

Local Tentative Agreement Summary

Between

The Kawartha Pine Ridge District School Board

And

The Canadian Union of Public Employees and its Local # 5555

November 19 / 2015

ARTICLE 4 - UNION SECURITY

4.03 During the term of this Agreement, the Employer agrees to deduct from each employee covered by this Agreement the dues and/or assessments as designated by the Union. Such deductions will commence immediately upon employment.

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

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

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.

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

ARTICLE XX EMPLOYEE DEFINITION (Renumber Articles as Required)

XX.01 Permanent Employees

Permanent employees are those who have obtained a permanent position and who have completed their probation period as defined in Article 7.02 above.

XX.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 7 – Seniority
 - (ii) Article 9 - Layoff and Recall
 - (iii) Article 12 - Recognized Holidays
 - (iv) Article 13 - Leave of Absence
 - (v) Article 14 - Benefits
 - (vi) Article 15 - Vacation
 - (vii) Article 16 - Sick Leave
 - (viii) Article 17 - Retirement Gratuity
 - (ix) Pension Eligibility subject to OMERS Act and Regulation.

- c) Casual employees will be paid holiday pay if they qualify for a recognized holiday (in accordance with Article 12) by working their scheduled shift before and after the recognized holiday, and further provided that they work not less than ten (10) days in the thirty (30) working day period prior to the recognized holiday.

- d) Casual employees will be paid the lowest rate of pay for the job to which they are assigned as per Article 22.03.

- 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 7 – SENIORITY

- 7.01 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. ~~An employee will accumulate seniority in any month in which the employee works and during the summer recess period.~~

Should a tie occur, the tie will be broken by lot conducted by the Superintendent of Human Resources, or designate, and the President of CUPE Local 5555, or designate. Such ties, shall be determined and broken at the point at which an employee is hired to a permanent position. It is understood that ties will only be broken once and the most recent

hire(s) will be placed on the seniority list junior to any existing employee(s) on the list with the same seniority date in order of their lot.

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

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

7.02 Probation Period

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

~~7.04 Seniority will not accrue from the first day of the leave during unpaid leave of absence for a period of excess of thirty (30) working days. Neither "calendar days" nor "working days" will be used in the calculation of deductions from seniority for leaves of absence. For example, for a three (3) month leave of absence without pay, the "Seniority Date" will be moved ahead three (3) months, and the "Seniority Years" adjusted accordingly. Seniority will continue to accrue during a layoff period.~~

7.05 Seniority List

- a) The seniority list for permanent employees will be compiled **monthly no later than April 1** and posted electronically on the Boards' internal e-mail ~~and conference site no later than the 15th of the following month.~~
- b) The seniority list will include: name, date of hire, seniority in years and months expressed on the seniority list numerically to two (2) decimals places, location(s) and classification of each employee.
- c) Any disputes regarding placement on the seniority list should be brought to the attention of ~~the~~ Human Resources Services Department, in writing, within thirty (30) days of the publication of the list. Thereafter, the seniority list will be deemed to be correct.

7.06 Loss of Seniority

- a) Seniority, once established for an employee, will be forfeited under the following conditions and the employee's employment with the Employer will be deemed to be terminated:
- (i) if the employee voluntarily quits, including resignation or retirement;
 - (ii) if the employee is discharged for any cause and not reinstated through the grievance procedure;
 - (iii) if the employee declines the right of recall twice as set out in Article 9.04 (d);
 - (iv) if the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
 - (v) if twenty-four (24) months have elapsed from the day of lay-off;
 - (vi) if the employee is absent from work for more than three (3) working days without notifying the Employer.
- b) An employee who leaves the bargaining unit for a permanent non-bargaining unit position with the Employer forfeits all rights and privileges of the Collective Agreement. However, any such employee who, **through the posting process as per Article 8**, returns to the bargaining unit within ~~six (6) months~~ **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.

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

ARTICLE 8 - JOB POSTING

8.01 Permanent job vacancies and new permanent positions that are created by the Employer will be posted on the internal email/conference system for a period of five (5) working days, **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** in writing. The employee must ensure that the application is received by the Human Resources Services Department by 4:00 p.m. on the posting closing date. ~~Such application may be delivered in person, by mail, email or by facsimile.~~

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

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

1. Balancing student need and staff strengths
2. Minimize travel where possible
3. Consultation with the staff
4. **Annual review of assignments**

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

8.03 Job postings for vacancies created **following the Spring Staffing Process** ~~during the summer recess (July and August), will be posted for three (3) five (5) working days with a closing date of July 17th, August 12th, or after the start of the new school year in September. Normally no postings will occur between July 15 and August 15.~~

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

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

- 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 8.09.
- 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 8.09.
- 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.

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

- a) ~~No later than 11:00 am on the Monday preceding Labour Day, all known EA/CYW positions will be posted using the Board's electronic application process electronically on the Board's website and/or electronic email/conference system with a closing date of midnight on the Wednesday preceding Labour Day.~~
- b) ~~Qualified EA/CYWs must apply by email indicating:
 - ~~— job posting numbers in order of preference~~
 - ~~— contact information including phone and/or email address, for notification in the event they are the successful applicant to the position~~~~
- c) ~~In filling these vacancies the Employer will appoint the qualified applicants in order of seniority.~~
- d) ~~Only successful applicants will be notified by phone or electronically as indicated on the application.~~

e) ~~Subsequent positions will be filled on a temporary basis and will be posted in accordance with the posting process prior to the commencement of the next school year, provided that the position still exists.~~

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

8.06 Method of Appointment

a) In filling posted vacancies, in pay band 7 and above **the 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 the position is not filled by a permanent employee as a result of the posting the Employer reserves the right to hire.~~

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.

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 **email/conference system** within ten (10) working days of the selection of the successful applicant.

8:15 Temporary Positions

- a) Any position which is vacant because of illness, accident, vacation, leave of absences, temporary transfer or promotion and/or temporary positions of less than ninety (90) working days will not be deemed to be vacant for the purpose of posting.
- b) Where it is known that the above temporary vacancies/positions will exceed ninety (90) working days, the position will be posted as a temporary position at the time the leave commences.

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 will be considered in accordance with Article 8.05.

Further temporary vacancies need not be posted.

- c) **NEW – Notwithstanding the above, unless otherwise agreed to by the Board, employees are limited to one (1) moves 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 c), above, **or filled on a temporary basis,** subsequently return to work within two (2) years **of the first date of absence** ~~after the date on which the temporary position was filled and when medically cleared to return to work,~~ they will be returned to their original position. After two (2) years the position will be posted as a **regular 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 8.06 (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 8.15(a), shall not be eligible to apply for another temporary position.

8:17 Notwithstanding all other provisions of this Article:

- a) ~~any vacancies in educational assistants, child and youth workers declared by the Employer during the school year will be filled on a temporary basis and posted in accordance with the posting process prior to the commencement of the next school year, provided that the position still exists.~~
- b) any vacancies in ~~classifications other than educational assistants and child and youth workers~~, declared by the Employer after ~~May 30~~ **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 9 - LAYOFF AND RECALL

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

9.04 Recovery List

- a) The Employer will maintain and provide to the Union, monthly, a Recovery List, which will show, in order of seniority, all employees who have been laid off in the previous twenty-four (24) month period.
- b) No new employee will be hired until those on the Recovery List have been given an opportunity for re-employment by job posting, provided that they are qualified to do the work as determined by the criteria set out in Article 8.06 (Job Posting).
- c) The Employer will notify the employee of recall opportunity by **telephone personal contact. An employee will have twenty-four (24) hours to either accept or decline the recall opportunity.** ~~Failing that, the employee will be notified of the recall opportunity by registered mail, addressed to the last address on record with the Employer, with a copy to the Union. An employee receiving a registered letter in accordance with the Article will contact the Human Resources Department within forty-eight (48) hours of receipt of the notice to return to work if the employee wishes the Employer to hold the job open for the employee for a full seven (7) day period.~~
- d) ~~An employee on the recover list may decline the right of recall once 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 7.06.~~

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 7.06.

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

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

10.06 a) Forty (40) Hour Work Week

For classifications identified in Schedule B-1:

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

b) ~~Thirty Five (35) Hour Work Week~~

~~For classification identified in Schedule B-2~~

~~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, less 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.~~

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

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

c) Thirty-Five (35) Hour Work Week

For classifications identified in Schedule B-2 and ~~Schedule B-3:~~

- (i) The normal hours of work for a full-time position will be thirty-five (35) hours per week, Monday to Friday, inclusive.
- (ii) The work year will be either the school year, **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** ~~these periods~~, the time so worked will be submitted on a time sheet.

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

For classifications identified in Schedule B-4 **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.
- (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.

ARTICLE 11 – OVERTIME

11.09 – Status Quo – Pending completion of LOU, Contracting in of Custodial Services

11.xx Notwithstanding 11.09, 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.

~~11.12 Overtime Scheduling Guidelines~~

- ~~a) For each year of the Collective Agreement, September 1 – August 31, the immediate supervisor, or designate, will review the overtime hours on an on-going basis to ensure the equitable distribution of overtime work at each worksite.~~
- ~~b) The immediate supervisor, or designate, determines the employee with the least number of overtime hours and notifies the employee they are responsible for the scheduled work. In the even there is a tie in hours between employees, the employee with the highest seniority will be considered first for the overtime work.~~

- e) ~~If the employee is not available for work they will be charged with the hours worked as determined by the Collective Agreement.~~
- d) ~~The immediate supervisor, or designate, will contact the next employee on the list and they will be offered the overtime work. If the employee is unable to perform the overtime duties they will not be charged with the hours worked.~~
- e) ~~The immediate supervisor, or designate, will continue contacting employees until an employee is available to perform the overtime worked. The employee performing the duties will be charged with the time as hours earned for the purposes of the overtime schedule. Hours worked will be adjusted to the employee's overtime recorded hours.~~
- f) ~~Employees who are on vacation, leave of absence, sick leave, banked time hours, or who have been removed from the school and are working at another work location at the discretion of the immediate supervisor, or designate, will not be considered eligible for overtime scheduling. An employee who does not work the shift immediately prior to overtime hours is not eligible for overtime.~~
- g) ~~In the event no employee at the worksite is available for the work hours will be assigned to a casual employee the immediate supervisor, or designate, will contact an employee from outside of the place of work and assign the work.~~

ARTICLE 13 - LEAVE OF ABSENCE

13.02 Leave of Absence without Pay

a) Leave of Absence without Pay

The Employer may grant a leave of absence of up to one year (1) without pay to employees for personal reasons. The employee must renew any leave of absence at the end of each one (1) year or six (6) month period, which may be granted at the discretion of the Employer. ~~Seniority will not accrue for leaves in excess of thirty (30) days.~~

It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the employee may participate in any of the Group Benefits to which the employee belongs at the time of the leave provided that the employee pays the premium. To maintain participation and coverage under the Collective Agreement, the

employee must agree to participate in a pre-authorized debit plan. The employee will supply the Employer with a VOID cheque from the employee's bank account. Deductions will be made from the employee's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any employee should any two consecutive payments be denied for reason of insufficient funds.

ARTICLE 15 – VACATION

15.01 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
After one (1) year of service as of July 1	Two (2) weeks
After three (3) years of service as of July 1	Three (3) weeks
After nine (9) years of service as of July 1	Four (4) weeks
After sixteen (16) years of service as of July 1	Five (5) weeks

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

Employees will be paid their regular salary during vacation leave.

- ~~b) Vacation entitlement for employees who work less than twelve (12) months or who work less than full time hours will be prorated.~~

- d) Where an employee's absence without pay exceeds thirty (30) continuous calendar days in a vacation year, the employee's vacation with pay (12 month employees) ~~or vacation pay (10 month employees)~~ will be prorated to reflect time actually worked.

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

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

15.07 **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	
16 yrs 10%	
17 yrs 10.4%	
18 yrs 10.8%	
19 yrs 11.2%	
20 yrs 11.6%	
21 yrs 12%	

ARTICLE 19 WORKERS' COMPENSATION

19.04 The Employer and the Union shall strike a Joint WSIB Committee comprised of equal numbers of Employer and Union representatives. This Committee shall meet ~~annually~~ quarterly. It shall be responsible for monitoring all claims. The Committee shall also be responsible for reviewing the modified work program referred to in 19.01 enacted and amended from time to time by the parties..
Agendas will be approved prior to the meeting date.

ARTICLE 20 - GENERAL

20.02 Joint Labour - Management Committee

- a) A Labour-Management Committee consisting of representatives of the Union and the Employer, will be established to discuss matters of concern to either party. Such meetings will take place at the request of the President of the Union and the ~~Superintendent of Human Resources or designate~~. **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 ~~Superintendent of Human Resources or 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 ~~Superintendent of Human Resources, or designate~~, and a representative of the Union will be designated as joint chairpersons and will alternate in presiding over meetings.
- d) Minutes of each meeting of the Committee will be prepared by the joint chairperson who is not presiding at the meeting and will be signed by the joint chairpersons as promptly as possible after the close of the meeting.
- e) The Committee will not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement

- f) The Committee will not supersede the activities of any other committee of the Union or of the Employer, and does not have the authority to bind either the Union, or its members, or the Employer, to any decisions or conclusions reached in the Committee's discussions. The Committee will have the authority to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- g) Employees will not suffer any loss of pay for time spent attending meetings of the Committee.

~~20.03 Staffing and Workload Consultation~~

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

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

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

20.06 Use of Employer's Premises

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

20.07 Payment of Wages

- a) Payment of wages will be made biweekly, on Fridays, by direct deposit to the financial institution of the employee's choice.
- b) A Statement of Earnings and Deductions for each pay period will be available to employees through the Board's HR Online system.
- c) **(NEW) 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 20.07 c) will not apply to an employee who moves to a job in a lower classification level through the job posting procedure, makes a personal request for transfer, elects to bump into a lower position to avoid lay-off, or receives a disciplinary demotion.
- 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. (Status Quo)
- g) Any severance pay to which an employee is entitled will be paid out in accordance with the Employment Standards Act.

20.10 Safety Footwear and Equipment

Where safety footwear is required in the workplace, the Employer will reimburse all employees who have completed their probationary period up to **\$140** ~~\$125~~ for the **one time** purchase of C.S.A. approved safety footwear ~~once per~~ **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.

~~Effective September 1, 2009, the reimbursement amount will be up to \$132.~~

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

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

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

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

20.13 Job Security

- a) Persons whose jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, student

employment during the summer, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations in itself, does not reduce the regular hours of work or pay of any employee.

- b) Unless agreed to by the parties to this Agreement, no bargaining unit work will be done under the auspices of an "Ontario Works" (workfare) or similar programs.
- c) No employee with seniority will lose their job or have their hours reduced as a result of contracting out of any work or service presently assigned to the bargaining unit.
- d) ~~In the event that the Board closes a school(s) resulting in a permanent custodian having no available position in accordance with Article 8, Job Posting, and Article 9, Lay-off and Recall, which would result in them being placed on the Recall List, the Board agrees to contract in the equivalent amount of hours from its contracted schools, provided the permanent custodian affected does not choose to remain on the Recall List in accordance with Article 9.~~

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

22.01

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

Band	Point Range	Job Evaluation Rate September 1, 2015
14	395-415	37.89 34.81
13	374-394	35.25 32.81
12 b	363-373	30.81
12 a	353-362	35.25 29.81
11 b	343-352	28.81
11 a	332-342	30.01 27.81
10 b	321-331	26.81

10 a	311-320	28.49 25.81
9	290-310	22.70 24.81
8	269-289	21.90 23.93
7	248-268	21.08 23.04
6	227-247	20.27 22.15
5	206-226	19.77 21.60
4	185-205	19.41 21.20
3	164-184	18.84 20.59
2	143-163	18.12 19.80
1	122-142	16.39

22.02 Market Value

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

~~_____ Senior Speech and Language Pathologist~~
~~_____ Speech and Language Pathologist~~
~~_____ Senior School Psychologist~~
School Psychologist
Psycho-Educational Clinician
~~_____ Psychological Specialist~~
~~_____ Senior Board Counsellor~~
~~_____ Technical Services Specialist~~
~~_____ Client Services/Analyst Trainer~~
~~_____ Educational Interpreter~~
~~_____ Deaf/Blind Intervener~~

- b) 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.

ARTICLE 22 - CLASSIFICATION AND WAGE RATES

Wage rate increases will apply to Appendix D as follows:

- ~~Effective September 1, 2008 - 3%~~
- ~~Effective September 1, 2009 - 3%~~
- ~~Effective September 1, 2010 - 3%~~
- ~~Effective September 1, 2011 - 3%~~

22.03 Casual employees as described in Article 7.03 b) will be paid ten percent (10%) less than the classification rate for the temporary position they are filling.

Letters of Understanding

The following Letters of Understanding to be maintained or revised:

- Part-time Hours Top-up for Custodial Employees
- Committee Representation Outside Regular Working Hours
- Reassignment of Educational Assistant/Child and Youth Workers and ECE During September and October
- Overtime Scheduling Guidelines for Custodial and Maintenance Staff
- Maintenance Trade Rates
- Insured Benefits – With Revisions

The following Letters of Understanding to be removed:

- ~~Education Assistant Placement Process~~
- ~~Vacation Pay Out – Less than 12 Month Employees~~
- ~~In-School Administrators~~

- **Education Assistant Professional Dialogue**
- **Centrally Assigned Special Services Staff Professional Dialogue**
- **Retention Guideline Board-Wide Project**
- **Professional Development Allocation**
- **Staffing Funding Enhancement for 2011-12 - Education Assistants**
- **Elementary Supervision**
- **Staffing Funding Enhancement for 2009-2010 - Sections 6, 7 and 8 of the Provincial Discussion Table Agreement**
- **Group Benefits and Other Working Conditions**
- **Enhancements Arising from - Other Education Support Workers PDT Agreements**
- **Implementation and Accountability**
- **Joint LTD Review**
- **Hours of Work 10.06 (a) - (New January 2013)**
- **Contracting In**
- **Vacation Pay Out - Less than 12 month employees (New January 2013)**

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

ARTICLE 3 - MAINTAINING THE JOB EVALUATION PROGRAM

- 3.1 It is important that each party maintain accurate job information and job ratings on an on-going basis. Failure to do so will serve to damage the integrity of the program.
- 3.2 Job Evaluation Procedure for Changed Jobs
Whenever the employer changes the duties and responsibilities of a job or the incumbent(s)/union feel that the duties and responsibilities of a job have significantly and substantially been changed, the following procedures shall be followed:
- a) The incumbent(s)/union or the supervisor/employer may request a job evaluation or reconsideration review by completing and submitting a Job Evaluation Reconsideration Form ~~and Job Analysis Questionnaire~~ to Human Resources. The J.J.E.S.C. shall receive copies of the submission. **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 and forward 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., ~~interviews shall be held~~ **consultation will take place** with the incumbent and supervisor. ~~these jobs which require job evaluation.~~ The

jobs which require only a job description change are to be forwarded to Human Resources department for forwarding to the J.J.E.S.C.

- 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 ~~completed Job Evaluation Analysis Questionnaire~~ 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.

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 Co-ordinator **Supervisor**
Senior Buyer
Senior Employee and Labour Relations Consultant
Senior Manager
~~Supervising Psychologist~~
Supervisor
Team Leader
Web Developer

Incumbents in the following classifications will ~~continue be to remain~~ red circled until the appropriate classification rate meets or exceeds their current rate. Incumbents in these classifications will received a lump sum payment **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.** ~~Of \$375~~ Any new hires to this classification will be paid at the appropriate pay band rate as listed in Appendix D above.

<u>Library Information Technician</u>	<u>\$21.55</u>
<u>Technical Services Specialist Project Lead</u>	<u>\$32.80</u>
<u>Admin Software Services Project Lead</u>	<u>\$32.80</u>
<u>Special Education Technology Support Project Lead</u>	<u>\$32.80</u>
<u>Naturalist</u>	<u>\$31.13</u>
<u>Maintenance I (HVAC)</u>	<u>\$31.13</u>
<u>Behaviour Support Assistant</u>	<u>\$31.13</u>
<u>Special Education Support Staff Assistant</u>	<u>\$31.13</u>
<u>ABA Coordinator</u>	<u>\$38.51</u>

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)				

LETTER OF UNDERSTANDING

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 XXXXXXXX to XXXXXX;

The employer and the Union agree that Article 11 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 ~~the area casual~~ **employee(s) working within the custodial supervisor area** who are familiar with the location ~~and the work and then the permanent employees from schools within the ASD (Associated School Group).~~ **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.

LETTER OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

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 9. 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 reimbursed at the Board's per kilometre rate in accordance with Board Policy BA-4.6, Expenses and Reimbursement for Employees, from their original home school to the new assignment. 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 the a result of this agreement.

LETTER OF UNDERSTANDING

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 ~~forty (40)~~ **forty (40) 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

LETTER OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

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 8.04;

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.

LETTER OF UNDERSTANDING

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.