

**Memorandum of Settlement  
(LOCAL ISSUES)  
Between  
Kawartha Pine Ridge District School Board  
And  
The Canadian Union of Public Employees  
and its Local 5555**

1. The parties herein agree to the terms of this Memorandum as constituting settlement of Local issues in dispute between the parties for the renewal Collective Agreement.
2. The undersigned representatives of the parties do hereby agree to recommend the ratification of all the terms of this Memorandum of Settlement to their respective parties.
3. The parties herein agree that the said Memorandum of Settlement shall include:
  - the terms of the previous collective agreement which expired on August 31, 2012;
  - Appendix "A" - locally agreed to amendments
4. The parties herein agree that the term of the Collective Agreement shall be from September 1, 2012 to August 31, 2014.

Dated at Peterborough this 10<sup>th</sup> day of January, 2013.

For the Union:

Anne Postill

Don Postar

Lisa Potter

Lise Bannier

For the Employer:

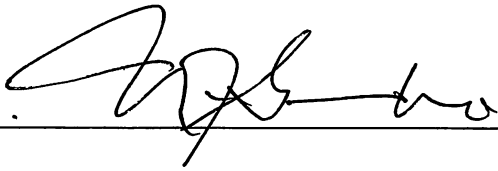
[Signature]

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D. Lynn Andrews PhD Class. 

833 G. Zell

Jennifer Hodgson




Jordan

S. M. Jones

Laura Luccola







# APPENDIX "A"

## Locally Agreed to Amendments

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Tentatively Agreed to Items Between Revised  
The Kawartha Pine Ridge District School Board  
And  
CUPE 5555  
January 10, 2013

**ARTICLE 4 - UNION SECURITY**

- 4.05 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.

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DH  
JH

## ARTICLE 8 – JOB POSTINGS

- 8.09 Employees are limited to one (1) move to a permanent position in a six (6) month period under this Article unless it involves a promotion which is defined as either an increase in rate of pay or work hours or if the employee holds two, or more, part-time permanent positions and chooses to post into one (1) permanent position.
- 8.12 A list of successful applicant(s) will be posted on the Board's intranet and/or the internal email/ conference system within ten (10) working days of the selection of the successful applicant.

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## ARTICLE 10 - HOURS OF WORK

### 10.02 Paid Rest Periods

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

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DN  
PP

Tentatively Agreed to Items Between  
Kawartha Pine Ridge District School Board

And

CUPE 5555

AMEND TO READ 10.06 b)

b) Thirty Five (305) 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 (305) hours per week, Monday to Friday, inclusive. ~~In certain special circumstances determined by the Employer, e.g., for student needs, or for Brookside Secondary School, the regular hours may be increased above thirty (30), but in no case will such weekly hours exceed thirty five (35).~~
- (ii) The working year will be the school year as provided in the *Education Act*, as amended from time to time, less the days ~~designated as Professional Development/Activity days and non-instructional days.~~ The working year for employees assigned to junior and senior kindergartens, and to Brookside Secondary School, will be as determined by the Employer.

~~Effective September 1, 2011:~~

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

- ~~(i) The working year will be the school year as provided in the *Education Act*, as amended from time to time. The working year for employees assigned to junior and senior kindergartens, and to Brookside Secondary School, will be as determined by the Employer.~~

~~Notwithstanding the working year as defined above, the Employer may require an employee to work on a Professional Development/Activity day for the purpose of professional development. In such cases, the employee will be paid the employee's regular daily rate of pay.~~

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

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

**Remaining 10.06 status quo**

Dated at Peterborough, Ontario, this 10<sup>th</sup> day of January, 2013

For the Union

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For the Employer

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**LETTER OF UNDERSTANDING**

**between**

**KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD**

**and**

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

**VACATION PAY OUT – LESS THAN 12 MONTH EMPLOYEES**

The Employer and the Union agree as follows;

1. A Joint Labour Management Committee will be struck to discuss options for vacation pay out for less than 12 month employees.
2. This Committee will meet within ninety (90) days of the signing of this LOU

**Dated at Peterborough, Ontario this 10th day of January 2013.**

**For the Union**

**For the Employer**

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*Handwritten initials and signatures:*  
K  
C  
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**ARTICLE 21 - GRIEVANCE PROCEDURE**

**The parties agree to change all references to Senior Employee and Labour Relations Consultant to Human Resources Designate in Article 21.06, 21.07 and 21.11.**

W  
LH  
J

Tentatively Agreed to Items Between  
Kawartha Pine Ridge District School Board

And

CUPE 5555

**AMEND TO READ**

9.03

Role of Seniority:

a) Layoffs will be implemented on the next occurring natural break in the school session (i.e. Christmas Break, end of term, mid-winter break, etc.) However, there will be no layoff of employees in the education assistant, or child and youth worker 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 length of service. An employee about to be laid off may opt to accept the layoff or opt to retire, if eligible, take an open position, bump an employee with less seniority, providing the employee exercising the right to bump is qualified to perform the work of the employee with less seniority and provided further that such employee can perform said work with orientation.

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

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

c) New employees will not be hired until those laid off have been given the opportunity of recall provided that those being recalled are qualified and able to perform the duties of the positions available.

d) It is understood and agreed that, for employees who are normally employed less than twelve (12) months, non working times during the mid-winter, summer, or Christmas breaks, on ~~teacher~~ 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.

f) No permanent employees will be laid off by virtue of any or all of the work being assigned to persons paid or unpaid who are not in the bargaining unit.



g) In the event that the permanent position held by the Union President is made redundant, the Union President will:

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

Dated at Peterborough, Ontario, this 10<sup>th</sup> day of January, 2013

For the Union

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For the Employer

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JK

# LETTER OF UNDERSTANDING

between

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD**

and

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

## Hours of Work – 10.06 (a)

Whereas the employer has an obligation as a public employer to be fiscally responsible and efficient in its operations; and

Whereas the employer has a commitment to fostering a culture of respect and collaborative problem solving with the Union.

The Employer and the Union agree as follows;

1. From the date of this L.O.U until August 31, 2014 the employer will not change the normal hours of work for any permanent employee(s) to include Saturdays or Sundays.
2. A Joint Labour Management Committee consisting of four (4) representatives of the Employer, and four (4) representatives of the Union, will be struck to discuss custodial overtime and hours of work.
3. This Committee will meet monthly or as agreed otherwise by the committee beginning January 2013 to June 1, 2013.
4. i) if at any time the Employer introduces any shift(s) and/or positions other than Monday to Friday at any work locations;
  - ii) there will be no reduction of any Monday to Friday positions at those same locations;
  - iii) there will be no reduction of hours to any Monday to Friday positions at those same locations



5. At any time, following any introduction of any shift(s) and/or positions as referenced in 4i) above, and the employer deems it necessary to reduce any hours of work at those same locations;

- i) the employer shall first reduce the hours of the shift(s) and/or positions referenced in 4i) above;
- ii) for clarity, no Monday to Friday position shall be eliminated or have hours reduced at any work location that a shift(s) and/or position as referenced in 4i) above is in place, except in the event of school closures, staff movement and/or attrition at those same locations

**Dated at Peterborough, Ontario this 10th day of January 2013.**

**Kawartha Pine Ridge District School Board**

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

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