargaining agency, the Canadian Union of Public Employees/Syndicat Canadien de la Fonction Publique (CUPE/SCFP).

CUPE/SCFP refers to the designated employee bargaining agency pursuant to subsection 20 (1) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency.

CTA/CAE refers to the designated employer bargaining agency pursuant to subsection 21 (6) of the *School Boards Collective Bargaining Act, 2014* for central bargaining with respect to employees in the bargaining units for which CUPE/SCFP is the designated employee bargaining agency. The CTA/CAE is composed of:

1. ACEPO refers to l'Association des conseils scolaires des écoles publiques de l'Ontario as the designated bargaining agency for every French-language public district school board.
2. AFOCSC refers to l'Association franco-ontarienne des conseils scolaires catholiques as the designated bargaining agency for every French-language Catholic district school board.
3. OCSTA refers to the Ontario Catholic School Trustees' Association as the designated bargaining agency for every English-language Catholic district school board.
4. Designated bargaining agency for every English-language public district school board, including isolate boards.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN

C3.1 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014* the term of this collective agreement, including central terms and local terms, shall be from September 1, 2014 to August 31, 2017, inclusive.

C3.2 Term of Letters of Agreement/Understanding

All central letters of agreement/understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.3 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown. It is understood the union will follow its internal approval process.

C3.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act, 1995*.
- b) Notice to commence bargaining shall be given by a central party:
 - i) within 90 (ninety) days of the expiry date of the collective agreement;
or
 - ii) within such greater period agreed upon by the parties; or
 - iii) within any greater period set by regulation by the Minister of Education.

- c) Notice to bargain centrally constitutes notice to bargain locally.
- d) Where no central table is designated, notice to bargain shall be consistent with section 59 of the *Labour Relations Act, 1995*.

C4.00 CENTRAL DISPUTE RESOLUTION PROCESS

The following process pertains exclusively to disputes and grievances on central matters that have been referred to the central process. In accordance with the *School Board Collective Bargaining Act, 2014* central matters may also be grieved locally, in which case local grievance processes will apply. In the event that central language is being grieved locally, the local parties shall provide the grievance to their respective central agents.

C4.1 Statement of Purpose

- a) The purposes of the Central Dispute Resolution Process (CDRP) shall include the expeditious processing and resolution of disputes through consultation, discussion, mediation or arbitration, and the avoidance thereby of multiplicity of proceedings.

C4.2 Parties to the Process

- a) There shall be established a Central Dispute Resolution Committee (“The Committee”), which shall be composed of equal representation of up to four (4) representatives each of the employer bargaining agency and employee bargaining agency (“the central parties”), and up to three representatives of the Crown. The Committee will be co-chaired by a representative from each bargaining agency. All correspondence to the committee will be sent to both co-chairs.
- b) The Central Parties and the Crown will provide a written list of representatives appointed to the Committee with contact information every September. Any changes in representation will be confirmed in writing.
- c) A local party shall not be party to the CDRP, or to the Committee, except to the extent its interests are represented by its respective central party on the Committee.
- d) For the purposes of this section, “central party” means an employer bargaining agency or employee bargaining agency, and “local party” means an employer or trade union party to a local collective agreement.

C4.3 Meetings of the Committee

- a) The Committee shall meet at the request of one of the central parties.

C4.4 Selection of Representatives

- a) Each central party and the Crown shall select its own representatives to the Committee.

C4.5 Mandate of the Committee

The mandate of the Committee shall be as follows:

a) **Dispute Resolution**

A review of any dispute referred to the Committee respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement, for the purposes of determining whether the dispute might be settled, withdrawn, referred to mediation/arbitration as a formal grievance, or referred to the local grievance procedure in accordance with this section.

b) **Not Adjudicative**

It is clearly understood that the Committee is not adjudicative in nature. Unless otherwise agreed to by the parties, decisions of the committee are without prejudice or precedent.

C4.6 Role of the Central Parties and Crown

a) The central parties shall each have the following rights:

- i) To file a dispute with the Committee
- ii) To file a dispute as a grievance with the Committee
- iii) To engage in settlement discussions, and to mutually settle a dispute or grievance.
- iv) To withdraw a dispute or grievance it filed
- v) To mutually agree to refer a dispute or grievance to the local grievance procedure.
- vi) To refer a grievance it filed to final and binding arbitration
- vii) To mutually agree to voluntary mediation.

b) The Crown shall have the following rights:

- i) To give or withhold approval to the employer bargaining agency, to any proposed settlement.
- ii) To participate in any matter referred to arbitration.
- iii) To participate in voluntary mediation.

C4.7 Referral of Disputes

- a) Either central party must refer a dispute to the Committee for discussion and review.

C4.8 Carriage Rights

- a) The parties to settlement discussions shall be the central parties. The Crown may participate in settlement discussions.

C4.9 Responsibility to Communicate

- a) It shall be the responsibility of a central party to refer a dispute to the Committee, or to arbitration, in a timely manner.
- b) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the CDRP, including mediation and arbitration, and to direct them accordingly.

C4.10 Language of Proceedings

- a) Where a dispute arises uniquely under a collective agreement in the French language, the documentation shall be provided, and the proceedings conducted in French. Interpretative and translation services shall be provided accordingly to ensure that non-francophone participants are able to participate effectively.
- b) Where such a dispute is filed:
 - i) The decision of the committee shall be available in both French and English.
 - ii) Mediation and arbitration shall be conducted in the French language with interpretative and translation services provided accordingly.
- c) Arbitration decisions and settlements that may have an impact on French language school boards shall be translated accordingly.

C4.11 Definition of Dispute

- a) A dispute can include:
 - i) A matter in dispute between the central parties respecting the interpretation, application, administration, alleged violation, or arbitrability of central terms in the agreement.

C4.12 Notice of Disputes

Notice of the dispute will be submitted on the form provided in Appendix A and sent to the responding party, in order to provide an opportunity to respond. The Crown shall be provided with a copy.

- a) Notice of the dispute shall include the following:
 - i) Any central provision of the collective agreement alleged to have been violated.
 - ii) The provision of any statute, regulation, policy, guideline, or directive at issue.
 - iii) A comprehensive statement of any relevant facts.
 - iv) The remedy requested.

C4.13 Referral to the Committee

- a) A central party that has a dispute regarding the interpretation, application, administration, alleged violation, or arbitrability of a central term, shall refer it forthwith to the Committee by notice of dispute to the co-chair of the other central party, with a copy to the Crown, but in no case later than thirty (30) working days after becoming aware of the dispute. Where the responding party wishes to provide a written response prior to the committee meeting, that response shall be forwarded to the other Central party and the Crown.
- b) The Committee shall conduct a review of the dispute. The Committee will meet to review the dispute within twenty (20) working days.

- c) If the dispute is not settled, withdrawn, or referred back to the local grievance procedure within twenty (20) working days of the Committee meeting, the central party submitting the dispute may file the dispute as a grievance, and refer it to arbitration/mediation within ten (10) working days.

C4.14 Timelines

- a) Timelines may be extended by mutual consent of the parties.
- b) Working days shall be defined as Monday through Friday excluding statutory holidays.
- c) Disputes that arise during non-instructional days (Summer Months, Christmas Break, and March Break) will have timelines automatically extended.
- d) Local grievance timelines will be held in abeyance while the dispute is in the CDRP, in the event that the matter is referred back locally.

C4.15 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the cost shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C4.16 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) In order to have an expeditious process, the parties shall consider sharing prior to the hearing the following, "Written Briefs", "Will Say Statements" "Agreed Statement of Facts" and the case law the parties intend to rely on. The parties will make best efforts to respond to disclosure requests in a timely fashion prior to the hearing.
- c) The central parties shall use the mutually agreed-to list of arbitrators set out in the Memorandum of Settlement between CUPE/SCFP and the CTA/CAE dated November 1, 2015. Arbitrators on the list will be used in rotation, based on availability, for the 2014-2017 collective agreement. On mutual agreement, the parties may add to or delete from the list during the term of the agreement, as required.
- d) The Parties will rotate through the list to select an arbitrator subject to their availability to hear the matter within six (6) months, on a date convenient to the parties. If none of the arbitrators on the list are able to convene a hearing within six (6) months, the parties shall appoint a mutually agreed to arbitrator.
- e) The central parties may refer multiple grievances to a single arbitrator.
- f) The cost of proceedings, including arbitrator fees and rental of space, shall be shared equally between the central parties.
- g) This does not preclude either Party from proceeding to expedited arbitration under the Labour Relations Act.

C5.00 BENEFITS

SEE ALSO LOCAL ARTICLE L15 BENEFITS.

Parties have agreed to participate in the Provincial Benefit Trust set out in the appended Letter of Understanding subject to 4.2.1(c). The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Boards will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

Post Participation Date, the following shall apply:

C5.1 Funding

- a) The funding per full-time equivalent will be calculated as per the appended Letter of Understanding.

C5.2 Cost Sharing

- a) The total funding in C5.1a) shall be divided as per the existing employer and employee cost sharing arrangements in terms of collective agreements in effect as of August 31, 2014.
- b) Any other cost sharing or funding arrangements as per previous local collective agreements in effect as of August 31, 2014 remain status quo.

C5.3 Payment in Lieu of Benefits

- a) All employees not transferred to the Trust who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive the same benefit.

C6.0 SICK LEAVE

See also Local Agreement Article L17.

C6.1 Sick Leave/Short Term Leave and Disability Plan

Definitions:

The definitions below shall be exclusively used for this article.

"Full year" refers to the ordinary period of employment for the position.

"Permanent Employees" – means all employees who are not casual employees, or employees working in a long-term supply assignment, as defined below.

"Long Term Supply Assignment" means, in relation to an employee,

- i) a long term supply assignment within the meaning of the local collective agreement, or
- ii) where no such definition exists, a long term supply assignment will be defined as twelve (12) days of continuous employment in one assignment.

“Casual Employees” means,

- i) A casual employee within the meaning of the local collective agreement,
- ii) If clause (i) does not apply, an employee who is a casual employee as agreed upon by the board and the bargaining agent, or
- iii) If clauses (i) and (ii) do not apply, an employee who is not regularly scheduled to work.

Notwithstanding the above, an employee working in a Long Term Supply Assignment shall not be considered a casual employee for purposes of sick leave entitlement under this article while working in the assignment.

“Fiscal Year” means September 1 to August 31.

“Wages” is defined as the amount of money the employee would have otherwise received over a period of absence.

a) Sick Leave Benefit Plan

The Board will provide a Sick Leave Benefit Plan which will provide sick leave days and short term disability coverage to provide protection against loss of income when ill or injured as defined below. An employee, other than a casual employee as defined above, is eligible for benefits under this article.

Sick leave days may be used for reasons of personal illness, personal injury, personal medical appointments, or personal dental emergencies only.

Employees receiving benefits under the *Workplace Safety and Insurance Act*, or under a LTD plan, are not entitled to benefits under a school board’s sick leave and short term disability plan for the same condition.

**b) Sick Leave Days Payable at 100% Wages
Permanent Employees**

Subject to paragraphs d), e) and f) below, Employees will be allocated eleven (11) sick days at one hundred percent (100%) of wages on the first day of each fiscal year, or the first day of employment.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long term supply assignment shall be allocated eleven (11) sick days payable at one hundred percent (100%) of wages at the start of the assignment. An employee completing a long term supply assignment that is less than a full-year will be allocated eleven (11) sick days payable at one hundred percent

(100%) reduced to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

**c) Short-Term Disability Coverage – Days Payable at 90% Wages
Permanent Employees**

Subject to paragraphs d), e) and f) below, permanent Employees will be allocated one hundred and twenty (120) short-term disability days at the start of each fiscal year or the first day of employment. Permanent Employees eligible to access short-term disability coverage shall receive payment equivalent to ninety percent (90%) of regular wages.

Employees on Long Term Supply Assignments

Subject to paragraph d) below, Employees completing a full-year long term supply assignment shall be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages at the start of the assignment. An employee completing a long term supply assignment that is less than a full-year will be allocated one hundred and twenty (120) short-term disability days payable at ninety percent (90%) of wages reduced to reflect the proportion the long term supply assignment bears to the length of the regular work year for the position.

d) Eligibility and Allocation

A sick leave day/short term disability leave day will be allocated and paid in accordance with current Local practice. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

Permanent Employees

The allocations outlined in paragraphs b) and c) above will be provided on the first day of each fiscal year, or the first day of employment, subject to the exceptions below:

Where a permanent Employee is accessing sick leave and/or the short-term disability plan in a fiscal year and the absence continues into the following fiscal year for the same medical condition, the permanent Employee will continue to access any unused sick leave days or short-term disability days from the previous fiscal year's allocation.

A new allocation will not be provided to the permanent Employee until s/he has returned to work and completed eleven (11) consecutive working days at their regular working hours. The permanent Employee's new sick leave allocation will be eleven (11) days at 100%-wages. The permanent Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary reduced by any paid sick days already taken in the current fiscal year.

If a permanent Employee is absent on his/her last regularly scheduled work day and the first regularly scheduled work day of the following year for unrelated reasons, the allocation outlined above will be provided on the first

day of the fiscal year, provided the employee submits medical documentation to support the absence, in accordance with paragraph (h).

Employees on Long Term Supply Assignments

Employees completing long term supply assignments may only access sick leave and short term disability leave in the fiscal year in which the allocation was provided. Any remaining allocation may be used in subsequent long term supply assignments, provided these occur within the same fiscal year.

Employees employed in a Long Term Supply Assignment which is less than the ordinary period of employment for the position shall have their sick leave and short term disability allocations pro-rated accordingly.

Where the length of the long term supply assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/short term disability leave to occur. If a change is made to the length of the assignment, an adjustment will be made to the allocation and applied retroactively.

e) Refresh Provision for Permanent Employees

Permanent Employees returning from LTD or workplace insurance leave to resume their regular working hours must complete eleven (11) consecutive working days at their regular working hours to receive a new allocation of sick/short-term disability leave. If the Employee has a recurrence of the same illness or injury, s/he is required to apply to reopen the previous LTD or WSIB claim, as applicable.

The Local union and Local school board agree to continue to cooperate in the implementation and administration of early intervention and safe return to work processes as a component of the Short Term Leave and Long Term Disability Plans.

In the event the Employee exhausts his/her sick/short-term disability leave allocation from the previous year and continues to work part-time, their salary will be reduced accordingly and a pro-rated sick/short-term allocation for the employee's working portion of the current year will be provided. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours. Any changes to hours of work during a fiscal year shall result in an adjustment to the allocation.

For the purposes of d) and e) of this article, eleven (11) consecutive working days of employment shall not include a period of leave for a medical appointment, which is related to the illness/injury that had been the reason for the employee's previous absence, but days worked before and after such leave shall be considered consecutive. It shall be the employee's obligation to provide medical confirmation that the appointment was related to the illness/injury.

f) WSIB & LTD

An Employee who is receiving benefits under the Workplace Safety and Insurance Act, or under a LTD plan, is not entitled to benefits under a school board's sick leave and short term disability plan for the same condition unless the employee is on a graduated return to work program then WSIB/LTD remains the first payor.

For clarity, where an employee is receiving partial benefits under WSIB/LTD, they may be entitled to receive benefits under the sick leave plan, subject to the circumstances of the specific situation. During the interim period from the date of the injury/incident or illness to the date of the approval by the WSIB/LTD of the claim, the employee may access sick leave and short term leave and disability coverage. A reconciliation of sick leave deductions made and payments provided, will be undertaken by the school board once the WSIB/LTD has adjudicated and approved the claim. In the event that the WSIB/LTD does not approve the claim, the school board shall deal with the absence consistent with the terms of the sick leave and short term leave and disability plans.

g) Graduated Return to Work

Where an Employee is not receiving benefits from another source and is working less than his/her regular working hours in the course of a graduated return-to-work as the Employee recovers from an illness or injury, the Employee may use any unused sick/short-term disability allocation remaining, if any, for the portion of the day where the Employee is unable to work due to illness or injury. A partial sick/short-term leave day will be deducted for an absence of a partial day in the same proportion as the duration of the absence is to an employee's regular hours.

Where an employee returns on a graduated return to work from a WSIB/LTD claim, and is working less than his/her regular hours, WSIB and LTD will be used to top up the employee's wages, as approved and if applicable.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source;
- and is working less than his/her regular hours of work;
- and has sick leave days and/or short term disability days remaining from the previous year

The employee can access those remaining days to top up their wages proportional to the hours not worked.

Where an employee returns on a graduated return to work from an illness which commenced in the previous fiscal year,

- and is not receiving benefits from another source,
- and is working less than his/her regular hours of work,

- and has no sick leave days and/ or short term disability days remaining from the previous year

The employee will receive 11 days of sick leave paid at 100% of the new reduced working hours. When the employee's hours of work increase during the graduated return to work, the employee's sick leave will be adjusted in accordance with the new schedule. The Employee will also be allocated one hundred and twenty (120) short term disability days payable at ninety percent (90%) of regular salary proportional to the hours scheduled to work under the graduated return to work. The new pro-rated sick/short-term leave allocation may not be used to top-up from part-time to full-time hours.

h) Proof of Illness

A Board may request medical confirmation of illness or injury and any restrictions or limitations any Employee may have, confirming the dates of absence and the reason thereof (omitting a diagnosis). Medical confirmation is required to be provided by the Employee for absences of five (5) consecutive working days or longer. The medical confirmation may be required to be provided on a form prescribed by the Board.

Where an Employee does not provide medical confirmation as requested, or otherwise declines to participate and/or cooperate in the administration of the Sick Leave Benefit Plan, access to compensation may be suspended or denied. Before access to compensation is denied, discussion will occur between the Union and the school board. Compensation will not be denied for the sole reason that the medical practitioner refuses to provide the required medical information. A school Board may require an independent medical examination to be completed by a medical practitioner qualified in respect of the illness or injury of the Board's choice at the Board's expense.

In cases where the Employee's failure to cooperate is the result of a medical condition, the Board shall consider those extenuating circumstances in arriving at a decision.

i) Notification of Sick Leave Days

The Board shall notify employees and the Bargaining Unit, when they have exhausted their 11 days allocation of sick leave at 100% of-salary.

j) Pension Contributions While on Short Term Disability

Contributions for OMERS Plan Members:

When an employee/plan member is on short-term sick leave and receiving less than 100% of regular salary, the Board will continue to deduct and remit OMERS contributions based on 100% of the employee/plan member's regular pay.

Contributions for OTPP Plan Members:

- i) When an employee/plan member is on short term sick leave and receiving less than 100% of regular salary, the Board will continue to

deduct and remit OTPP contributions based on 100% of the employee/plan member's regular pay.

- ii) If the plan employee/plan member exceeds the maximum allowable paid sick leave before qualifying for Long Term Disability (LTD)/Long Term Income Protection (LTIP), pension contributions will cease. The employee/plan member is entitled to complete a purchase of credited service, subject to existing plan provisions for periods of absence due to illness between contributions ceasing under a paid short term sick leave provision and qualification for Long Term Disability (LTD)/Long Term Income Protection (LTIP) when employee contributions are waived. If an employee/plan member is not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.

k) Top-up Provisions

Employees accessing short term disability leave will have access to any unused sick leave days from their last fiscal year worked for the purpose of topping up wages to one hundred percent (100%) under the short term disability leave.

This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent fiscal year worked.

Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days/Miscellaneous Personal Leave Days in the current year. These days can be used to top-up salary under the short term disability leave.

When employees use any part of a short term disability leave day they may access their top up bank to top up their salary to 100%.

l) Sick Leave to Establish EI Maternity Benefits

If the Employee will be able to establish a new EI Maternity Benefit claim in the six weeks immediately following the birth of her child through access to sick leave at 100% of her regular salary, she shall be eligible for up to six weeks leave at 100% of her regular salary without deduction from the sick days or short term disability leave days (remainder of six weeks topped-up as SEB).

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

C7.1 Preamble

The Council of Trustees' Associations (CTA) and the Canadian Union of Public Employees (CUPE) agree to establish a joint Central Labour Relations Committee (Committee) to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C7.2 Membership

The Committee shall include four (4) representatives from CUPE/SCFP and four (4) representatives from the CTA. The parties may mutually agree to invite the Crown and/or other persons to attend meetings in order to provide support and resources as required.

C7.3 Co-Chair Selection

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's agendas, work and meetings.

C7.4 Meetings

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee shall meet on agreed upon dates three (3) times in each school year, or more often as mutually agreed.

C7.5 Agenda and Minutes

- a) Agendas of reasonable length detailing issues in a clear and concise fashion will be developed jointly between the co-chairs, translated into the French language and provided to committee members at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees. It is not the mandate of the Committee to deal with matters that have been filed as central disputes. With mutual consent, additional items may be added prior to, or at the meeting.
- b) The minutes will be produced by the CTA and agreed upon by the parties on an item-by-item basis. The minutes will reflect the items discussed and any agreement or disagreement on solutions. Where the matter is deferred, the minutes will reflect which party is responsible for follow-up. The minutes will be translated into the French language and authorized for distribution to the parties and the Crown once signed by a representative from both parties.

C7.6 Without Prejudice or Precedent

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

C7.7 Cost of Labour Relations Meetings

The parties agree that efforts will be made to minimize costs related to the committee.

C8.00 CUPE/SCFP MEMBERS ON PROVINCIAL COMMITTEES

CUPE/SCFP appointees to Provincial Committees will not have their participation charged against local collective agreement union release time or days.

C9.00 ATTENDANCE AT MANDATORY MEETINGS/SCHOOL EVENTS

Where an employee is required through clear direction by the board to attend work outside of regular working hours, the provisions of the local collective agreement regarding hours of work and compensation, including any relevant overtime/lieu time provisions, shall apply.

Required attendance outside of regular working hours may include, but is not limited to school staff meetings, parent/teacher interviews, curriculum nights, Individual Education Plan and Identification Placement Review Committee meetings, and consultations with board professional staff.

C10.00 CASUAL SENIORITY EMPLOYEE LIST

On or before September 1, 2016, School Boards shall establish a seniority list for casual/temporary employees, where a list does not currently exist. This will be a separate list from permanent employees and shall have as its sole purpose to track length of service with the Board. Further, the list shall have no other force or effect on local collective agreements other than those that may already exist for casual/temporary employees in the 2008-12 local collective agreement.

C11.00 UNION REPRESENTATION AS IT RELATES TO CENTRAL BARGAINING

Negotiations Committee

At all central bargaining meetings with the Employer representatives the Union will be represented by the OSBCC negotiations committee.

The union will be consulted prior to the tendering process for the broader central bargaining location. The tendering process shall be conducted in accordance with the OPS Procurement Directive

C12.00 STATUTORY LEAVES OF ABSENCE/SEB

C12.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care leaves granted to an employee under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

- b) The employee will provide to the employer such evidence as necessary to prove entitlement under the ESA.
- c) An employee contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where an employee is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the employee must agree to provide for payment for the employee's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, an employee must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent employees who access such Leaves, a SEB plan to top up their E.I. Benefits. The permanent employee who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the work year and during a period for which the permanent employee would normally be paid. The SEB Plan pay will be the difference between the gross amount the employee receives from E.I. and their regular gross pay.
- h) Employees completing a term assignment shall also be eligible for the SEB plan with the length of the benefit limited by the length of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The employee must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C13.00 VESTED RETIREMENT GRATUITY VOLUNTARY EARLY PAYOUT

- C13.1** a) An Employee eligible for a Sick Leave Credit retirement gratuity as per Appendix B shall have the option of receiving a payout of his/her gratuity on the employee's first pay date in the 2016/2017 school year, or on the employee's normal retirement date.

- b) The employee must declare his/her intention to receive the earlier gratuity payout by June 30, 2016.

Pursuant to b) above, the following will apply:

- c) The earlier payout shall be equivalent to the present discounted value of the payout as per Appendix B. The present value shall be based on a discount rate of 7.87% and on the average retirement age of 61 less the employee's age as at June 30, 2016. The average retirement age shall be based on the 2015 OMERS NRA65 data for all CUPE members in district school boards.
- d) If an Employee is older than the average age noted in c) above as at June 30, 2016, the retirement gratuity payout will be discounted by 2% if they chose the early gratuity payout.
- e) Where the employee opts for an early payout of the retirement gratuity, an employee may request the retirement gratuity, or a portion thereof, be transferred to an RRSP or OMERS AVC (Additional Voluntary Contribution) account. The employer will transfer the retirement gratuity, or portion thereof, to an RRSP or OMERS AVC account based on appropriate documentation and forms, completed by the employee, from their financial institution. The payout, whether transferred as described above or paid directly to the employee, is subject to withholdings in accordance with CRA requirements.

C14.00 SPECIALIZED JOB CLASSES

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

APPENDIX A

**CUPE / COUNCIL OF TRUSTEES' ASSOCIATIONS
NOTICE OF CENTRAL DISPUTE**

Name of Board where Dispute Originated:	
CUPE Local & Bargaining Unit Description:	
Policy <input type="checkbox"/>	Group <input type="checkbox"/> Individual <input type="checkbox"/> Grievor's Name (if applicable):
Date Notice Provided to Local School Board/CUPE Local:	
Central Provision Violated:	
Statute/Regulation/Policy/Guideline/Directive at issue (if any):	
Comprehensive Statement of Facts (attach additional pages if necessary):	
Remedy Requested:	
Date:	Signature:
Committee Discussion Date:	
Withdrawn <input type="checkbox"/>	Resolved <input type="checkbox"/> Referred to Arbitration <input type="checkbox"/>
Date:	Co-Chair Signatures:
This form must be forwarded to the Central Dispute Resolution Committee Co-Chairs no later than 30 working days after becoming aware of the dispute.	

Sick Leave Credit-Based Retirement Gratuities (where applicable)

- 1) An Employee is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day.
- 2) If the Employee is eligible to receive a sick leave credit gratuity, upon the Employee's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Employee on August 31, 2012; and
 - b) the Employee's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of an Employee, the gratuity shall be paid out upon death consistent with the rate in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and except where there are grievances pending, the Employer and Union agree that any and all wind-up payments to which Employees without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following board, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Employee have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Hamilton-Wentworth District School Board
 - iii. Huron Perth Catholic District School Board
 - iv. Peterborough Victoria Northumberland and Clarington Catholic District School Board
 - v. Hamilton-Wentworth Catholic District School Board
 - vi. Waterloo Catholic District School Board
 - vii. Limestone District School Board
 - viii. Conseil scolaire de district catholique Centre-Sud
 - ix. Conseil scolaire Viamonde

Other Retirement Gratuities

An employee is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF UNDERSTANDING #1

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the language relating to these provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2008-2012 collective agreements, subject to modifications made during local bargaining in 2012-2013, if any. The issues listed below shall not be subject to local bargaining or to amendment by the local parties.

Issues:

Paid Vacations and Holidays (including statutory holidays)

Work week

Work year (excluding local arrangements related to summer scheduling)

Hours of Work

Preparation Time

Staffing levels (including staffing levels related to permits and leases and replacement staffing)

Job Security as it Relates to Technological Change

Allowances

LETTER OF UNDERSTANDING #2

BETWEEN

The Canadian Union of Public Employees
(Hereinafter 'CUPE')

AND

The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')

Re: Status Quo Central Items Requiring Amendment and Incorporation

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. The following language must, however, be aligned with current local provisions in order to reflect the provisions of CUPE's 2012-2013 MOUs. The following issues are not subject to local bargaining or amendment by the local parties. Any disputes arising from these provisions may form the subject of a central dispute.

PREGNANCY/PARENTAL LEAVES OF ABSENCE/SEB

The following pregnancy/parental/SEB language provides a change from an entitlement of six (6) weeks to an entitlement of eight (8) weeks.

Common Central Provisions

Maternity Benefits/SEB Plan

- a) A full-time and part-time permanent Employee who is eligible for pregnancy leave pursuant to the Employment Standards Act, shall receive *100% salary through a Supplemental Employment Benefit (SEB) plan for a total of *eight (8) weeks immediately following the birth of her child with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Full-time and part-time permanent Employees not eligible for a SEB plan as a result of failing to qualify for Employment Insurance will be eligible to receive 100% of salary from the employer for a total of eight (8) weeks with no deduction from sick leave or STLDP.
- c) Where any part of the eight (8) weeks falls during the period of time that is not eligible for pay (i.e. summer, March Break, etc.), the full eight (8) weeks of top up shall continue to be paid.
- d) Full-time and part-time permanent Employees who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP subject to

meeting the requirements to provide acceptable medical verification.

- e) Employees completing a long term supply assignment of 6 months or more shall be eligible for the SEB as described herein for a maximum of eight (8) weeks or the remaining number of weeks in their current assignment after the birth of her child, whichever is less.
- f) Employees not defined above have no entitlement to the benefits outlined in this article.

SHORT TERM PAID LEAVES

The parties agree that the issue of short term paid leaves has been addressed at the central table and the provisions shall remain status quo to the provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 local collective agreement that utilized deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of 5 days per school year. For further clarity, those boards that had 5 or less shall remain at that level. Boards that had 5 or more days shall be capped at 5 days. These days shall not be used for the purpose of sick leave, nor shall they accumulate from year to year.

Short term paid leave provisions in the 2008-12 collective agreement that did not utilize deduction from sick leave remain status quo and must be incorporated into the 2014-17 collective agreement.

Provisions with regard to short term paid leaves shall not subject to local bargaining or amendment by local parties. However, existing local collective agreement language may need to be revised in order to align with the terms herein.

WSIB TOP-UP

If a class of employees was entitled to receive WSIB top-up on August 31, 2012 deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2014-17 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

RETIREMENT GRATUITIES

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix B - Retirement Gratuities.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. Employees are not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Employee had accumulated and was eligible to receive as of that day. The following language applies only to those employees eligible for the gratuity above.”

SICK LEAVE TO BRIDGE LONG TERM DISABILITY WAITING PERIOD

Boards which have Long Term Disability waiting periods greater than 131 days shall ensure there is language that accords with the following entitlement:

An Employee who has applied for long-term disability is eligible for additional short term disability leave days up to the maximum difference between the long-term disability waiting period and 131 days. The additional days shall be payable at 90% and shall be used only to bridge the employee to the long-term disability waiting period if, under a collective agreement in effect on August 31, 2012, the employee was required to wait more than 131 days before being eligible for benefits under a long-term disability plan and the collective agreement did not allow the employee the option of reducing that waiting period.

LETTER OF UNDERSTANDING #3

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Job Security: Protected Complement

The parties acknowledge that education workers contribute in a significant way to student achievement and well-being.

1. Effective as of the date of central ratification, the Board undertakes to maintain its Protected Complement, except in cases of:
 - a) A catastrophic or unforeseeable event or circumstance;
 - b) Declining enrolment;
 - c) Funding reductions directly related to services provided by bargaining unit members; or
 - d) School closure and/or school consolidation.
2. Where complement reductions are required pursuant to 1. above, they shall be achieved as follows:
 - a) In the case of declining enrolment, complement reductions shall occur at a rate not greater than the rate of student loss, and
 - b) In the case of funding reductions, complement reductions shall not exceed the amount of such funding reductions, and
 - c) In the case of school closure and/or school consolidation, complement reductions shall not exceed the number of staff prior to school closure/consolidation at the affected location(s).

Local collective agreement language will be respected, regarding notification to the union of complement reduction. In the case where there is no local language the board will notify the union within twenty (20) working days of determining there is to be a complement reduction.

3. For the purpose of this Letter of Understanding, at any relevant time, the overall protected complement is equal to:
 - a) The FTE number (excluding temporary, casual and/or occasional positions) as at date of central ratification. The FTE number is to be agreed to by the parties through consultation at the local level. Appropriate disclosure will be provided

- during this consultation. Disputes with regard to the FTE number may be referred to the Central Dispute Resolution Process.
- b) Minus any attrition, defined as positions that become vacant and are not replaced, of bargaining unit members which occurs after the date of central ratification.
4. Reductions as may be required in 1. above shall only be achieved through lay-off after consultation with the union on alternative measures, which may include:
- a) priority for available temporary, casual and/or occasional assignments;
 - b) the establishment of a permanent supply pool where feasible;
 - c) the development of a voluntary workforce reduction program (contingent on full provincial government funding).
5. The above language does not allow trade-offs between the classifications outlined below:
- a) Educational Assistants
 - b) DECEs
 - c) Secretaries
 - d) Custodians
 - e) Cleaners
 - f) Information Technology Staff
 - g) Library Technicians
 - h) Instructors
 - i) Supervisors
 - j) Central Administration
 - k) Professionals
 - l) Maintenance/Trades
6. The parties agree that where local collective agreement language currently exists that provides a superior benefit specifically with regard to protected complement FTE number, that language will prevail.
7. This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #4

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Professional Development

The parties acknowledge the important skills and expertise that education workers contribute to Ontario's publicly funded schools and their commitment to improving student achievement.

Where the Ministry provides funds to local school boards specifically to provide professional development to employees represented by CUPE, local school boards shall consult with local CUPE representatives prior to finalizing and delivering the funded professional development.

LETTER OF UNDERSTANDING #5

BETWEEN

**The Council of Trustees' Associations/
Le Conseil d'associations d'employeurs
(hereinafter called 'CTA/CAE')**

AND

**The Canadian Union of Public Employees
(hereinafter called 'CUPE')**

RE: Scheduled Unpaid Leave Plan

The following Scheduled Unpaid Leave Plan (SULP) replaces the current Voluntary Leave of Absence program (VLAP) and is available to all permanent employees for the 2015-2016 and 2016-2017 school years. Employees approved for SULP days shall not be replaced.

For employees who work a 10-month year a school board will identify:

1. up to two (2) Professional Activity days in the 2015-2016 school year;
2. two (2) Professional Activity days in the 2016-2017 school year;
that will be made available for the purpose of the SULP.

For employees whose work year is greater than ten (10) months, a school board will designate days, subject to system and operational requirements, which will be available for the purpose of the SULP in each of the 2015-2016 and 2016-2017 school years. These employees will be eligible to apply for up to two (2) days leave in each of these years.

For the 2015-2016 school year, the available day(s) will be designated no later than thirty (30) days after central ratification. All interested employees will be required to apply, in writing, for the leave within ten (10) days of local ratification, or within ten (10) days from the date upon which the days are designated, whichever is later. For the 2016-2017 school year, the days will be designated by June 15, 2016. All interested employees will be required to apply, in writing, for leave for the 2016-2017 school year by no later than September 30, 2016. Approval of the SULP is subject to system and operational needs of the board and school. Approved leave days may not be cancelled or changed by the school board or the employee. Exceptions may be considered with mutual consent. Half day leaves may be approved, subject to the system and operational needs of the board and school.

For employees enrolled in the OMERS pension, the employer will deduct the employee and employer portion of pension premiums for the unpaid days and will remit same to OMERS.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation (OTF) to amend the Ontario Teachers' Pension Plan (OTPP) to allow for adjusting pension contributions to reflect the Scheduled Unpaid Leave Plan (SULP) with the following principles:

- i) Contributions will be made by the employee/plan member on the unpaid portion of each unpaid day, unless directed otherwise in writing by the employee/plan member;
- ii) The government/employer will be obligated to match these contributions;
- iii) The exact plan amendments required to implement this change will be developed in collaboration with the OTPP and the co-sponsors of the OTPP (OTF and the Minister of Education); and
- iv) The plan amendments will respect any legislation that applies to registered pension plans, such as the Pension Benefits Act and Income Tax Act.

This Letter of Understanding expires on August 30, 2017.

LETTER OF UNDERSTANDING #6

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Education Worker Diverse and Inclusive Workforce Committee – Terms of Reference

PREAMBLE:

The parties recognize the importance of embracing diversity and moving beyond tolerance and celebration to inclusivity and respect in our workplaces. Organizations are strengthened when employers can draw upon a broad range of talents, skills, and perspectives. The parties further recognize that a diverse and inclusive workforce may contribute to student success.

I. MANDATE OF THE COMMITTEE

The mandate of the Education Worker Diverse and Inclusive Workforce Committee is to jointly explore and identify best practices that support diversity, equity, inclusion and to foster diverse and inclusive workforces reflective of Ontario's diverse communities.

II. DELIVERABLES

The Education Worker Diverse and Inclusive Workforce Committee (Committee) will produce a summary document that will identify and promote best practices that support diversity, equity, and inclusion.

The summary document, once endorsed by the Canadian Union of Public Employees (CUPE) and the Council of Trustees' Associations (CTA), will be translated into the French language and distributed to all school boards where there are CUPE-represented members employed and to all corresponding CUPE/SCFP locals no later than October 31, 2016.

III. SCOPE

The Committee will explore and identify best practices that promote the continued development of positive, respectful work environments committed to equity, inclusion and diversity.

All best practices identified in the summary document should be based on evidence of positive results/impact.

The committee's scope will include identifying best practices related to recruitment, promotion and retention of a diverse workforce. As part of their work the committee will consider relevant resources applicable to the education sector, such as PPM 119 of April 2013, and the recommendations of the Ontario First Nation, Métis, Inuit Education Policy Framework, 2007.

The committee's scope will not include employment equity and/or pay equity.

IV. MEMBERSHIP

The Committee shall include nine (9) members - five (5) representatives from CUPE/SCFP and four (4) representatives from the CTA. Up to two (2) advisors from the Ministry of Education shall act in a resource capacity to the committee. Other persons may attend meetings in order to provide support and resources as mutually agreed. Up to one (1) representative from each of the four (4) employee bargaining agencies at the other education workers tables will be invited to participate on the Committee.

V. CO-CHAIR SELECTION

CUPE/SCFP and CTA representatives will each select one co-chair. The two Co-Chairs will govern the group's work and meetings.

VI. MEETINGS

The Committee will meet within sixty (60) calendar days of the ratification of the central terms of the collective agreement. The Committee will meet three (3) times during its term, or more if mutually agreed. The term of the Committee shall end on or before October 31, 2016 unless mutually agreed to by the Parties to extend.

VII. OTHER

The parties agree that if there is a dispute between the parties regarding whether or not the committee has been properly established within the required timeframes, this dispute may be grieved through the central grievance process, and that this is the only dispute related to the committee and the work it is undertaking that could be the subject of a grievance.

LETTER OF UNDERSTANDING #7

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Long Term Disability (LTD) Plan Working Group

The parties acknowledge that increases in premiums for LTD plans are a significant issue.

The parties agree to review the issue of affordability of LTD plans for both boards and employees who pay LTD premiums (in whole or in part) in support of existing LTD plan arrangements.

A joint central committee of board staff and CUPE members shall be established to review options related to sustainability and affordability of LTD plans. Options may include, but are not limited to:

- i) Exploring a common plan through a competitive tendering process
- ii) Exploring other delivery options through a competitive tendering process
- iii) Reviewing joint proposals from local boards and units to effect changes to plan design to reduce costs.

The central parties agree that local boards and units may discuss and mutually agree, outside of the context of collective bargaining, to make plan design changes with a view to reducing premiums.

LETTER OF UNDERSTANDING #8

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Sick Leave

The parties agree that any existing collective agreement provisions with respect to the items listed below, that do not conflict with the clauses in the Sick Leave article in the Central Agreement, shall remain status quo for the term of this collective agreement:

1. Responsibility for payment for medical documents.
2. Sick leave deduction for absences of partial days.

The parties further agree that any graduated return to work plans that are approved no later than 30 days after the ratification of local collective agreement terms shall not be negatively impacted by the provisions of Article C6.1 g) for the fiscal year in which they were approved.

LETTER OF UNDERSTANDING #9
BETWEEN
The Ontario Public School Board Association
(hereinafter called 'OPSBA')
AND
The Ontario Catholic School Trustees Association
(hereinafter called 'OCSTA')
AND
L'Association des conseils scolaires des écoles publiques de l'Ontario
(hereinafter called 'ACEPO')
AND
L'Association franco-ontarienne des conseils scolaires catholiques
(hereinafter called 'AFOCSC')
AND
The Canadian Union of Public Employees / Syndicat canadien de la fonction
publique
(hereinafter called 'CUPE')
AND
The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the Employee Life and Health Trust (ELHT) contemplated by this Letter of Understanding, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an Education Sector ELHT, (hereinafter, the "Trust"), to provide benefits to education workers in the Province of Ontario employed by District School Boards, District School Area Boards and Public School Authorities (hereinafter, the "Boards") in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). Boards' benefit plans can only be moved into the Trust, such that the Trust will be in compliance with the ITA and Canada Revenue Agency administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective no later than February 1, 2017 and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The Trustees, as defined in 2.1.0, shall consult with other Trusts and Boards to move all employee groups into the Trust(s) at the same time, subject to the Trust being ready to accept the employee group(s).

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect

beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation. The terms of this letter of understanding will form the basis for a trust agreement setting out the terms of the ELHT to be approved by the parties.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups in the education sector may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 CUPE employee representatives and 4 employer representatives, including the Crown. The Board of Trustees will include among its members 2 independent experts, 1 appointed by the employer representatives and 1 appointed by the employee representatives. CUPE will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a) Be retained from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the union, the Boards, the CTA and the Crown;
 - b) Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c) Be accredited from one of the following fields: actuarial science, law or accounting; or in lieu of such affiliation hold the Certified Employee Benefit Specialist (CEBS) designation; and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 CUPE shall determine the initial term and subsequent succession plan for their Trustees. The CTA and the Crown acting together, shall determine the initial term and subsequent succession plan for their Trustees. A succession plan will be

designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period. The term of a Trustee shall be limited to a maximum of 9 years.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following employees represented by CUPE are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for CUPE represented employees in accordance with the Local Collective Agreement (“CUPE represented employees”) as of August 31, 2014. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the applicable Board. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.2.0 The benefit plan may provide coverage for health (including but not limited to vision and travel), life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support, subject to compliance with section 144.1 of the ITA. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

3.3.0 Each Board shall provide to the Trustees of the Education Sector ELHT directly, or through its Insurance Carrier of Record, Human Resource Information System (HRIS) information noted in Appendix A within one (1) month of notification from the Trustees, in the format specified by the Trustees.

4.0.0 FUNDING

4.1.1 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a) A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”). The amount shall be paid to the Trust on September 1, 2016.
 - b) A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- 4.1.2 The one-time contributions in 4.1.1 (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- 4.1.3 The Crown shall pay to CUPE \$3.5million of the startup costs referred to in s. 4.1.1 (b) on the date of ratification of the central agreement and shall pay to CUPE a further \$3.5 million subject to the maximum amount referred to in s. 4.1.1 (b) by June 1, 2016. The balance of the payments, if required under s. 4.1.1 (b), shall be paid by the Crown to CUPE on the day the Trust becomes effective.
- 4.1.4 On the day the Board commences participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Board's surplus will be retained by the Boards.
- 4.1.5 Where there are active grievances related to surpluses, deposits and/or reserves, the amount in dispute shall be internally restricted by the Board until the grievance is settled.
- 4.1.6 All Board reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.7 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Board. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Board's annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Board upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Board and the Trust based on the employers' and employees' premium share.
- 4.1.8 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a) If available, the paid premiums or contributions or claims costs of each group; or
 - b) Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

The methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.9 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.10 In order to ensure the fiscal sustainability of said benefit plans, the Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that the Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.
- 4.1.11 The Trust shall retain rights to the data and the copy of the software systems.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a) The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b) By January 31, 2016 for Board-owned defined benefit plans, the Boards will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting, auditing and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement, and if any, premium costs on other district school area board or public school authority statements, for the year ending no later than August 31, 2015. The aforementioned statements are to be provided to the Ministry of Education. Total Cost excludes retiree costs.

The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with this clause.

- ii) For purposes of (b) (ii) above, the FTE positions will be those consistent with Appendix H of the Education Finance Information System (EFIS) for job classifications that are eligible for benefits.
- c) All amounts determined in this Article 4 shall be subject to a due diligence review by CUPE. The Boards shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by CUPE. If any amount cannot be agreed between CUPE and a Board, the parties to this agreement shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, it shall be subject to the Central Dispute Resolution process.
 - i) In order that each party be satisfied that the terms of this LOA provide a satisfactory basis to deliver benefits in the future, each party reserves the right to conduct a thorough due diligence with respect to existing benefit arrangements (including benefit terms, eligibility terms, FTE positions in the bargaining unit, historic costs and trends). Prior to May 1, 2016 if either CUPE or the CTA concludes, in good faith, following its due diligence review, that the terms of the LOA do not provide a satisfactory basis for the provision of benefits, then either CUPE or the CTA may declare this LOA to be null and void, in which case no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this LOA, shall remain in full force and effect.
 - ii) Prior to September 1, 2016, on any material matter, relating to Article 4.2.1 (a) or (b), CUPE or the CTA can deem this Letter of Understanding to be null and void. No Participation Dates for any Board shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d) On the participation date, the Boards will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e) On the participation date, for defined contribution plans, the Boards will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- f) An amount of \$300 per FTE, in addition to (d) and (e) will be added to the base funding in 2016-17.

- g) With respect to 4.2.1 (b), and (d) above, the contributions provided by the Boards will include the employees' share of the benefit cost as specified by the Board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- h) The terms and conditions of any existing Employee Assistance Program/Employee Family Assistance Program shall remain the responsibility of the respective Board and not the Trust maintaining current employer and employee co-share where they exist. The Board shall maintain its contribution to all statutory benefits as required by legislation (including but not limited to Canada Pension Plan, Employment Insurance, Employer Health Tax, etc.).
- i) The FTE used to determine the Board's benefits contributions will be based on the average of the Board's FTE as of October 31st and March 31st of each year.
- j) Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- k) In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved between the Board and CUPE Central.
- l) As of the day that a Board commences participation in the Trust, the Board will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.
- m) The Trust will provide the necessary information needed by Boards to perform their administrative duties required to support the Trust in a timely and successful manner.
- n) The Boards shall deduct premiums as and when required by the Trustees of the Education Sector ELHT from each member's pay on account of the benefit plan(s) and remit them as and when required by the Trustees to the Trust Plan Administrator of the Education Sector ELHT with supporting documentation as required by the Trustees.
- o) Funding for retirees shall be provided based on the costs or premiums in 2014-15 associated with those retirees described in 3.1.2 plus 4% in 2015-16 and 4% in 2016-17. Employer and employee co-shares will

remain status quo per local collective agreements in place as of August 31, 2014 or per existing benefit plan provisions.

- p) Some CUPE members currently contribute to the payment of employee benefits at varying levels in accordance with local collective agreements, generally referred to as “Co-Pay”. This amount is often expressed as a percentage of premiums. Should the Trust choose to reduce or eliminate the “Co-Pay”, the Crown will provide funding equivalent to the reduction of the “Co-Pay” amount. The reduction to the percentage of premium, if any, will be converted to a per FTE amount based on the 2014-15 premiums. This election must be made by the last board’s participation date.

5.0.0 SHARED SERVICES

- 5.1.0 CUPE agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis recognizing the value of benefits to the members.
- 5.1.1 Shared administrative services will be provided as determined by the Transition Committee for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date but shall be no later than August 31, 2021.
- 5.1.2 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

6.0.0 BOARD OF TRUSTEES’ RESPONSIBILITIES

- 6.1.0 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including, but not limited to:
 - a) The trustees’ selection of the Trust auditors and the Trust actuaries;
 - b) The annual reports of the Auditors and actuaries;
 - c) The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability of the initial plan design. The first actuarial report shall be received no sooner than six months and no later than twelve months following the implementation of the initial plan;
 - d) The actuarial report, including any report obtained under Section 7.0.0 regarding recommendations on sustainability, of any subsequent changes to the plan design;
 - e) The design and adoption of the initial Benefit Plan and any amendments to the Benefit Plan;
 - f) Validation of the sustainability of the respective Plan Design;
 - g) Establishing member contribution or premium requirements, and member deductibles if any;

- h) Identifying efficiencies that can be achieved;
- i) The design and amendment of the Funding policy;
- j) The investment Policy and changes to the Investment Policy; and
- k) Procurement of adjudicative, administrative, insurance, consultative and investment services.

6.2.0 Under the Funding Policy, Trust surpluses may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a) Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b) Fund claims stabilization or other reserves;
- c) Improve plan design;
- d) Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e) Reduce member premium share if any.

6.3.0 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a) Use of existing claims stabilization funds;
- b) Increased member share premium;
- c) Change plan design;
- d) Cost containment tools;
- e) Reduced plan eligibility;
- f) Cessation of benefits, other than life insurance benefits; and
- g) Identify other sources of revenue.

6.4.0 The Trustees shall adopt policies for the appointment, review, evaluation and, if necessary, termination, of their service providers.

6.5.0 The Trust shall provide "trustee liability insurance" for all Trustees.

7.0.0 ACCOUNTABILITY

7.1.0 Actuaries and external auditors will be appointed by the Trust. Audited financial statements and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

7.2.0 The Funding Policy shall require the Trustees to take necessary actions or decisions during a period in which the CFR is less than 8.3% of annual expenses over a projected three year period. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance to at least 8.3% of total annual expenses.

7.3.0 Copies of the audited financial statements and the actuarial evaluation report requested in section 7.1.0 will be shared with CUPE, OPSBA, OCSTA, ACEPO, AFOCSC and the Ministry of Education.

8.0.0 TRANSITION COMMITTEE

8.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established by January 31, 2016 to address all matters that may arise in the creation of the Trust.

9.0.0 PAYMENTS

9.1.0 The Crown will make a recommendation to the Lieutenant Governor in Council to amend the Grants for Student Needs funding regulation indicating that the funding amount provided for benefit of the Trust must be provided to the Trust in accordance with the Letter of Understanding.

10.0.0 ENROLMENT

10.1.0 For new hires, each Board shall distribute benefit communication material as provided by the Union to all new members within 15 to 30 days from their acceptance of employment.

10.2.0 For existing members, the Board shall provide the Human Resource Information System (HRIS) file with all employment information to the Trustees as outlined in Appendix A.

10.3.0 Where an HRIS file cannot be provided, the Board shall provide the required employment and member information to the Trust Plan Administrator in advance of the member commencing active employment or within the first 30 days of the employment date. The Board shall enter any subsequent demographic or employment changes as specified by the Trust Plan Administrator within one week of the change occurring.

10.4.0 The benefit administration for all leaves, including Long-Term Disability where applicable, will be the responsibility of the Trust Plan Administrator. During such leaves, the Board shall continue to provide HRIS information and updates as defined above.

10.5.0 Each Board shall provide updated work status in the HRIS file a minimum of 2 weeks in advance of the leave or within the first 15 days following the start of the absence.

11.0.0 ERRORS AND OMISSIONS RELATED TO DATA

11.1.0 Board errors and retroactive adjustments shall be the responsibility of the Board.

11.2.0 If an error is identified by a Board, notification must be made to the Trust Plan Administrator within seven (7) days of identification of the error.

11.3.0 Upon request by the Trust Plan Administrator, a Board shall provide all employment and member related information necessary to administer the provincial benefit plan(s). Such requests shall not be made more frequently than twice in any 12 month period.

11.4.0 The Trust Plan Administrator has the right to have their representatives review employment records related to the administration of the Trust a Board office during regular business hours upon 30 days written notice.

12.0.0 CLAIMS SUPPORT

12.1.0 The Board shall complete and submit the Trust Plan Administrator's Waiver of Life Insurance Premium Plan Administrator Statement to the Trust Plan Administrator for life waiver claims when the Trust Plan Administrator does not administer and adjudicate the LTD benefits.

12.2.0 Each Board shall maintain existing beneficiary declarations. When required, the Board shall provide the most recent beneficiary declaration on file to the Trust Plan Administrator. Any changes subsequent to the participation date shall be the responsibility of the Trust.

13.0.0 PRIVACY

13.1.0 In accordance with applicable privacy legislation, the Trust Plan Administrator shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The Trust Plan Administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

APPENDIX A – HRIS FILE

Each Board may choose to provide to the Trustees of the Education Sector ELHT directly, or provide authorization through its Insurance Carrier of Record to gather, the following information within one (1) month of notification from the Trustees. The following information shall be provided in the formats agreed to by the Trustees of the Education Sector ELHT and the employer representatives:

- a) complete and accurate enrolment files for all members, member spouses and eligible dependents, including:
 - i. names;
 - ii. benefit classes;
 - iii. plan or billing division;
 - iv. location;
 - v. identifier;
 - vi. date of hire;
 - vii. date of birth;
 - viii. gender;
 - ix. default coverage (single/couple/family).
- b) estimated return to work dates;
- c) benefit claims history as required by the Trustees;
- d) list of approved pre-authorizations and pre-determinations;
- e) list of approved claim exceptions;
- f) list of large amount claims based on the information requirements of the Trustees;
- g) list of all individuals currently covered for life benefits under the waiver premium provision; and
- h) member life benefit coverage information.

LETTER OF UNDERSTANDING #10

BETWEEN

**The Council of Trustees' Associations
(hereinafter the "CTA/CAE")**

AND

**The Canadian Union of Public Employees
(hereinafter "CUPE")**

RE: List of Arbitrators

The following is the list of Agreed-To Arbitrators for the Collective Agreement in effect from September 1, 2014 – August 31, 2017, as referenced in Article C4 of the Central Terms of the Collective Agreement.

English Language:

Christopher Albertyn
John Stout
Paula Knopf
Mort Mitchnick
Brian Sheehan

French Language:

Michelle Flaherty
Brian Keller
Kathleen O'Neil
Michel Picher
Bram Herlich

LETTER OF UNDERSTANDING #11

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

Re: Central Labour Relations Committee

The parties agree that the Central Labour Relations Committee will discuss the following topics:

- Provision of information relating to bargaining unit members, including scope, manner of disclosure and timing, in order to assist the parties in preparation for the next round of central bargaining
- Medical Intervention Training
- Staffing for Supervision
- Violence Prevention Training
- Concerns, if any, regarding systemic issues relating to allocation or application of sick leave/short term disability leave
- Any other issues raised by the parties

LETTER OF UNDERSTANDING #12

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Early Childhood Educators Work Group (FDK)

The parties and the Crown agree that within sixty (60) days following central ratification, a work group consisting of equal numbers of CTA/Crown and CUPE representatives shall convene to consider and make recommendations concerning Early Childhood Educators including, but not limited to the following:

- Hours of work
- Preparation time
- FDK class size
- Students with special needs
- Staffing levels
- Professional collaboration and development
- the feasibility of establishing Itinerant Lead positions within the bargaining unit.

The work group shall make joint recommendations to the parties no later than June 30, 2016.

LETTER OF UNDERSTANDING #13

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Ministry Initiatives

The parties acknowledge the ongoing implementation of the children's Mental Health Strategy, the Special Needs Strategy, and other initiatives within the province of Ontario.

The parties further acknowledge the importance of initiatives being implemented within the provincial schools system including but not limited to the addition of Mental Health Leads, and the protocol for partnerships with external agencies/service providers.

It is agreed and affirmed that the purpose of the initiatives is to enhance existing mental health and at risk supports to school boards in partnership with existing professional student services support staff and other school personnel. It is not the intention that these enhanced initiatives displace CUPE workers, nor diminish their hours of work.

LETTER OF UNDERSTANDING #14

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Provincial Health and Safety Working Group

The parties reconfirm their intent to participate in the Provincial Health and Safety Working Group. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Areas for discussion may include:

- Violence in the Workplace;
- Occupational health and safety training, including training for CUPE members;
- Caring and Safe Schools as it relates to CUPE members;
- Health and safety considerations in high risk areas of the school; and
- Any other health and safety matters raised by either party.

The Crown commits to convene a meeting of the Working Group prior to December 31, 2015.

CUPE will be entitled to equal representation on the Provincial Health and Safety Working group.

Where best practices are identified by the committee, those practices will be shared with school boards.

LETTER OF UNDERSTANDING #15

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

RE: Violence Prevention Training

CUPE will be consulted, through the Central Labour Relations Committee, regarding the development/purchase of a training program on the prevention of violence for employees whose core duties require them to work directly in contact with students who may pose a safety risk. The Crown agrees to fund the development/purchase.

The Central Labour Relations Committee will consider the following points in developing the training module program including:

- Causes of violence;
- Factors that precipitate violence;
- Recognition of warning signs;
- Prevention of escalation; and
- Controlling and defusing aggressive situations.
- Employee reporting obligations

The training program will be made available to boards and CUPE no later than November 30, 2016.

Local boards will consult with local unions regarding the implementation of the training program.

LETTER OF UNDERSTANDING #16

BETWEEN

**The Canadian Union of Public Employees
(Hereinafter 'CUPE')**

AND

**The Council of Trustees' Associations
(Hereinafter the 'CTA/CAE')**

AND

The Crown

Re: Additional Professional Activity (PA) Day

The parties confirm that should there be an additional PA Day beyond the current 6 PA days in the 2015-16 and/or the 2016-17 school years, there will be no loss of pay for CUPE members (excluding casual employees) as a result of the implementation of these additional PA days. For further clarity, the additional PA day will be deemed a normal work day. CUPE members will be required to attend and perform duties as assigned. Notwithstanding these days may be designated as Sulp days.

PART B – LOCAL TERMS

PART B – LOCAL TERMS

ARTICLE L1 - PURPOSE

L1.01 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 L2 - RECOGNITION AND SCOPE

L2.01 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.

L2.02 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer in the bargaining unit defined above.

ARTICLE L3 - MANAGEMENT RIGHTS

L3.01 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 L4 - UNION SECURITY

L4.01 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.

L4.02 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.

L4.03 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 Board shall forward such deductions to the Secretary-Treasurer or designate, of the Local no later than the 15th of the month following the month in which the deductions were made. Such remittance shall be accompanied with an electronic list of the names, address, phone numbers, hours worked, wage rate, wages, status and classifications of all employees from whose wages the deductions have been made. The list shall also indicate the amount of dues deducted from each employee.

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.

L4.04 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.

L4.05 At the Board's scheduled new employee orientation session(s), and/or the KPR Information 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 L5 - NO STRIKES OR LOCK-OUTS

L5.01 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 L6 - REPRESENTATION

L6.01 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.

L6.02 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.

L6.03 a) The Union agrees that committee persons and stewards will have acquired seniority standing with the Employer prior to their appointment.

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

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

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

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

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

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

L6.04 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 L7 - EMPLOYEE DEFINITION

L7.01 Permanent Employees

Permanent employees are those who have obtained a permanent position and who have completed their probation period as defined in Article L7.02 above.

L7.02 Casual employees

- a) 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.
- b) 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 L8 – Seniority - See also Central Agreement C10.00
 - (ii) Article L10 - Layoff and Recall
 - (iii) Article L13 - Recognized Holidays
 - (iv) Article L14 - Leave of Absence
 - (v) Article L15 - Benefits
 - (vi) Article L16 - Vacation

- (vii) Article L17 - Sick Leave - See also Central Agreement C6.00
 - (viii) Article L18 - Retirement Gratuity
 - (ix) Pension Eligibility subject to OMERS Act and Regulation.
- c) Casual employees will be paid holiday pay if they qualify for a recognized holiday (in accordance with Article L12) 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.
 - d) Casual employees will be paid the lowest rate of pay for the job to which they are assigned as per Article L23.03.
 - e) Casual employees will be paid for four per cent (4%) vacation pay with each pay.
 - f) Casual employees will remain on the casual list from year to year until the employee requests removal in writing, or unless removed by the Employer for one of the following reasons:
 - Failure to accept work when contacted for an assignment on five (5) separate days within the school year when the employee has indicated that they are available to work.
 - Failure to answer when contacted by the dispatch system for a period of twenty (20) consecutive instructional days within the school year, without prior approval of the Human Resources Department.
 - Just cause
 - g) Casual employees who are unavailable for any period of time less than two (2) weeks are responsible for making themselves unavailable for that period of time. Periods of unavailability for more than two (2) weeks are subject to approval of the Human Resources Department.

ARTICLE L8 – SENIORITY

- L8.01 a) The seniority ranking in the last posted seniority list at the date of ratification will be deemed to be fixed and accurate. Employees will have thirty (30) days following ratification to dispute their placement on such list and request reconsideration of that placement through the Human Resources Department.

Effective ratification of this collective agreement, seniority for permanent employees will accrue annually with no loss of seniority as a result of leaves of absence, or non-working periods such as summer recess periods.

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.

Should a tie occur, the tie will be broken by lot conducted by the Human Resources 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 L7 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.

L8.02 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 and Article L9, Job Postings.

L8.03 Seniority List

- a) The seniority list for permanent employees will be compiled no later than April 1 and posted electronically on the Boards' internal webpage.
- b) The seniority list will include: name, date of hire, seniority in years and months expressed on the seniority list numerically to two (2) decimal places, location(s) and classification of each employee.
- c) Any disputes regarding placement on the seniority list should be brought to the attention of Human Resources Services, in writing, within thirty (30) days of the publication of the list. Thereafter, the seniority list will be deemed to be correct.

L8.04 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 L10.04 (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, through the posting process as per Article L9, returns to the bargaining unit within two (2) years 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.

L8.05 All employees will keep Human Resources Services informed of their current address and telephone number.

ARTICLE L9 - JOB POSTING

L9.01 Permanent job vacancies and new permanent positions that are created by the Employer will be posted on the internal webpage for a period of five (5) working days, unless otherwise agreed upon by the Union and the Employer.

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 using the Board's electronic application process. The employee must ensure that the application is received by Human Resources Services by 4:00 p.m. on the posting closing date.

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
4. Annual review of assignments

L9.02 Job postings for vacancies created following the spring staffing process will be posted for three (3) working days. Normally, no postings will occur between July 15 and August 15.

L9.03 Notwithstanding Article L9.02 above, in order to make all known EA/CYW and ECE positions that occur subsequent to the first day of school available to the membership, the parties agree to the following:

- a) There will be one (1) round of postings, on or before September 30, for newly allocated positions expected to continue to the end of the school year. Employees will only be eligible to apply if they have not posted into a permanent position within six (6) months, or the posting involves a promotion which is defined as either an increase in rate of pay or work hours, as outlined in Article L9.08.

- b) There will be one (1) round of postings in December for any newly allocated or permanently vacated positions of 30 hours or more that are expected to continue to the end of the school year. Employees will only be eligible to apply if they have not posted into a permanent position within six (6) months, or the posting involves a promotion which is defined as either an increase in rate of pay or work hours, as outlined in Article L9.08.
- c) Newly allocated or permanently vacated positions that occur after the December postings will be filled for the remainder of the school year as a temporary position by casual employees and posted as part of the spring staffing process, provided the position still exists.

L9.04 It is the employee's responsibility to check these systems for posted vacancies and, if the employee wishes to apply, to make formal application by the closing date.

L9.05 Method of Appointment

- a) In filling posted vacancies, in pay band 7 and above the position will be filled as follows:
 - When the position represents a lateral move (same classification) for the most senior applicant no interview is required and the applicant will be awarded the position, as long as the applicant is not under performance review at the time of the posting.
 - When the position is not a lateral move for the most senior applicant 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 a posted position is not filled by a permanent employee, casual employees who have made application to the posting, who hold at least the minimum requirements as set out on the posting will be considered prior to external applicants.

L9.06 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

L9.07

- 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 L9.05.

L9.08 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 or if the employee holds two, or more, part-time permanent positions and chooses to post into one (1) permanent position.

L9.09 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.)

L9.10 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.

- L9.11 A list of successful applicant(s) will be posted on the internal webpage within ten (10) working days of the selection of the successful applicant.
- L9.12 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.
- L9.13 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.

L9.14 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.

The first temporary posting in a chain will be open to all members of the bargaining unit.

The second posting in a chain will only be open to members of the bargaining unit where it is considered to be a promotional opportunity, change in classification, or increase in hours. Applicants will be considered in accordance with Article L9.05.

Further temporary vacancies need not be posted.

- c) NEW – Notwithstanding the above, unless otherwise agree to by the Board, employees are limited to one (1) move to a temporary position per school year under this Article.
- d) Where it is known that the employee will not return to work due to permanent disability, the position will be posted immediately.

- e) Should an employee whose position has been posted in accordance with (b) or d), above, or filled on a temporary basis, subsequently return to work within two (2) years of the first date of absence, they will be returned to their original position. After two (2) years the position will be posted as a permanent position and when the employee returns they will be given the first available position (without posting) for which the employee is qualified.
- f) 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.
- g) 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 L9.05 (Job Posting).
- h) 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.
- i) 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 L9.14 (a), shall not be eligible to apply for another temporary position.

L9.15 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.

L9.16 Notwithstanding all other provisions of this Article:

- a) any vacancies declared by the Employer after April 1 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 L10 - LAYOFF AND RECALL

L10.01 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.

L10.02**Notice of Lay-off:**

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

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

L10.03**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, child and youth worker or early childhood educator 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 any 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. The Board will endeavor to offer work to employees on layoff prior to casual employees when there are known temporary positions of more than one (1) month and where the qualifications, skills and abilities of the employee meet the requirements of the position.
- 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 L10.
 - 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.

L10.04

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 L9.05 (Job Posting).
- c) The Employer will notify the employee of recall opportunity by telephone. An employee will have twenty-four (24) hours to either accept or decline the recall opportunity.
- d) An employee on the recovery list may decline the right of recall and remain on the recovery list. The second decline for the most junior employee on the recovery list will result in loss of seniority as set out in Article L8.04.

- L10.05** 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.
- L10.06** Grievances concerning lay-off and recalls may be initiated at Step 3 of the Grievance Procedure.
- L10.07** 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.
- L10.08** **Redeployment**
- a) In the event of notice being given pursuant to Article L10.02, 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 L11 - HOURS OF WORK

L11.01 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.

L11.02 Paid Rest Periods

Employees working six (6) hours or more a day will be allowed two (2) fifteen (15) minute rest periods. Employees working three (3) hours and less than six (6) hours a day will be allowed one (1) fifteen (15) minute rest period.

L11.03 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.

L11.04 Notwithstanding L11.02 and L11.03 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.

L11.05 Employees will be entitled to work flexible hours in accordance with Board Policy which may be amended from time to time.

L11.06 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-Five (35) Hour Work Week

For classifications identified in Schedule B-2:

- (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, school year plus up to ten (10) days, or twelve (12) months per year. 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 for the purpose of professional development, prior to the start of the school year, in lieu of a scheduled Professional Development/Activity day as defined in the school year calendar. In such cases, the employee will be paid the employee's regular daily rate of pay.

It is understood that school year or 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 Christmas or mid-winter recess, the time so worked will be submitted on a time sheet.

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

For classifications 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 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.

L11.07 No employee will engage in other remunerative work which conflicts with the employee's availability or general efficiency for work.

ARTICLE L12 – OVERTIME

Please see also [Letter of Understanding #5 – Overtime Scheduling Guideline for Custodial and Maintenance Staff](#)

L12.01 Overtime work must be approved in advance by the Employer.

L12.02 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).

L12.03 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).

- L12.04** 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.
- L12.05** Overtime worked on a Saturday will be paid at the rate of time and one-half (1½ x).
- L12.06** Overtime worked on a Sunday will be paid at the rate of double time (2 x).
- L12.07** Overtime worked on a paid holiday will be paid at a rate of double time (2 x) for work performed.
- L12.08** Employees will not have their regular hours rescheduled to offset or equalize any overtime worked.
- L12.09** 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.
- L12.10** Notwithstanding L12.09 above, all overtime hours worked as a result of capital renovations or new school construction will be paid out to the employee at the time earned and not eligible to be banked.
- L12.11** 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.
- L12.12** 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.

L12.13 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 L13 - RECOGNIZED HOLIDAYS

L13.01 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.

L13.02 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.

L13.03 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.

L13.04 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.

- L13.05** 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.
- L13.06** 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 shutdown 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.
- L13.07** 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 L14 - LEAVE OF ABSENCE

L14.01 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.

L14.02 Leave of Absence Without Pay

See also [Central Agreement Letter of Understanding # 5](#).

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.

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

Please also see Central Agreement Letter of Understanding # 2.

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

Please see also Central Agreement C12.1.

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.

L14.03 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 Human Resources 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 Human Resource Services designate.

Leaves as specified in L13.03 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.

L14.04 Leave of Absence Paid by the Union

- a) Leave of Absence For Union Business
 - (i) Upon written request by the Union to the Human Resources 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 (i), (ii), and (iii) 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.

L14.05 Employee Self-Funded Leave

- a) 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 Human Resources designate 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 place 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 L16 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 Human Resources designate 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 Human Resources designate on the effective date of the layoff, but there will be no withdrawal charge as outlined in h) 1) above. In the event of layoff the Employer will calculate the lost benefits premium during the period of salary 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 L15 - BENEFITS

Please see also Central Agreement C5.00.

- L15.01** 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.
- L15.02** 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.
- L15.03** 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.
- L15.04** 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.

L15.05 Benefits provided under L15.04 (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.

L15.06 For employees who are regularly employed less than 24 hours per week, the employer will pay for employees who participate under L15.04 (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.

L15.07 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.

L15.08 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.

L15.09 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.

L15.10 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 L15.01, all employees will contribute to a maximum of \$20 annually, deducted at source.

ARTICLE L16 - VACATION

L16.01 Twelve Month Employees

- 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	Prorated vacation based on 1 year of service
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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 receive six (6) weeks' vacation per year with pay.

Employees will be paid their regular salary during vacation leave.

- b) 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) will be prorated to reflect time actually worked.
- c) For Classification on Schedule B"4" vacation will be paid on each pay according to the following formula: 2% per week of vacation entitlement.

L16.02 It is recognized that the Employer must ensure efficiency of operations in each department or school and in the system at any given time and most vacations will be taken during the months of July and August in accordance with Board policy.

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

L16.03 An employee terminating employment during the vacation year (July 1 to June 30) will receive vacation pay earned on a prorated basis.

L16.04 An employee who moves from a 12 month position to a 10 month position will receive vacation pay earned

L16.05 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.

L16.06 During pregnancy and parental leave vacation pay will be prorated.

L16.07 Employees who work less than full-time hours will be prorated.

L16.08 Employees who Work Less than Twelve (12) Months

Vacation for entitlement for employees who work less than twelve (12) months will be paid on each pay according to the following schedule.

Note: Percentages will be adjusted for employees eligible for salary continuance during Christmas and Mid –Winter Recess Periods in accordance with Article 10.06 (c).

Less than one (1) year of service as of July 1	4% of wages
After one (1) year of service as of July 1	4% of wages
After three (3) years of service as of July 1 (3 – 8 years)	6% of wages
After nine (9) years of service as of July 1 (9 – 15 years)	8% of wages
After sixteen (16) years of service as of July 1	10% of wages
+ 1 additional day per year or .4% per year thereafter until 21 yrs	
<u>16 yrs</u> <u>10%</u>	
<u>17 yrs</u> <u>10.4%</u>	
<u>18 yrs</u> <u>10.8%</u>	
<u>19 yrs</u> <u>11.2%</u>	
<u>20 yrs</u> <u>11.6%</u>	
<u>21 yrs</u> <u>12%</u>	

ARTICLE 17 - SICK LEAVE

Please see [Central Agreement C6.0](#)

L17.01 This article no longer applies. It is superseded by the language of the Central Language C6.0

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.

L17.02 This article no longer applies. It is superseded by the language of the Central Language C6.0

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.

L17.03 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.

L17.04 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.

L17.05 This article no longer applies. It is superseded by the language of the Central Language C6.0

On leaving the employ of the Employer an employee will receive a statement of their sick leave credit duly certified by the Employer.

L17.06 This article no longer applies. It is superseded by the language of the Central Language C6.0

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 L17.02, 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 L18 - RETIREMENT GRATUITY

This article is superseded by the Central Agreement Appendix B. This language is retained for the purposes of calculating Gratuity payout in accordance with the Central Agreement.

- L18.01** 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.
- L18.02** 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. Please see Central Agreement Letter of Understanding # 2.
- L18.03** The employee’s written notice of retirement will be directed to the Human Resources designate, with a copy to the employee’s immediate supervisor.
- L18.04** At time of retirement, subject to the provision of Articles L18.07 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 day
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)

- L18.05** 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)

L18.06 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.

L18.07

- 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 L19 - OCCUPATIONAL HEALTH AND SAFETY

L19.01 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.

L19.02 The Union will assist the Employer in carrying out any reasonable accident prevention programme.

L19.03 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.

L19.04 A Terms of Reference will be maintained by the Health and Safety Committee referred to in Article L19.03.

L19.05 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 occupational 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 L20 - WORKERS' COMPENSATION

Please see Central Agreement Letter of Understanding # 2.

L20.01 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.

L20.02 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).

L20.03 The Employer agrees to attach a letter from the Union to each WSIB Form 7 as forwarded to an employee.

L20.04 The Employer and the Union shall strike a Joint WSIB Committee comprised of equal numbers of Employer and Union representatives. This Committee shall meet annually. It shall be responsible for monitoring all claims. The Committee shall also be responsible for reviewing the modified work programme referred to in L20.01 enacted and amended from time to time by the parties. Agendas will be approved prior to the meeting date.

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

ARTICLE L21 - GENERAL

L21.01 Correspondence

a) All correspondence between the parties arising out of this Agreement or incidental thereto will be directed to the Human Resources designate 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.

L21.02

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 Human Resources designate. By mutual consent, the parties may agree to hold Labour-Management Committees by occupational group (custodial, maintenance, secretarial/clerical/technical, EA/CYW, ECE, and professional staff).
- b) Prior to each meeting an agenda will be prepared by the President of the Union and/or the Human Resources designate. Members of the

Committee(s) 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 Human Resources 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.

L21.03 Volunteers

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

L21.04 Bulletin Boards

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

L21.05 Use of Employer's Premises

The Employer agrees to co-operate with the Union with respect to meetings on the Employer's premises provided that no costs are incurred by the Employer. Request for use of the Employer's premises will be made following the Board's Community Use Protocols.

L21.06 Payment of Wages

- a) Payment of wages will be made biweekly, on Fridays, by direct deposit to the financial institution of the employee's choice.
- b) A Statement of Earnings and Deductions for each pay period will be available to employees through the Board's HR Online system.
- c) T4 slips will be available through the Board's HR Online system.
- d) 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.
- e) Article L20.07 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.
- f) 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.
- g) Any severance pay to which an employee is entitled will be paid out in accordance with the Employment Standards Act.

L21.07 Mileage Allowance

A mileage allowance, where such is incurred as a result of service requested by the supervisor or administration, or when an employee is employed at

more than one school in one (1) day at the Employer's request or direction, is to be paid according to Board Policy.

Maintenance 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.

L21.08 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.

L21.09 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 \$140 for the one time purchase of C.S.A. approved safety footwear each 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.

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.

L21.10 Social Work and 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 affect Attendance and Counselling Services staff the Employer and CUPE agree to meet and discuss the implications

L21.11 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.

L21.12 Job Security

Please also see Central Agreement Letter of Understanding # 3.

- 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.

L21.13 Proper Accommodation

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

ARTICLE L22 - GRIEVANCE PROCEDURE

L22.01 Definition

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

L22.02 It is the mutual desire of the parties that complaints of employees be resolved promptly.

L22.03 Employees who are covered by this agreement will be required to follow the procedures described in Article L22.06.

L22.04 The term “working days” will exclude Saturday, Sunday and recognized statutory holidays.

L22.05 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.

L22.06 Procedure

a) Step One - Complaint Stage

It is understood that an employee has no grievance until the complaint has first been discussed with the immediate supervisor. An employee having a complaint will discuss the matter with the employee’s immediate supervisor within seven (7) working days of the time the employee was made aware of an alleged infraction or omission. The employee will be

accompanied by a steward if the employee so desires. The employee's immediate supervisor will respond verbally to the complaint within five (5) working days. If the employee is unable to resolve the dispute, the employee may file a formal grievance at Step Two within five (5) working days of the receipt of the response of the immediate supervisor.

b) Step Two – Grievance

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

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

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

c) Step Three

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

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

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

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

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

L22.07 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.

L22.08 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.

L22.09 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.

L22.10 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 may be just and equitable.

L22.11 The employee will have the right to review the employee's personnel file by appointment with the Senior Employee and Labour Relations Consultant.

L22.12 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.

L22.13 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.

L22.14 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 L6.03 c).

L22.15 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 nature 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 L23 - CLASSIFICATION AND WAGE RATES

Wage rate increases will apply to Appendix D as follows:

L23.01

- 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	34.81
13	374-394	32.81
12b	363-373	30.81
12a	353-362	29.81
11b	343-352	28.81
11a	332-342	27.81
10b	321-331	26.81
10a	311-320	25.81
9	290-310	24.81
8	269-289	23.93
7	248-268	23.04
6	227-247	22.15
5	206-226	21.60
4	185-205	21.20
3	164-184	20.59
2	143-163	19.80
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 L23.02, 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.

L23.02 Market Value

The Board recognizes that market conditions may require an adjustment in salary for an identified classification. The decision to proceed with market value adjustments will be made when the Board is unable to fill positions at the current rate (e.g. have posted externally on more than one occasion), or experiences difficulty retaining employees in the position. In such circumstances, the board will determine and make, if necessary, the appropriate adjustment, in consultation with the Union. Any adjustment made will be reviewed by the Senior Manager, Human Resource

Services, annually and may be increased, decreased, unchanged or eliminated based on market conditions.

L23.03 Casual employees as described in Article L7.02 (d) will be paid ten percent (10%) less than the classification rate for the temporary position they are filling.

L23.04 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, 2011 - \$0.66

Shift bonus will apply to tractor operators on snow removal after midnight.

L23.05 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 L24 - JOINT JOB EVALUATION/PAY EQUITY COMMITTEE

L24.01 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 L25 - TECHNOLOGICAL CHANGE

L25.01 Definition

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

L25.02 Notice

When the Employer is considering the introduction of technological change as defined in Article L25.01, 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.

L25.03 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 L25.01, 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.

L25.04 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 L9.

ARTICLE L26 - TERM OF AGREEMENT

Please see also Central Agreement C3.1 Term of Agreement.

L26.01 This agreement will be for a term 1st day of September 2014 and ending the party gives notice in writing to the other not less than thirty (30) nor more 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 #1

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 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**



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



LETTER OF UNDERSTANDING #2

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 5555**

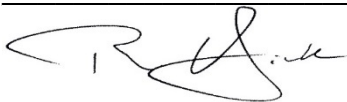
Committee Representation Outside Regular Working Hours

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 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**

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



LETTER OF UNDERSTANDING #3

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 5555**

**Reassignment of Educational Assistant/Child and Youth Workers and Early
Childhood Educators During the School Year**

The employer and the Union agree that criteria for reassignment of employees in the educational assistants, child and youth worker or early childhood educator 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 position for which they are qualified, unless another qualified employee elects to be reassigned on a voluntary basis.
2. The Board will endeavor to find a suitable assignment within the same associated school group and then within the same geographic area.
3. The Board will consider positions currently held by casual employees as possible options for reassignment.
4. The Board will consider 'budgeted hold back' positions that are now known as possible options for reassignment, prior to these positions being posted. If an employee accepts one of these positions they will be assigned on a temporary basis until the end of the school year. During the June staffing process the employee will be considered to be on layoff as outlined in Article L9. The position will be posted in the June staffing process, if it still exists.
5. 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.
6. Employees will be paid mileage according to Board Policy BA-4.6, Expenses and Reimbursement for Employees, if they are assigned to a work site outside of the geographical area of their original posting, or if the employee is employed at more than one school in one (1) day at the Employer's request or direction.
7. 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.

8. 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 a result of this agreement.

Dated at Peterborough, Ontario this 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**





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





LETTER OF UNDERSTANDING #4

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 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 L23 and the Terms of Reference in Appendix "A";

Whereas the current collective agreement provides for Classifications and Wage Rates in accordance with Article L22 and Appendix "D";

Whereas the current collective agreement under Article L22.02 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

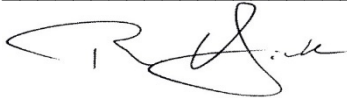
Maintenance I - Carpenter	\$0.64 per hour
Maintenance II - Preventative Maintenance	\$0.64 per hour
Maintenance III - Painter	\$0.64 per hour

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 a result of this agreement.

Dated at Peterborough, Ontario this 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**





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





LETTER OF UNDERSTANDING #5

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Overtime Scheduling Guideline for Custodial and Maintenance Staff

Whereas the Board and the Union are party to a collective agreement for the period September 1, 2014 to August 31, 2017;

The employer and the Union agree that Article 12 Overtime will be interpreted as follows:

1. 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.
2. The immediate supervisor, or designate, determines the employee with the least number of earned 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. All prescheduled overtime use for the period of Monday to Sunday will be scheduled per shift in order of occurrence.
3. Overtime will be scheduled one week in advance by the supervisor, or designate, were possible.
4. All overtime will be considered “scheduled overtime” and the employee responsible for the overtime will be charged with the Hours Earned whether they work or not. This does not apply to a “call in” after hours.

Definition of Hours Earned

Example:

- 5 hours worked on a Saturday (@ x 1.5) is equal to 7.5 hours earned
- 5 hours worked on a Sunday (@ x 2) is equal to 10 hours earned

5. In schools with more than one (1) custodian all overtime arising Monday-Friday, after the weekly schedule is set in schools, will be offered to all custodial staff at the school either in whole or in part, as determined and agreed to at the worksite. The employee(s) offered the overtime will be charged with the Hours Earned whether they work or not
6. One (1) consistent method of recording of overtime will be maintained at each worksite by the Supervisor, or designate. Once the overtime has been scheduled, the supervisor, or designate will post a hard copy of the schedule for all staff to see. If the schedule requires adjustments, it will be done in a consistent way and a hard copy of the revised schedule will be posted for all staff to see.
7. Once the schedule has been set, if an employee is not available for work they will be charged with the hours earned, and it will be recorded as a refusal on the electronic record.

The supervisor, or designate will then revisit the main record and in order of least hours earned to most hours earned, will contact the next employee and they will be offered the overtime work. If the employee is unable to perform the overtime duties they will not be charged the hours earned.

The employee accepting the overtime will be charged with the hours earned and it will be recorded in the main record as such. If this employee is unavailable for the overtime, after accepting it, the hours earned will be charged.

8. 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 to employee(s) working within the custodial supervisor area who are familiar with the location. Hours worked will be recorded on the employee's home school schedule as outlined in 9) below. (Custodial group only)
9. All employees who perform overtime work at a location other than their home locations(s), will be charged with those hours earned and recorded for the purposes of ensuring an equitable distribution of overtime, over the course of the contract year, at their home location.
10. 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.
11. Employees are not allowed to trade overtime assignments with other employees.

12. In the event that a permit is cancelled and the employee is notified the overtime is deemed to be cancelled, the main record will be adjusted on the following Monday by the supervisor, or designate. If the employee is not aware that the permit is cancelled and the employee arrives at the worksite, the employee will work and receive a minimum of three (3) hours paid in which case the electronic record will be adjusted to reflect the actual hours earned. **(Custodial group only)**

13. Eligibility

- a. Employees who are on a scheduled vacation, leave of absence, sick leave, banked time hours, personal days, will not be considered eligible for overtime scheduling and will not be charged.
- b. An employee who was previously scheduled for overtime and does not work or does not complete their regular shift immediately prior to the overtime hours is not eligible for overtime, but will be charged with the hours earned.
- c. Any employee who has been injured or on sick leave for more than 30 working days and returns to full duties will be averaged in for the next regular overtime schedule.
- d. Employees on modified work assignment may be eligible for overtime on a case by case basis as determined by their return to work plan. If employees are not eligible during a return to work the employee will be averaged in once it is deemed appropriate, based on medical documentation. Once eligible, the employee will be averaged in as in (c), above.

Notwithstanding the above for Maintenance Services:

1. Two (2) consistent methods of recording overtime will be maintained for all Maintenance staff by the Supervisor, or designate (one record per shop). Once the overtime has been scheduled, the supervisor, or designate will print out a hard copy of the schedule and post for all staff to see. If the schedule requires adjustments, it will be done on the main record and a hard copy of the revised schedule will be posted for all staff to see.
2. Trade specific overtime will be scheduled by trade specific staff, where applicable.

Dated at Peterborough, Ontario this 17th day of December 2016.

Kawartha Pine Ridge District School Board

The Canadian Union of Public Employees, Local 5555

Cathy Abrata

Ron Maguire

R. J. ...

R. Maguire

LETTER OF UNDERSTANDING #6

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Secretarial Workload

The Employer and the Union agree to jointly participate in a review of school secretarial workload through the Secretarial/Clerical Dialogue Committee (Labour Management).

The parties will meet no later than 60 days following ratification of this collective agreement. Recommendations resulting in changes to duties or workload will be implemented commencing with the 2016-2017 school year.

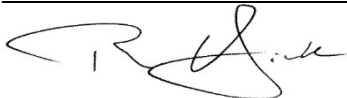

The review may include, but is not limited to:

- Centralization of tasks
- Restructuring
- Use of funds allocated to secretarial staffing and workload to offset any cost that would be incurred by the Board

Dated at Peterborough, Ontario this 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**

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



LETTER OF UNDERSTANDING #7

between

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(the "Board")**

and

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

Re: EA/CYW Staffing 2016-2017 School Year

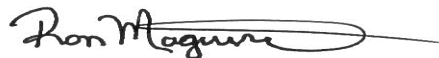
Whereas the parties agree that the EA/CYW staffing process is agreed to and outlined in Article L9.03;

The parties agree that for the 2016-2017 school year only, EA/CYW employees will be offered one (1) opportunity to request a voluntary layoff as part of the annual staffing process which will take place Spring 2016.

Dated at Peterborough, Ontario this 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**

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





LETTER OF UNDERSTANDING #8

between

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(the “Board”)**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 5555
(the “Union”)**

Re: Contracting In Custodial Services

WHEREAS the Board currently contracts out custodial services (“Contracted Services”) at six (6) schools;

AND WHEREAS the Board is committed to returning the Contracted Services to the bargaining unit during the term of this collective agreement (September 1, 2014 to August 31, 2017) conditional on certain cost savings being achieved;

AND WHEREAS the Union acknowledges that there is a cost that would be incurred by the Board when returning the Contracted Services to the bargaining unit;

THEREFORE the parties agree as follows:

- 1) The Board agrees to return the Contracted Services to the bargaining unit conditional on achieving the requirements set out in this Letter of Understanding.
- 2) The Contracted Services will be returned to the bargaining unit when the Board achieves sustained and sufficient cost reductions through increased operational efficiencies and other savings which can be applied toward the cost of returning the Contracted Services to the bargaining unit.
- 3) The cost reductions will be achieved through increased operational efficiencies, attrition, reduction of contractor services and/or the strategic use of other contracted services when doing so is feasible.
- 4) The calculation of cost reductions in Facilities Services shall first account for and be offset by any funding reductions in the Facilities Services budget.
- 5) Effective September 1, 2016 the Board will return Contracted Services at the Duke of Cambridge Public School to the bargaining unit.

- 6) The Contracted Services at the remaining schools will be returned to the bargaining unit as the conditions set out in Sections 1 to and including Section 4 are satisfied.
- 7) The Board and the Union agree to work cooperatively through Dialogue Committee(s), to find potential operational efficiencies, organizational shifts and other savings, as outlined in number (2) above.
- 8) Effective the date that all currently contracted-out schools are brought in-house, the following changes to the collective agreement will be implemented.

a) ARTICLE 11 – OVERTIME

11.09 Instead of cash payment for overtime approved by the employee’s immediate supervisor, a permanent employee may choose to bank overtime hours at the appropriate overtime rate to a maximum of fifty-six (56) hours per contract year (September – August) 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. It is understood that this time will be taken in the contract year between September 1 and August 31 and cannot accumulate from year to year.

Notwithstanding the above, if banked time remains in an employee’s account at August 31 the employee will have the time paid out.

b) Appendix D –

New employees hired as permanent qualified Registered Early Childhood Educators will be placed according to the grid below:

Supply, Letter of Permission	\$18.54/hour
Qualified 0 years experience	\$20.09/hour
Qualified 1 year experience	\$21.63/hour
Qualified 2 year experience	\$23.18/hour
Qualified 3 year experience	\$24.72/hour
Qualified 4 year experience	\$26.27/hour

Dated at Peterborough, Ontario this 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**

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







LETTER OF UNDERSTANDING #9

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Maintenance/Trades Review

The Employer and the Union agree to work cooperatively to review the Maintenance/Trades functions through the Maintenance Dialogue Committee (Labour Management).

The parties will meet no later than 60 days following ratification of this collective agreement.

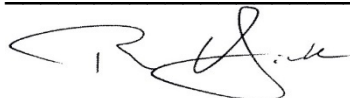

The review may include, but is not limited to:

- Centralization of tasks
- Restructuring
- Job Description Review
- Re-evaluation of job descriptions through the Job Evaluation Committee

Dated at Peterborough, Ontario this 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**

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





LETTER OF UNDERSTANDING #10

between

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(the "Board")**

and

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

Re: 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.

The parties agree that no action will be taken on this letter provided that CUPE does not opt out of the Benefits Trust.

Dated at Peterborough, Ontario this 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**

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



LETTER OF UNDERSTANDING #11

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Probation Period – Custodial Weekend Workers

Whereas the Board and the Union are party to a collective agreement for the period September 1, 2014 to August 31, 2016;

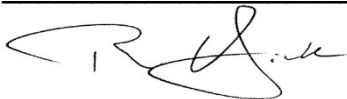
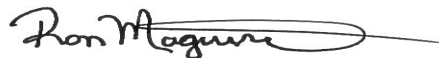
Whereas Article 7.02 Probation Time states: New employees will serve a probationary period of sixty (60) days worked before acquiring seniority rights, which will then date back to their last date of hire. During the probationary period, the employee will enjoy all the rights and privileges under this Collective Agreement with the exception of the just cause provisions and Article 8, Job Postings.

The employer and the Union agree that the probation time for the custodial weekend workers will be three (3) months following the date of hire into their permanent position. This will be retro-active to any current weekend worker who has not finished their probationary period.

Dated at Peterborough, Ontario this 17th day of December 2016.

**Kawartha Pine Ridge District School
Board**

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



Memorandum of Agreement #12

Between

Kawartha Pine Ridge District School Board

And

The Canadian Union of Public Employees and its Local 5555

Vacation pay for Employees who work less than twelve (12) months – Art. L16.08

Whereas the Board and the Union are party to a collective agreement for the period September 1, 2014 to August 31, 2017;

And whereas Article 16.08 states: Vacation for entitlement for employees who work less than twelve (12) months will be paid on each pay according to the following schedule.

Note: Percentages will be adjusted for employees eligible for salary continuance during Christmas and Mid-Winter Recess Periods in accordance with art. L10.06 c).

Less than one (1) year of service as of July 1	4% of wages
After one (1) year of service as of July 1	4% of wages
After three (3) years of service as of July 1 (3 – 8 years)	6% of wages
After nine (9) years of service as of July 1 (9 – 15 years)	8% of wages
After sixteen (16) years of service as of July 1	10% of wages
+ 1 additional day per year or .4% per year thereafter until 21 yrs	
<u>16 yrs</u> 10%	
<u>17 yrs</u> 10.4%	
<u>18 yrs</u> 10.8%	
<u>19 yrs</u> 11.2%	
<u>20 yrs</u> 11.6%	
<u>21 yrs</u> 12%	

The Board and the Union agree that a set number of days, will be counted for salary continuance; three (3) days for the Christmas Recess Period and five (5) days for the Mid-Winter Recess Period, for a total of eight (8) days.

The vacation percentage as listed in the table above will be recalculated to reflect the eight (8) day salary continuance. The adjusted percentages are listed in the table below.

For employees with less than one (1) year seniority, salary continuance will be paid proportionate to their vacation earned.

Clerical vacation - 10 month

	Days vacation	260 days %	216 days	days of vac	less 8 shifts	Percent Added
1 yr	10	4%	0.830769	8.31	0.31	0.14%
3 yr	15	6.00%	0.830769	12.46	4.46	2.07%
9 yr	20	8.00%	0.830769	16.62	8.62	3.99%
16 yr	25	10.00%	0.830769	20.77	12.77	5.91%
17 yr	26	10.40%	0.830769	21.6	13.60	6.30%
18 yr	27	10.80%	0.830769	22.43	14.43	6.68%
19 yr	28	11.20%	0.830769	23.26	15.26	7.07%
20 yr	29	11.60%	0.830769	24.09	16.09	7.45%
21 yr	30	12.00%	0.830769	24.92	16.92	7.83%


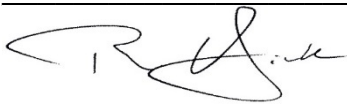
EA/CYW and ECE Vacation

	Days vacation	260 days %	206 days	days of vac	less 8 shifts	Percent Added
1 yr	10	4%	0.792308	7.92	-0.08	0.00%
3 yr	15	6.00%	0.792308	11.88	3.88	1.89%
9 yr	20	8.00%	0.792308	15.85	7.85	3.81%
16 yr	25	10.00%	0.792308	19.81	11.81	5.73%
17 yr	26	10.40%	0.792308	20.6	12.60	6.12%
18 yr	27	10.80%	0.792308	21.39	13.39	6.50%
19 yr	28	11.20%	0.792308	22.18	14.18	6.89%
20 yr	29	11.60%	0.792308	22.98	14.98	7.27%
21 yr	30	12.00%	0.792308	23.77	15.77	7.65%

Dated at Peterborough, Ontario this 17th day of December 2016.

**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 of the J.J.E.S.C. is:
- a) To review 'Requests for Reconsideration' of evaluation decisions;
 - b) To complete sore-thumbing process;
 - c) To ensure the completion of the 'Review of Decision form';
 - d) To oversee maintenance of the job evaluation system;
 - e) To maintain the integrity of the program; and
 - f) To forward recommendations to the Negotiating committee as per Article 6 herein.
- 2.2 The J.J.E.C. will consist of a maximum of three (3) representatives from the employer and a maximum of three (3) representatives from the local union, and the Co-Chairs. A quorum shall consist of five (5) comprising of three (3) from the local union and two (2) from the employer. The mandate of the J.J.E.C. is:
- a) To evaluate all the jobs forwarded by the J.J.E.S.C. using the job evaluation tool;
 - b) To record job evaluation results and rationale; and
 - c) To recommend to the J.J.E.S.C. changes to the job evaluation program, its procedures or methods, as may be deemed necessary from time to time.
- 2.3 The employer and the union shall each designate one of its members to act as Co-chairperson of the J.J.E.S.C. and the J.J.E.C. The Co-chairpersons are responsible to:
- a) Schedule regular Committee meetings;
 - b) Establish the agenda for meetings; and
 - c) Chair the meetings.
- 2.4 Each party may appoint trained alternate representatives. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.

- 2.5 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 to Human Resources. The J.J.E.S.C. shall receive copies of the submission. If the J.J.E.S.C. determines that there are substantial changes to the job duties they will request that the incumbent complete a Job Analysis Questionnaire which will be forwarded to the J.J.E.C. following the review and approval of the supervisor and superintendent. Where further information is required by the J.J.E.S.C., consultation will take place with the incumbent and supervisor. 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.

- 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 J.J.E.C. requires clarification of the Job Evaluation Analysis Questionnaire, interviews shall be held with incumbents and supervisors.
- d) 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 provided that the job evaluation questionnaire is completed and received in HR within 30 working days. If the questionnaire is received after 30 working days the adjustment will be made effective the date the questionnaire is received in the HR 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 (2) advisors appointed pursuant to Article 5.2, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise, in writing, the union and the employer of this fact, within fifteen (15) working days.
- 5.3 Either party may, by written notice to the other party, refer the dispute to either the Pay Equity Commission (in case of female dominated jobs only) or a single arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an arbitrator.
- 5.4 The arbitrator or pay equity commission shall decide the matter upon which the J.J.E.S.C. has been unable to agree and his/her decision shall be final and binding on the J.J.E.S.C., the employer, the union and all affected employees. The arbitrator or pay equity commission shall be bound by these Terms of Reference and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the arbitrator or pay equity commission shall be limited to the matter in dispute, as submitted by the parties.

- 5.5 The employer and the union shall be the parties to the hearing and shall have the right to present evidence and argument concerning the matter in dispute. The arbitrator or pay equity commission shall have the powers of an arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other person(s) to present evidence, as deemed necessary by the arbitrator or pay equity commission.
- 5.6 The arbitrators' fees and expenses shall be borne equally between the parties.
- 5.7 The time limits contained in this article may be extended by mutual agreement of the parties.

ARTICLE 6 - 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/Analyst
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 Supervisor
Senior Buyer
Senior Employee and Labour Relations Consultant
Senior Manager
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>	

APPENDIX D

Banding Description		Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
Band 14 (Points: 395-415)		34.81	35.16	35.33
Senior Board Counsellor				
Senior Psychological Specialist				
Senior Speech & Language Pathologist				
Band 13 (Points: 374-394)		32.81	33.14	33.30
Speech & Language Pathologist				
School Psychologists/Psychological Associate				
Band 12 B (Points: 363-373)		30.81	31.12	31.27
Board Counsellor				
Band 12 A (Points: 353-362)		29.81	30.11	30.26
Applied Behaviour Analysis Co-Ordinator				
Psycho Educational Clinician				
Band 11 B (Points: 343-352)		28.81	29.10	29.24
Technical Services Specialist – Project Lead				
Band 11 A (Points: 332-342)		27.81	28.09	28.23
Admin Software Services – Project Lead				
Special Education Technology Support – Project Lead				
Band 10 B (Points: 321-331)		26.81	27.08	27.21
Special Education Support Staff Assistant				
Band 10 A (Points 311-320)		25.81	26.07	26.20
Behaviour Support Assistant				
Corporate Application Support Specialist				

Banding Description		Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
Maintenance I (HVAC)				
Naturalist				
Youth Counsellor				
Technical Application Support Specialist				
Band 9 (Points: 290-310)		24.81	25.06	25.18
Education Assistant –Specialist - CYW				
Educational Interpreter				
Early Childhood Educator				
Learning Support Assistant				
Maintenance I (Electrician)				
Maintenance I - Burner Mechanic				
Student Retention Counsellor				
Student Retention Counsellor – Champion for Youth				
Technical Services Specialist				
Band 8 (Points: 269-289)		23.93	24.17	24.29
Communicative Disorders Assistant				
Community Use of Schools Co-Ordinator				
Education Assistant – Health				
Education Assistant - Braillist				
Education Assistant - Sign				
eLearning Registrar				
Elementary Secretary I				

Banding Description		Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
Graphics Design Specialist				
Head Custodian Secondary I				
Head Custodian Secondary II				
Head Custodian Secondary III				
Instructional Technology Support Trainer				
Maintenance I - Refrigeration Mechanic				
Maintenance I - Control Technician				
Maintenance I – Plumber				
Route Planning Specialist				
Secondary School Head Secretary				
Special Education Technology Trainer				
Band 7 (Points: 248-268)		23.04	23.27	23.39
Assistant Head Custodian				
Brookside Senior Secretary				
Buyer				
CIS Senior Secretary				
Client Services/Analyst Trainer				
Educational Assistant				
Elementary Secretary II				
Head Custodian Elementary I				
Head Custodian Elementary II				
ICT Liaison				

Banding Description		Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
Information Communication Specialist				
Library Information Technician				
Maintenance I - Carpenter				
Maintenance II – Maintenance Systems Technician				
Maintenance II – Preventative Maintenance				
Payroll Clerk				
School Business Operations Assistant				
Secondary School Secretary I				
Secretary to Principal Special Services				
Senior Print Centre Operator				
Senior Secretary Teaching and Learning				
Senior Secretary Facilities Services				
Summer School Head Secretary				
Band 6 (Points: 227-247)		22.15	22.37	22.48
Benefits Clerk				
Custodian II				
Custodian III				
Deaf/Blind Intervener				
Finance Clerk				
Head Custodian Elementary III				
Leadership, Staff & Organizational Department Secretary				

Banding Description		Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
Maintenance III – Painter				
Professional Services Secretary				
SmartFind/Absence Operator				
Special Education Program Support Assistant				
Special Equipment Technician				
Volunteer Co-Ordinator - Champions for Youth				
Band 5 (Points: 206-226)		21.60	21.82	21.93
CIS Secretary				
Facilities Services Secretary				
Facilities Services Area Shop Secretary				
Maintenance II – Locksmith				
Operations Secretary				
Receptionist / Board Office				
Route Planner				
Secondary School Secretary II				
Secretary Student Success				
Shipper Receiver Clerk				
Student Data/Mapping Analyst				
Band 4 (Points: 185-205)		21.20	21.41	21.52
Accounts Payable Clerk				
Assistant Special Education Secretary				
Assistant Secretary School Effectiveness Framework				

Banding Description		Sept 1, 2015	Sept 1, 2016	Feb 1, 2017
Communications/Web Support Secretary				
Custodian I (including Rover)				
Elementary Secretary III				
Library Technical Assistant				
Maintenance IV				
Teaching and Learning Assistant Secretary				
Transportation Department Secretary				
Band 3 (Points: 164-184)		20.59	20.80	20.90
Library Circulation Clerk				
Print Centre Operator				
Summer School Secretary				
Band 2 (Points: 122 – 163)		19.80	20.00	20.20

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 be red circled until the appropriate classification rate meets or exceeds their current rate. Incumbents in these classifications will receive a lump sum payment equal to the percentage adjustments provided for in each year of the collective agreement as provided in the Memorandum of Settlement between the CUPE and the Council of Trustees Associations and Agreed to by the Crown. Any new hires to this classification will be paid at the appropriate pay band rate as listed in Appendix D above.

Technical Services Specialist Project Lead	\$32.80
Admin Software Services Project Lead	\$32.80
Special Education Technology Support Project Lead	\$32.80
Naturalist	\$31.13
Maintenance I (HVAC)	\$31.13
Behaviour Support Assistant	\$31.13
Special Education Support Staff Assistant	\$31.13
ABA Coordinator	\$38.51
Corporate Application Support	\$31.13
Technical Application Support	\$31.13

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.

Maintenance I (Carpenter)				
Maintenance II (Preventative Maintenance)				

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
Accounts Payable Clerk
Admin Software Services – Project Lead
Applied Behaviour Analysis Co-Ordinator
Area Shop Secretary
Assistant Library Technician
Assistant Secretary Student Success
Asst. Secretary School Effectiveness Framework
Assistant Special Education Secretary
Behaviour Support Assistant
Benefits Clerk
Brookside Senior Secretary
Buyer
Champions for Youth Program Assistant
CIS Secretary
CIS Senior Secretary
Client Services/Analyst Trainer
Communicative Disorders Assistant
Communications/Web Support Secretary

Community Use of Schools Co-Ordinator
Computer Services Secretary
Corporate Application Support Specialist
Deaf/Blind Intervenor
Early Childhood Educator
Education Assistant
Education Assistant - LLS (Learning Life Skills)
Education Assistant - Specialist – CYW
Education Assistant – Specialist (Brailist)
Education Assistant - Specialist (Sign)
Education Assistant - Specialist (Health)
Facilities Service Secretary
Finance Clerk
Graphic Design Specialist
ICT Liaison
Information Communication Specialist
Instructional Technology Support Trainer
Junior Buyer
Leadership, Staff and Organization Development Assistant
Learning Support Assistant
Library Circulation Clerk
Library Information Technician
Library Technician Assistant

Naturalist
Operations Secretary
Payroll Clerk
Planning GIS Technician
Print Centre Operator
Professional Services Secretary
Purchasing Clerk
Receptionist
Rentals Clerk
Route Planner Specialist
School Business Operations Clerk
Secondary School Head Secretary
Secondary School Secretary I
Secondary School Secretary II
Secretary to Principal Special Services
Smartfind/Absence Operator
Senior Print Centre Operator
Senior Secretary Facilities Services
Senior Secretary Teaching and Learning
Special Education Support Staff Assistant
Special Education Technology Support – Project Lead
Special Equipment Technician
Special Services Secretary

Student Data Analyst
Student Retention Counsellor
Summer School Head Secretary
Summer School Secretary
Technical Application Support Specialist
Technical Services Specialist
Technical Services Specialist-Project Lead
Volunteer Co-ordinator - Champions for Youth

Schedule "B3"

Current 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 car 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

17th day of December, 2016

Between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

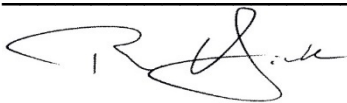
LOCAL 5555

and

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

**Kawartha Pine Ridge District School
Board**





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

