

AGREEMENT

between

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 5555

EFFECTIVE FROM

September 1, 2019

to

August 31, 2022

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, 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 and any other act or legislation.

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 including an initiation fee and/or a re-admission fee set by the Local.

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 Employer 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 Employer'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

- (v) Article L15 – Benefits with the exception of Article L15.03
 - (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 L13 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 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 Resource Services.
 - 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 Resource Services.

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 Resource Services.

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 Resource Services 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 Employer's 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 Resource 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 Resource 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 Employer's electronic application process. The employee must ensure that the application is received by Human Resource 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. The staffing process each year will be in accordance with Letter of Understanding #8 (Staffing Process for Employees Working Less than Twelve (12) months).

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 ECE 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, 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, 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 as long as the applicant is not under performance review at the time of posting. Performance review is as defined in Letter of Understanding #18.
- 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 as long as the applicant is not under performance review at the time of posting. Performance review is as defined in Letter of Understanding #18.
- 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 ten (10) 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 such placement. The affected employee(s) will return to their previous position(s) without loss of seniority.

The ten (10) days will commence when the employee starts their position with the exception of employees on leave. If an employee who is on leave applies and is successful in securing another permanent position, the ten (10) day clause will commence on the day the employee is awarded the position.

Where the employee elects to return to their former position within the first ten (10) 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.

Where the employee chooses to exercise the ten (10) day clause or is deemed unsatisfactory during the sixty (60) day trial period, the job posting will constitute as their one (1) move as per Article L9.08.

During the spring staffing process and the summer rounds of postings, the ten (10) day clause will commence on the day the position is awarded, for all staff working less than 12 months.

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:

- Increase in rate of pay
- Increase in hours
- If an employee holds two (2) or more part-time permanent positions and chooses to post into one (1) permanent position
- Custodial Assistant Head to Head Custodian
- If an employee holds a posting at two (2) or more locations and chooses to post into a posting that has one (1) location.

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 continuous list (consisting of all awarded job postings from the completion of staffing week until June 1st) 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 a promotional opportunity as outlined in Article L9.08. Applicants will be considered in accordance with Article L9.05.

Further temporary vacancies need not be posted and will be filled by a casual employee.

- c) Notwithstanding the above, unless otherwise agreed to by the Employer, 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 any classification 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 Employer 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

This article no longer applies. It is superseded by the language in the Central Agreement.

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 (1/2) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) 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.
 - (vi) 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.

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-3) 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 earned 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. Maintenance employees can bank overtime hours up to a maximum of forty (40) hours per school year. All other employees can

bank overtime hours up to a maximum of sixty-five (65) hours per school year of which twenty-five (25) hours can only be used during non-instructional time, 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.

All banked time will be zeroed out by August 31 and any unused banked time will be paid out annually, no later than September 30 of the subsequent school year.

Request for scheduling of banked overtime entitlement will be submitted to the employee's immediate supervisor, in writing. 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, permanent employees who are employed to work on a twelve (12) month basis 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 Employer. 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 # 6.**

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 a leave of absence without pay for the purposes of obtaining alternate employment will generally be denied. Permission in extenuating circumstances require the approval of the Senior Manager of Human Resource Services or designate.

It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the employee may participate in any of the Group Benefits to which the employee belongs at the time of the leave provided that the employee pays the premium. To maintain participation and coverage under the Collective Agreement, the employee must agree to participate in a pre-authorized debit plan. The employee will supply the Employer with a VOID cheque from the employee's bank account. Deductions will be made

from the employee's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any employee should any two consecutive payments be denied for reason of insufficient funds.

b) Pregnancy Leave of Absence

Pregnancy leave will be granted in accordance with Central Agreement Letter of Understanding #2.

During this period, full seniority will accumulate.

c) Parental Leave of Absence

Parental leave will be granted in accordance with **Central Agreement Letter of Understanding #2**. 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 waiting period, provided that the 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 Human Resource Services.

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 C12.00.

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 Resource Services 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.

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 Resource Services 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 Employer.

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 Resource Services 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 Resource Services 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 fifth year of plan, withdrawal charge is \$125

- 2) Notice of layoff will be deemed to be written notice of withdrawal, delivered to the Human Resource Services 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 All permanent employees are entitled to participate in the CUPE Education Workers Benefit Trust (EWBT) benefits plan in accordance with Central Agreement C5.00.

L15.02 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.

L15.03 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
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 "B3" 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 (including single day vacation/banked days) 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 C6.00.

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 Resource Services 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)
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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 Employer, the Employer 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 three (3) representatives plus the chairperson for a total of four (4) members, 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 with 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 semi-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 Resource Services 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 Employer'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 Employer's Central Print Shop, subject to the operational needs of the Employer. The Union will be invoiced for the cost of such services at the Employer'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 Employer's courier service, provided that there is no additional cost to the Employer.
- e) The Employer agrees to inform the Union President/Chief Steward of installation of any audio, Global Positioning System (GPS) and/or visual monitoring systems/devices 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 Resource Services *designate*. *By*

mutual consent, the parties may agree to hold Labour-Management Committees by occupational group (custodial, maintenance, secretarial/clerical/technical, EA/CYW/PCA, ECE, and professional staff).

- b) Prior to each meeting an agenda will be prepared by the President of the Union and/or the Human Resource Services 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 importance may be added to the agenda at the commencement of the meeting with the mutual consent of the Chairpersons.
- c) The Human Resource Services 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. Minutes will be circulated and approved at the following 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 Employer's HR Online system.

c) T4 slips will be available through the Employer'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 L21.06 d) 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 a voucher annually for the purchase of work apparel, which must be worn as a condition of employment. Vouchers will be supplied in the amount of \$280 plus applicable taxes for Maintenance employees.

Vouchers will be supplied in the amount of \$185 plus applicable taxes for Custodial employees. 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.

The Employer agrees to provide the amount in an annual voucher, if requested by an eligible employee, in order to purchase footwear at an approved vendor selected by the Employer.

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

Naturalists will be eligible for reimbursement for outdoor work apparel up to \$185 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 one (1) representative of the Employer and one (1) representative 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.

L21.14

Where a new hire is required to attend an orientation, this will be paid by the employer.

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 Manager of Human Resource Services or designate 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 Manager of Human Resource Services or designate 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 Manager of

Human Resource Services or designate 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 Manager of Human Resource Services or designate, refer the matter to Step Three.

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, the Employer 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 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 of receipt of the reply of the Employer 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 Manager of Human Resource Services or the President, as the case may be, within ten (10) working days of the incident giving rise to the complaint. The Senior Manager of Human Resource Services 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 where 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 a Human Resource Services designate.

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. Notwithstanding the foregoing, disciplinary materials pertaining to sexual misconduct and/or grooming behaviour affecting the safety of students and/or staff shall remain in the personnel file.

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 Employer 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 Employer 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 Employer 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"/casual is required at a school and there is more than one (1) custodian/secretary working at that school, the higher rate of pay will be granted to the most senior custodian/secretary 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 four (4) representatives from the Employer and four (4) 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 at least sixty (60) days notice prior to the introduction of technological change. The Employer will provide a general description of the nature of the change (e.g., type of change, location(s), dates, training, and employees affected) discussing all foreseeable implications for members of the bargaining unit. The Employer will update the information provided as new developments and/or modifications arise.

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 2019 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

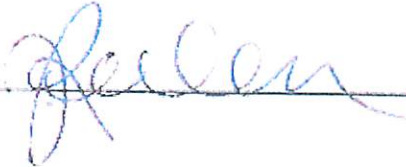
When management determines where extra hours are available, and to the extent that is practicable, the employer will endeavour to provide permanent custodial employees who work less than the normal hours of work in their classification the opportunity to work additional hours, within their Associated 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 27th day of November 2019.


**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**

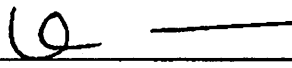
Committee Representation Outside Regular Working Hours

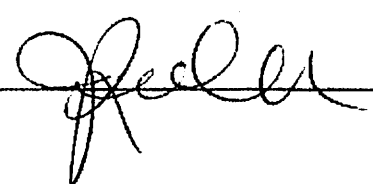
1. The Union and the Employer agree that they will attempt to keep meetings outside of regular working hours to a minimum.
2. Where it is not possible to do so, stewards and committee persons who are required to attend meetings at the request of the Employer will have that time counted against their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

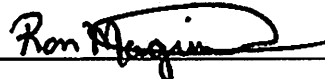
Dated at Peterborough, Ontario this 27th day of November 2019.

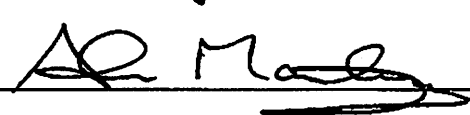
**Kawartha Pine Ridge District School
Board**

**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 Classification and Early Childhood Educators During the School Year


The employer and the Union agree that criteria for reassignment of employees in the educational assistant classification 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:

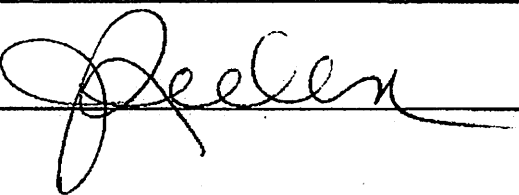
1. If there are no positions available within the school the least senior employee will be reassigned to a position for which they are qualified, unless another qualified employee elects to be reassigned on a voluntary basis.
2. The Employer will endeavor to find a suitable assignment within the same associated school group and then within the same geographic area.
3. The Employer will consider positions currently held by casual employees as possible options for reassignment.
4. The Employer 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 Employer 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.

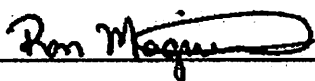
Dated at Peterborough, Ontario this 27th day of November 2019.

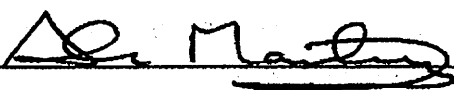
**Kawartha Pine Ridge District School
Board**





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

Whereas the Employer 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 Employer 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

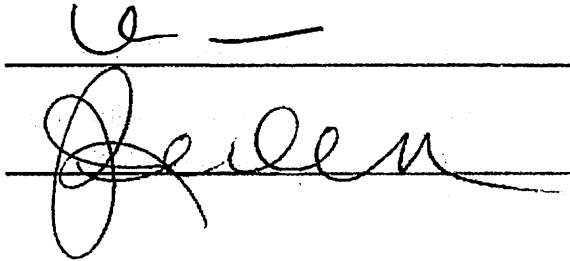
Maintenance I - Carpenter	\$0.64 per hour
Maintenance II - Preventative Maintenance	\$0.64 per hour
Maintenance III - Painter	\$0.64 per hour

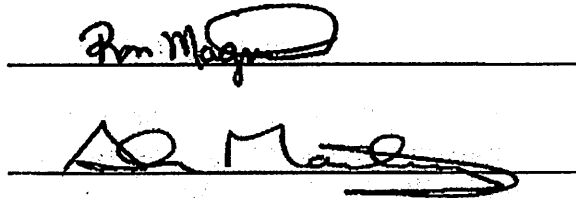
3. The Employer and the Union further agree that notwithstanding the above, all other existing rights and privileges under the Collective Agreement will remain whole and are not affected as the a result of this agreement.

Dated at Peterborough, Ontario this 27th day of November 2019.

**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 Employer and the Union are party to a collective agreement for the period September 1, 2019 to August 31, 2022;

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 Eamed

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

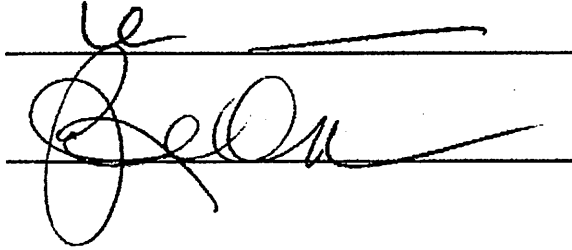
- a. Employees who are on a scheduled vacation, leave of absence, sick leave, banked time hours, personal days, will not be considered eligible for overtime scheduling and will not be charged.
- b. An employee who was previously scheduled for overtime and does not work or does not complete their regular 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.

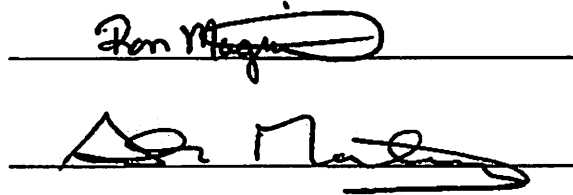
Dated at Peterborough, Ontario this 27th day of November 2019.

**Kawartha Pine Ridge District School
Board**



Handwritten signature on two horizontal lines.

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



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LETTER OF UNDERSTANDING #6

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

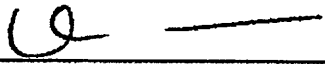
Contracting in of Custodial Services

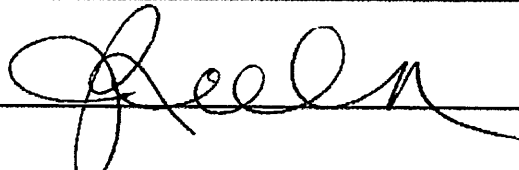
The Employer agrees to replace the current contracted Custodial Services at Apsley Public School and the Education Centre in Peterborough with those services provided by the bargaining unit on or before September 1, 2021. The Employer and the Union agree to review Apsley Public School after six (6) months of implementation to ensure the needs of the school are being met.


Dated at Peterborough, Ontario this 27th day of November 2019.


**Kawartha Pine Ridge District School
Board**

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









Letter of Understanding #7

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 Employer and the Union are party to a collective agreement for the period September 1, 2019 to August 31, 2022;

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

The Employer 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%

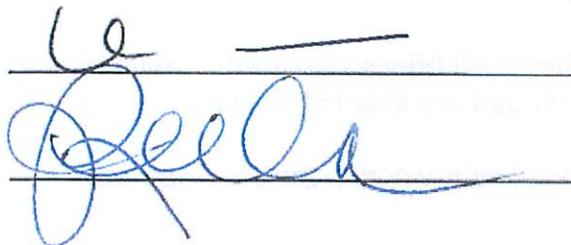
EA/CYW and ECE Vacation

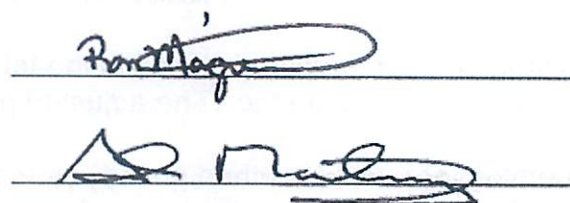
	Days vacation	260 days %	206 days	days of vac	less 8 shifts	Percent Added
1 yr	10	4%	0.792308	7.92	-0.08	0.00%
3 yr	15	6.00%	0.792308	11.88	3.88	1.89%
9 yr	20	8.00%	0.792308	15.85	7.85	3.81%
16 yr	25	10.00%	0.792308	19.81	11.81	5.73%
17 yr	26	10.40%	0.792308	20.6	12.60	6.12%
18 yr	27	10.80%	0.792308	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 27th day of November 2019.

**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

and

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

Staffing Process for Employees Working Less than Twelve (12) Months

Whereas the Employer and the Union are party to a collective agreement for the period of September 1, 2019 to August 31, 2022;

Whereas Article L9.02 states: Job postings for vacancies created following the Spring Staffing Process will be posted for three (3) working days. The staffing process each year during the term of the Collective Agreement, will be in accordance with this Letter of Understanding.

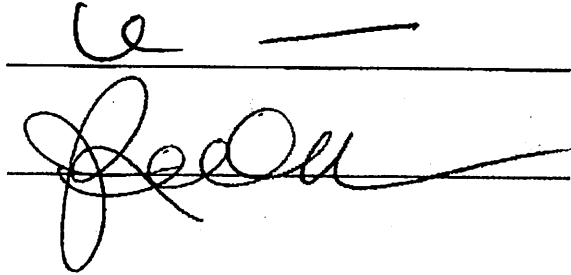
The Employer and the Union agree on the following staffing process subsequent to the Spring Staffing process:

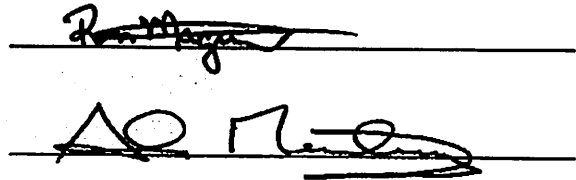
1. If an employee is not affected by a lay-off as outlined in Article L10 and chooses to apply, and is awarded a position during the Spring Staffing Process, it is counted as their one (1) move and thereafter, they will only be eligible to post out if the position they are applying to is considered a promotion, as defined in Article L9.08
2. An employee that is laid off or bumped during the Spring Staffing Process, is eligible for one (1) more move after the Spring Staffing Process. Once they are awarded another position during the postings subsequent to the Spring Staffing Process, they are locked in to the new position, as of the date the position is awarded and they will not be eligible for further postings, unless it is considered a promotion as defined in Article L9.08.
3. There will be weekly rounds of postings after the Spring Staffing Process, starting the first week in July, with the last round of postings in the first week of August.

Dated at Peterborough, Ontario this 27th day of November 2019.

**Kawartha Pine Ridge District School
Board**

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

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Handwritten signature on a horizontal line.

LETTER OF UNDERSTANDING #9

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Casual to Permanent Hiring Practice

The Employer agrees that if there are no permanent qualified applicants to a posting, the position will be awarded to a qualified casual employee that has applied to the posting.

The Employer agrees to have further discussions with the Union about developing a process for hiring casuals into permanent positions.

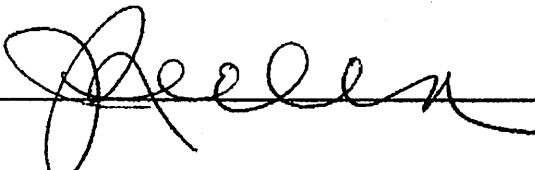
Dated at Peterborough, Ontario this 27th day of November 2019.

**Kawartha Pine Ridge District School
Board**

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









LETTER OF UNDERSTANDING #10

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

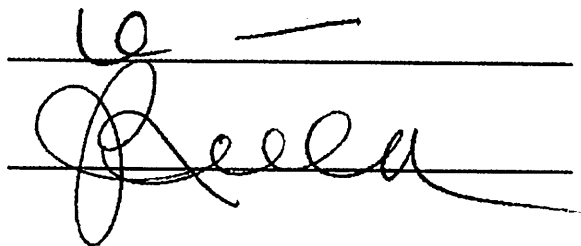
Work Week for Classification Schedule B-1

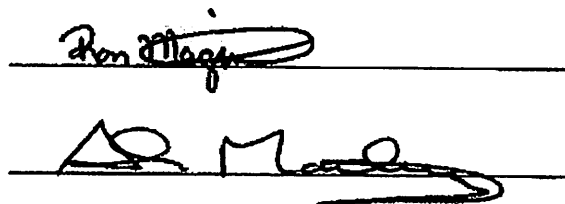
The Employer agrees that for the duration of this collective agreement ending August 31, 2022, the normal hours of work for an employee in the classifications identified in Schedule B-1 will be forty (40) hours per week, consisting of eight (8) hours, excluding lunch period within a ten (10) hour period, and will be worked in accordance with shift schedules as determined by the Employer, Monday through Friday, inclusive.

Dated at Peterborough, Ontario this 27th day of November 2019.

**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**

Workload Issues

The Employer and the Union agree to jointly participate in a review of workload issues that pertain to all work groups through the established joint Labour Management Dialogue committees.

The parties will meet during the first joint Labour Management Dialogue meeting for each work group scheduled after ratification.

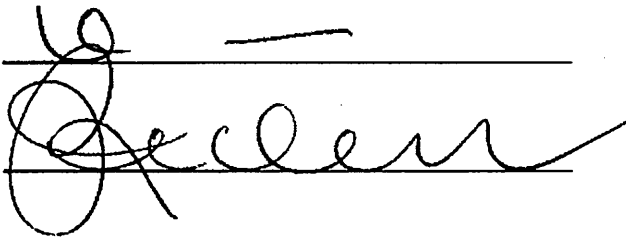
The review may include, but is not limited to:

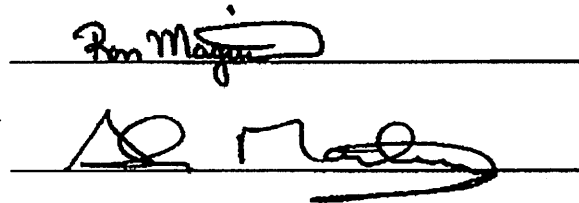
- Restructuring
- Staffing Allocation
- Job descriptions
- Hours of work

Dated at Peterborough, Ontario this 27th day of November 2019.

**Kawartha Pine Ridge District School
Board**

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





LETTER OF UNDERSTANDING #12

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

**Pre-Qualification Process
Head Custodian & Head Secretary**

The Employer and the Union agree to discuss a pre-qualification process under Article L9 for Head Custodians.

The Parties agree to meet no later than 90 days following ratification of the collective agreement.

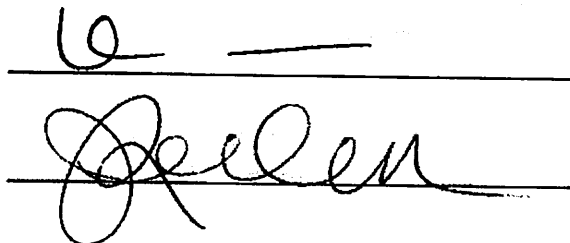
Any agreed upon process will be followed by a letter of understanding, which will outline the complete process including the date the process will be implemented.

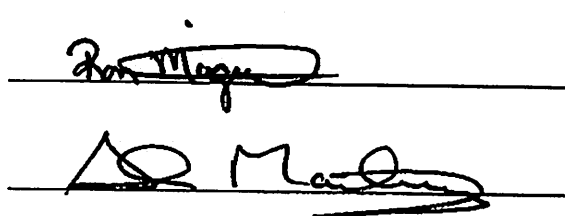
If the pre-qualification process for Head Custodians is deemed successful by the employer, the parties agree to meet to discuss the pre-qualification process for Head Secretary positions.

Dated at Peterborough, Ontario this 27th day of November 2019.

**Kawartha Pine Ridge District School
Board**

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





LETTER OF UNDERSTANDING #13

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Hourly Shift Bonus

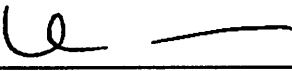
On or before September 1, 2020, all hourly shift bonus premiums will be added automatically to each eligible employee's regular pay.

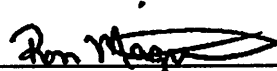
The Employer and the Union agree to meet no later than 90 days following the ratification of the collective agreement to discuss and determine a timeline to implement.

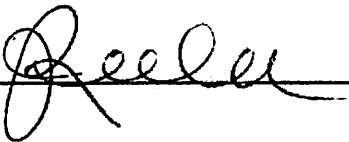
Dated at Peterborough, Ontario this 27th day of November 2019.

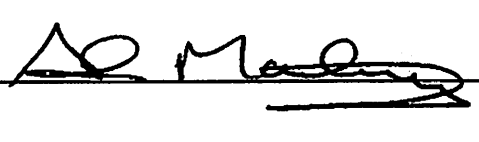
**Kawartha Pine Ridge District School
Board**

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









LETTER OF UNDERSTANDING #14

Between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Gender-Neutral Job Evaluation Process

The Employer and Union agree to meet no later than 90 days following ratification of the collective agreement to review the established Job Evaluation process and Terms of Reference.

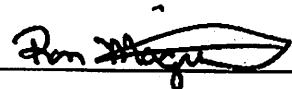
Any changes made to the current process will be outlined in a letter of understanding.

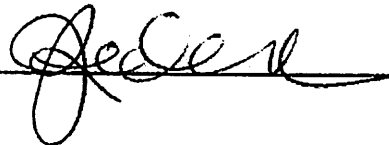
Dated at Peterborough, Ontario this 27th day of November 2019.

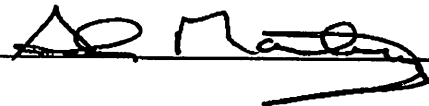
**Kawartha Pine Ridge District School
Board**

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









LETTER OF UNDERSTANDING #15

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

And

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

Professional Development for the EA Classification

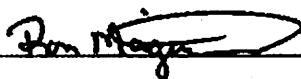
During the first meeting of the EA Dialogue Committee each school year, the Employer and the Union agree to discuss annual PD offered by the Employer in the upcoming school year for the purpose of providing input.

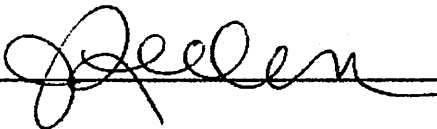
Dated at Peterborough, Ontario this 27th day of November 2019.

**Kawartha Pine Ridge District School
Board**

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









LETTER OF UNDERSTANDING #16

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

and

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

Early Childhood Educators Technology

The Employer and the Union agree to discuss appropriate classroom technology for Early Childhood Educators.

The Parties agree to meet no later than 90 days following ratification of the collective agreement to seek input from the E.C.E Dialogue Committee.

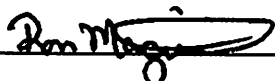
The Employer agrees to provide and implement such technology on, or before September 1, 2020.


Dated at Peterborough, Ontario this 27th day of November 2019.


**Kawartha Pine Ridge District School
Board**

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









LETTER OF UNDERSTANDING #17

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

And

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

Professional Development for Professional Work Group

The Employer and the Union agree that the following job titles will be provided one (1) professional development day to be used during each school year:

- Communicative Disorder Assistant
- Board Certified Behaviour Analyst
- Psychological Specialist
- Board Counsellor
- Senior Psychological Specialists
- Senior Speech & Language Pathologist
- Speech & Language Pathologist

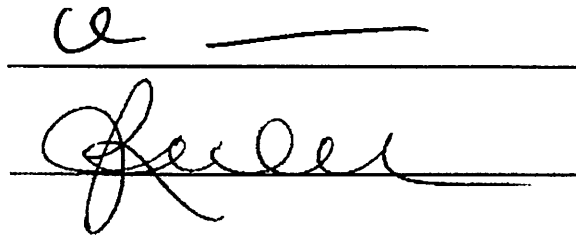
The topic and the date of the professional development will be discussed with, and approved, by their supervisor at least one month before the date of the professional development.

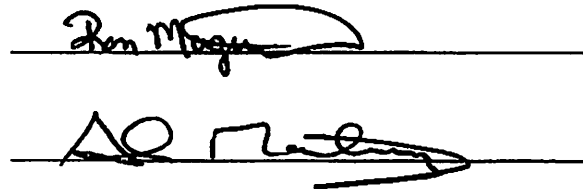
Both parties agree that there will be no additional cost to the Employer beyond the time given to attend the professional development.

Dated at Peterborough, Ontario this 27th day of November 2019.

**Kawartha Pine Ridge District School
Board**

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





LETTER OF UNDERSTANDING #18

between

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

And

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

Clarification Regarding the Interpretation of Formal Performance Review

The Employer and Union agree that a formal performance review is defined as follows:

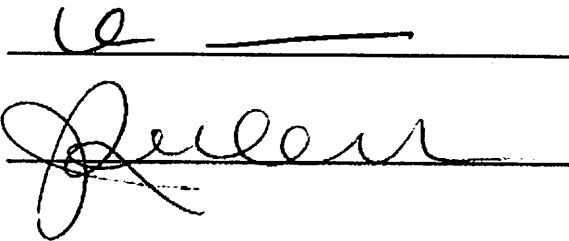
A formal performance review is when the Principal/Manager/Supervisor has attempted to resolve performance concerns informally, and where no improvement is evident, the employee would be required to attend a meeting, including Union representation to address the performance concerns formally. It may also occur at the time of the employee's performance review period in which they are deemed to be unsatisfactory ("does not meet expectations"). In both these cases, the employee and the Union will be provided notice that the employee is under a formal performance review.

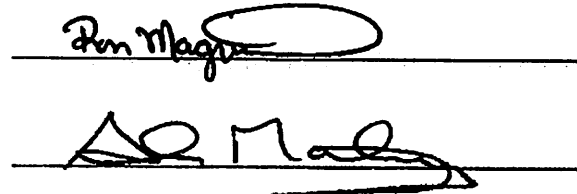
The Employer and Union agree that a performance review period for job posting purposes will not be greater than six (6) months.

Dated at Peterborough, Ontario this 27th day of November 2019.

**Kawartha Pine Ridge District School
Board**

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





MEMORANDUM OF AGREEMENT

Between

Kawartha Pine Ridge District School Board

“the Employer”

and

Canadian Union of Public Employees and it's Local 5555

“the Union”

WHEREAS the Board and the Union are parties to a collective agreement which is expired on August 31, 2019;

AND WHEREAS the Board and the Union have been engaged in Local negotiations to renew the collective agreement;

AND WHEREAS the Board employs continuing education instructors known as English as a Second Language, Literacy Basic Skills, and Prior Learning Assessment Recognition and International Languages (Continuing Education Instructors) who have not been covered by the collective agreement to date;

AND WHEREAS the parties wish to enter into the Memorandum of Agreement on a voluntary basis, to include the Continuing Education Instructors in the bargaining unit description in article L2.01 of the collective agreement.

THEREFORE, BE IT RESOLVED that the Parties agree as follows:

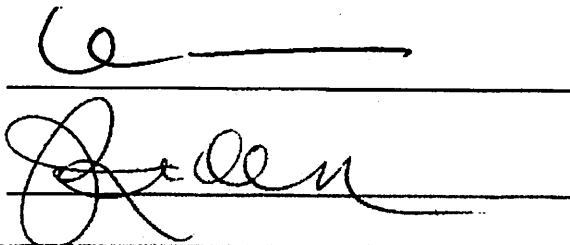
1. The Board recognizes the Union as the sole and exclusive bargaining agent for the Continuing Education Instructors and agrees that such employees shall be considered part of the bargaining unit effective on the commencement of the first full pay period following the date of ratification by the Union.
2. The local terms of the collective agreement, with the exception of articles L2 and L4, shall not apply to the Continuing Education Instructors until such time the parties reach an agreement in accordance with paragraph 3 or obtain an order from an arbitrator in accordance with paragraph 6.
3. The parties will meet within Thirty (30) days of ratification to negotiate the

terms and conditions of employment for the Continuing Education Instructors.

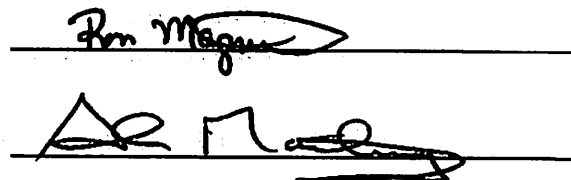
4. The Employer agrees that there shall be no changes to the existing terms and conditions of employment, at the time ratification, for the Continuing Education Instructors until the such matters are determined in accordance with paragraphs 3 or 6.
5. The parties agree to work cooperatively to resolve any issues that may arise as a result of the implementation of this Memorandum of Agreement. Any disputes regarding the interpretation or implementation of this Memorandum shall be dealt with through the grievance arbitration process set out in Article 22 of the Collective Agreement. The parties agree that an arbitrator appointed shall have the authority to apply and interpret this Memorandum and the provisions of the collective agreement.
6. Where the parties are unable to reach an agreement following negotiations in paragraph 3, on or after February 1, 2020, either party may refer the outstanding issues in dispute to a mutually agreeable sole arbitrator for final and binding determination of the outstanding issues as though s. 40 of the *Labour Relations Act* applied to the parties. In so doing, the sole arbitrator shall apply the applicable provisions of the *School Boards Collective Bargaining Act*. The parties agree that they shall engage in mediation with the sole arbitrator, acting as mediator, prior to any final and binding determination of the outstanding issues by the arbitrator, unless the parties agree otherwise. The parties agree to share the cost of the sole arbitrator equally.
7. This Memorandum is subject to ratification by the Union and the Employer before becoming effective.

Dated at Peterborough, Ontario this 27th day of November 2019.

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 Resource Services. 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 Resource Services 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 Resource Services 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 Human Resource Services.

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 Resource Services 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/Executive 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, Corporate Systems
Director, School Systems
Equity and Diversity Advisor
Executive Assistant to the Director of Education
Financial Analyst
HR Coordinator
HR Generalist
HR Officer
HR Specialist
Labour Relations Consultant
Manager
Native Education Liaison Person
Personnel Information Assistant/HR Assistant
Print and Publishing Centre Coordinator
Project Manager
Route Supervisor
Senior Buyer
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, 2019	Sept 1, 2020	Sept 1, 2021
Band 14 (Points: 395-415)	37.13	37.50	37.88
Senior Board Counsellor			
Senior Psychological Specialist			
Senior Speech & Language Pathologist			
Board Counsellor			
Band 13 (Points: 374-394)	35.00	35.35	35.70
Speech & Language Pathologist			
School Psychologists/Psychological Associate			
Band 12 B (Points: 363-373)	32.87	33.20	33.53
Band 12 A (Points: 353-362)	31.80	32.12	32.44
Board Certified Behaviour Analyst (BCBA) - <i>previously, Applied Behaviour Analysis Co-Ordinator</i>			
Psycho Educational Clinician			
Band 11 B (Points: 343-352)	30.73	31.04	31.35
Band 11 A (Points: 332-342)	29.67	29.97	30.27
Band 10 B (Points: 321-331)	28.60	28.89	29.18
Graphic Designer			
Special Education Support Staff Assistant			
Maintenance I (Electrician with Fire Alarm Ticket)			

Banding Description		Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
Maintenance I (HVAC)				
Maintenance I – Plumber (with Back Flow Ticket)				
Communicative Disorders Assistant				
Band 10 A (Points 311-320)		27.53	27.81	28.09
Attendance Counsellor				
Behaviour Support Assistant				
Corporate Application Support Specialist				
Learning Support Assistant				
Naturalist				
Technical Application Support Specialist				
Band 9 (Points: 290-310)		26.47	26.73	27.00
Education Assistant – Specialist - CYW				
Educational Interpreter				
Early Childhood Educator				
Landscape and Horticulture Technician				
Maintenance I (Electrician – without Fire Alarm Ticket)				
Maintenance I - Burner Mechanic (1 ticket)				
Maintenance I - Carpenter				
Maintenance II – Maintenance Systems Technician				
Maintenance II – Preventative Maintenance				
Maintenance I - Refrigeration Mechanic				
Maintenance I - Control Technician				

Banding Description		Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
Planning GIS Technician				
Special Education Technology Trainer				
Technical Services Specialist				
Band 8 (Points: 269-289)		25.53	25.79	26.05
Education Assistant - Braillist				
Education Assistant - Sign				
eLearning Registrar				
Elementary Secretary I				
Head Custodian Secondary I				
Help Desk Technical Specialist				
Instructional Technology Support Trainer				
Multimedia Production Technician				
Route Planning Specialist				
Secondary School Head Secretary				
Special Education Technology Trainer				
Special Equipment Support Assistant				
Band 7 (Points: 248-268)		24.57	24.82	25.07
Assistant Head Custodian				
ATE Operator				
Brookside Senior Secretary				
Buyer				
CIS Senior Secretary				

Banding Description		Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
Client Services/Analyst Trainer				
Community Use of Schools Co-ordinator				
Educational Assistant				
Elementary Secretary II				
Head Custodian Elementary				
ICT Liaison				
Information Communication Specialist				
Facilities Systems Control Clerk				
Library Information Technician				
Secretary to the Executive Officer of Professional Services				
Payroll Clerk				
School Business Operations Assistant				
Secondary Head Secretary				
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)		23.63	23.87	24.11
Benefits Clerk				
Custodian II				

Banding Description		Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
Custodian III				
Deaf/Blind Intervener				
Business Operations Clerk				
Graphic Design Assistant				
Head Custodian Elementary III				
Junior Buyer				
Leadership, Staff & Organizational Department Secretary				
Maintenance Repair Technician				
Maintenance III – Painter				
Personal Care Assistant				
Professional Services Secretary				
Special Education Program Support Assistant				
Band 5 (Points: 206-226)		23.04	23.27	23.50
CIS Secretary				
Facilities Services Secretary				
Maintenance II – Locksmith				
Operations Secretary				
Corporate Affairs Assistant				
Receptionist/ Board Office				
Route Planner				
Secondary School Secretary II				

Banding Description		Sept 1, 2019	Sept 1, 2020	Sept 1, 2021
Secretary Student Success				
Shipper Receiver Clerk				
Band 4 (Points: 185-205)		22.61	22.84	23.07
Accounts Payable Clerk				
Assistant Special Education Secretary				
Assistant Secretary School Effectiveness Framework				
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)		21.97	22.19	22.41
Library Circulation Clerk				
Print Centre Operator				
Summer School Secretary				

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.

Naturalist	\$31.13
Behaviour Support Assistant	\$31.13
ABA Coordinator	\$38.51
Technical Application Support	\$31.13
Maintenance Repair Technician	\$24.21

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 Repair Technician	
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
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 (Braillist)
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
Personal Care Assistant
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
Board Certified Behaviour Analyst
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 unpurchaseable 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

27th day of November, 2019

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**







