

MEMORANDUM OF SETTLEMENT

BETWEEN:

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called "the Board" or "the Employer")

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1483
(hereinafter called the "Union")

The parties hereto hereby agree to the following as settlement in full:

1. The parties herein agree that the term of the Collective Agreement shall be from April 1, 1998 to September 30, 1999.
2. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement that expired on March 31, 1998 provided, however, that the attached amendments are incorporated.
3. Except where stated otherwise, anything contained in the Collective Agreement which represents a change in the terms and conditions of the employment of employees of CUPE 1483 prevailing prior to the date of execution of this Memorandum shall become effective on the first day of the month following ratification.
4. Rate of pay for employees of CUPE 1483 shall be in accordance with the Schedule "A", which will be increased by two percent (2%) effective April 1, 1998.
5. This Memorandum of Settlement is subject to ratification by the Union and by the Trustees of the Board.

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- 6. The Board agrees to pay each employee of **CUPE 1483** a signing bonus of **two hundred dollars (\$200.00)** within thirty (30) days of **ratification** of this Agreement. A proration of said amount will be paid to **part-time** employees. As of date of **ratification**, employees; who are on **an authorized** leave of absence for two (2) years or more **will** not receive this bonus.
- 7. The Union's bargaining committee agrees unanimously to recommend the terms of this Memorandum of Settlement to **the** employees of **CUPE 1483** for ratification.
- 8. The **members** of the **Board's** bargaining committee agree unanimously to recommend the terms of this Memorandum of Settlement to the Board for ratification.

DATED AT MISSISSAUGA, THE 15TH DAY OF FEBRUARY, 1999.

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1483

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THIS AGREEMENT MADE AND ENTERED INTO BETWEEN:

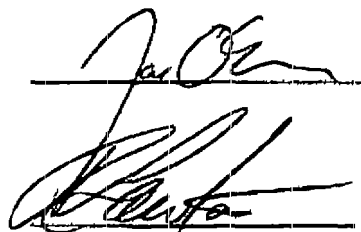
**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter called "the Employer" or "the Board")
OF THE FIRST PART**

-AND -

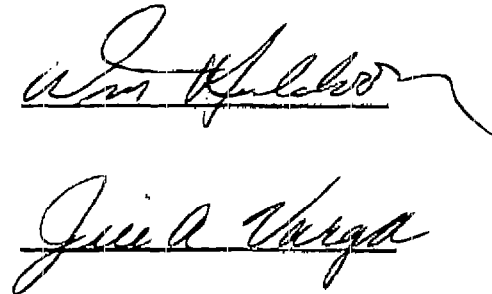
**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1483
(hereinafter called "the Union")
OF THE SECOND PART**

Parties **agreed** to the front page of the collective agreement at the meeting of September 4, 1998.

For the Board:



For the Union:



DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF DECEMBER 15, 1998:

6.02 In the event of a grievance, an employee shall take the matter up with the foreperson or supervisor within and not after seven (7) working days after the employee became aware of the incident or circumstances giving rise to the grievance. A policy grievance or group grievance shall be taken up within and not after seven (7) working days after the date of the incident giving rise to the grievance.

For the Board:

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For the Union:

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DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF DECEMBER 15, 1998:

6.03

STEP 3

If the grievance is not settled at Step 2, the steward may, within and not after five (5) working days of the date of receiving the decision of the Controller of Plant and/or designate (or if no decision is received from that official, then within 'five (5) working days after such decision ought to have been given) take the grievance up with the Superintendent of Employee Relations; and/or designate. The Superintendent of Employee Relations and/or designate shall reply in writing within five (5) working days following the date the grievance was discussed. Failing satisfaction with the written reply of that official, the grievance may be referred to arbitration provided such action is taken within ten (10) working days of the reply, or any extension agreed to under Article 6.06. Failure to do so means that the grievance is deemed to be withdrawn.

For the Board: . - v - - e -

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For the Union: _____

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:

6.04 (b) A policy grievance of the Employer shall be in writing and may be initiated either by the Controller of Plant or the Superintendent of Planning and Development, or the Superintendent of Employee Relations/Designate, by delivering the grievance to the Union. If any such grievance is not settled within ten (10) working days of the date of such delivery, the Employer may refer the grievance to arbitration under Article 7.

For the Board: _____

For the Union: _____

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/UNION NEGOTIATIONS

CLAUSE AGREED TO AT THE MEETING OF OCTOBER 23, 1998

ARTICLE 7 ARBITRATION

7.07 Each of: the Parties to this Agreement will bear the expenses of the nominee appointed by it, and the parties will jointly bear the fees and expenses, if any, of the chairperson.

For the Board:

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For the Union:

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November 4, 1998

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
BOARD/CUPE 1483 NEGOTIATIONS

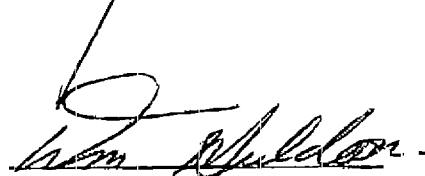
THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:

9.10 Recall to work shall be by registered letter or outside courier addressed to the last address recorded by the employee with the Employer. It shall be the duty of the employee to notify the Employer promptly of any change in address. Should the employee fail to do this, the Employer shall not be responsible for -failure of a notice sent by registered mail or outside courier to reach such employee. An employee who is recalled to work must signify intent to return within five (5) working days after a notice of recall has been received and must return on the date specified or give valid reasons why this is not possible, and will return within five (5) working days of acceptance of such valid reasons in any event, or forfeit right to recall. The time limits in this Article 9.10 may be extended by the Employer.

For the Board:



For the Union:



DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/UNION NEGOTIATIONS

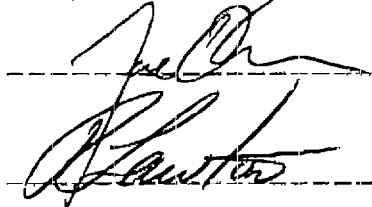
CLAUSE AGREED TO AT THE MEETING OF OCTOBER 23, 1998

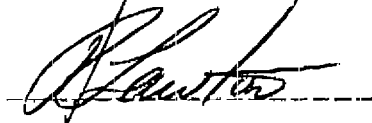
ARTICLE 11 JOB POSTING

11.01(a) In the event that new jobs are created or vacancies occur in jobs other than as set out in section (b) herein, the Employer will post such new jobs or vacancies on the Board's Automated Job Posting System, beginning on a pay day, for a period of five (5) working days in order to allow employees to apply in writing before outside applications are considered. When special skills or tradespersons are required, after notifying the Union, the Employer may advertise for the said. employee. All internal applicants and the union shall be notified of the successful applicant for each job posting within fifteen (15) working days from the date the successful applicant has accepted the position.

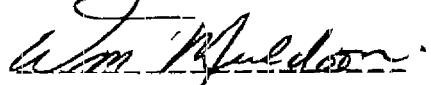
The Chief Steward and Secretary of the Union shall receive a hard copy of each ~~job~~ posting posted on the Automated Job Posting System. Further; a hard copy of the posting shall be left at the CEC reception desk during the posting period..

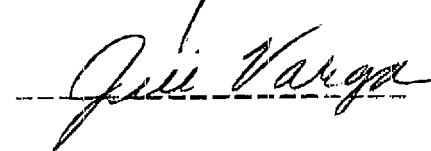
For the Board:





For the Union:





November 4, 1998

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:

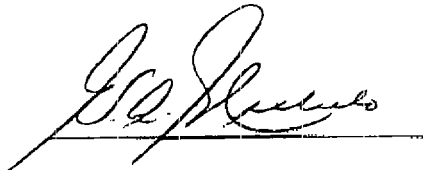
11.02 In making changes, transfers or promotions within the Maintenance Classifications and all Lead Hand positions (excluding Maintenance "B" positions), the Employer shall consider the following two (2) factors in determining which employee is to be selected:

- a) relative seniority; and
- b) the ability, knowledge, training and skill of the applicant to do the job. When factor (b) is equal as between two (2) or more employees, their relative seniority shall govern

For Maintenance "B" positions, the applicant with the most seniority who meets the stated requirements of the position will be selected. Such stated qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

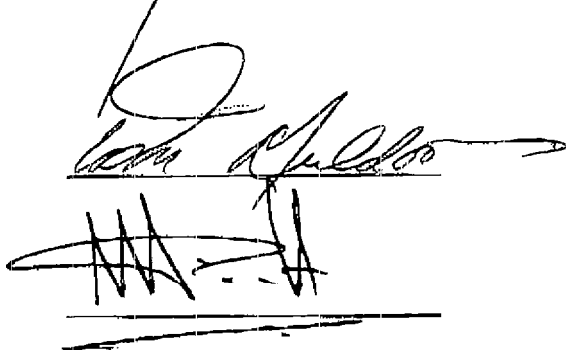
For custodial and cleaning positions, the applicant with the most seniority will be selected.

For the Board:





For the Union:



DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:

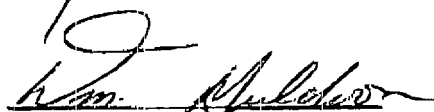
11.06 For Head Custodian positions, the most senior applicant who has successfully completed or is deemed to have completed the Advanced Custodial Course shall be selected. Employees, who have successfully completed both the Basic Custodial Course and the Preventative Maintenance Course, are deemed to have completed the Advanced Custodial Course. Employees who have been placed on review during the previous six (6) months shall not be considered for promotion to I-lead Custodian positions.

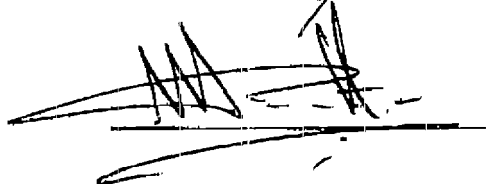
For the Board:





For the Union:





DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/CUPE 1483 NEGOTIATIONS

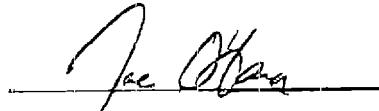
THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:

12.02

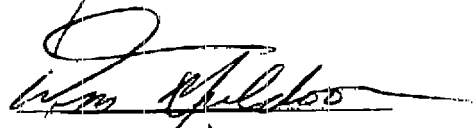
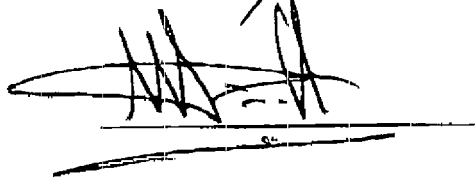
One-half (1/2) hour meal time shall be included as part of the regularly scheduled work period for employees who begin their shift at or after 10:00 a.m.

For the Board:





For the Union:


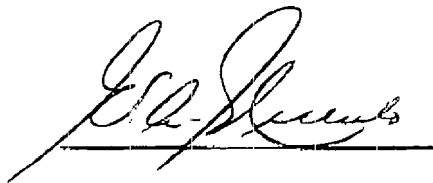
DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/CUPE 1483 NEGOTIATIONS

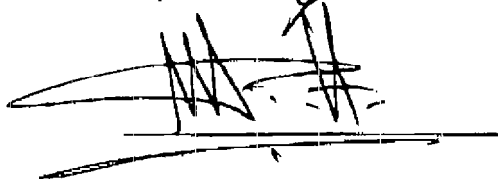
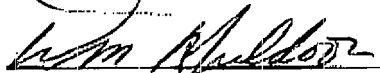
THE FOLLOWING **CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:**

12.07 For day-shift custodian positions, the work day shall commence between 7:00 a.m. and before 10:00 a.m.

For the Board:



For the Union:



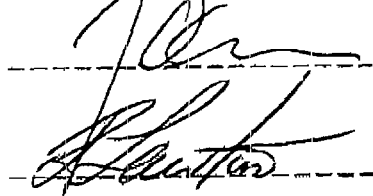
DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
BOARD/UNION NEGOTIATIONS

CLAUSE AGREED TO AT THE MEETING OF OCTOBER 23, 1998

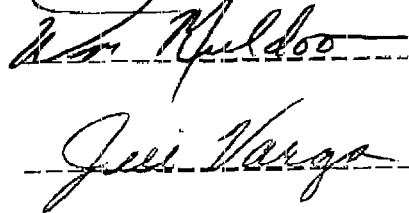
ARTICLE 15 VACATIONS

15.03 Vacation schedules shall be posted by June 1st of each year and shall not be changed unless agreed to by the employees affected and the Employer.

For the Board:



For the Union:



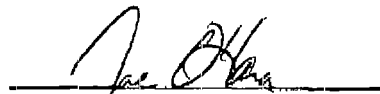
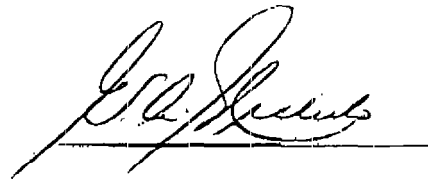
November 4, 1998

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL, BOARD
BOARD/CUPE 1483 NEGOTIATIONS

**IT WAS AGREED TO DELETE THE FOLLOWING CLAUSE AT THE MEETING OF
FEBRUARY 15, 1999:**

16.06 Use of Sick leave allowance shall be in accordance with the applicable requirements under Provincial and Federal Statutes and Regulations in force during the term of this Agreement.

For the Board:



For the Union:




DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
BOARD/CUPE 1483 NEGOTIATIONS

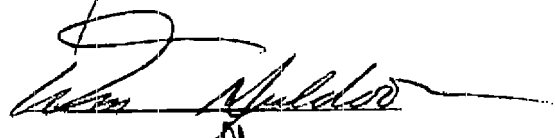

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:

17.01 At the discretion of the Employer, an employee may be granted a reasonable leave of absence without pay for up to one (1) year. Such leave time in excess of one (1) month shall be without benefits.

A written application for leave must be submitted by the employee at least thirty (30) days prior to the requested leave; recommended by the Controller of Plant, or designate, and approved by the Superintendent of Human Resources. Leaves must not adversely affect the operation of the Department or the Board.

For the Board: 



For the Union: 


DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF DECEMBER 15, 1998:

17.06 Pregnancy and Parental Leave shall be granted in accordance with the terms and conditions of the Employment Standards Act. An employee must:

- a) pay the employee's contributions for benefits, if any, in advance of commencing such leave in order to maintain benefit coverage during pregnancy and/or parental leave; or
- b) provide the **Employer** with written notice that the employee does not intend to pay the **employee's** contributions, if any, in advance of commencing such leave

Upon request, an extension of up to one (1) year shall be granted to any employee who is entitled to a statutory pregnancy and/or parental leave. Upon return to employment, the employee shall be entitled to a position at the employee's classification level in either the north or south, depending on the employee's place of residence.

Adoption Leave of up to six (6) months will be granted to employees who are entitled to a statutory parental leave.

Employees returning to work from statutory pregnancy or parental leave will be returned to their previous assignment.

For the Board:

For the Union:

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD


BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING **CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:**

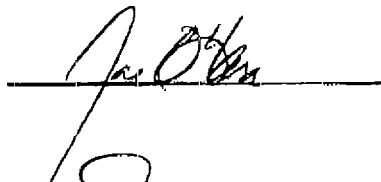
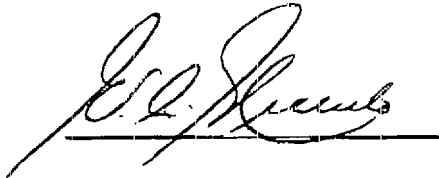
22.01 g) Any qualified part-time employee who wishes to work as a Custodian on a full-time basis during the summer break must notify his/her Foreperson in writing by May '1.

For purposes of this Article, "qualified" shall mean successful completion of the **Basic Custodial** course.

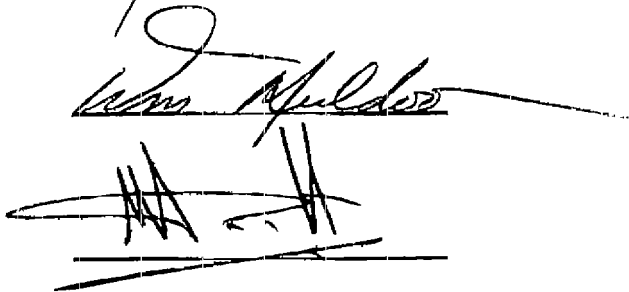
If more part-time employees opt to work during the summer break than there is work available, the layoff provision under Article 9 shall be invoked. No full-time employee who was employed by the Board prior to ~~March 31, 1998~~ ~~the date of ratification~~ shall be laid off as a result of an election by a part-time employee to work during the summer break.



For the Board:



For the Union:



SCHEDULE "A" -ANNUAL SALARIES**APRIL 1, 1998****Maintenance Classifications**

<u>Category A</u>	\$50,967
(approx. hourly equivalent)	\$24.50/hr.
Air Conditioning Mechanic	
Plumber	

<u>Category B</u>	\$48,482
(approx. hourly equivalent)	\$23.31/hr.
Electrician	

<u>Category C</u>	\$47,274
(approx. hourly equivalent)	\$22.73/hr.
Environmental Controls Technician	
Heating Controls Technician	
Carpenter	

<u>Category D</u>	\$46,744
(approx. hourly equivalent)	\$22.47/hr.
Sr. Audio Visual Technologist	

<u>Category E</u>	\$42,434
(approx. hourly equivalent)	\$20.40
Painter	
Maintenance "A"	
Glazier	
Intermediate Audio Visual Technologist	
Locksmith	
Welder	
Construction Carpenter	
Building Operator	

<u>Category F</u>	\$36,750
(approx. hourly equivalent)	\$17.67/hr.
Maintenance "B"	
Jr. Audio Visual Technologist	

SCHEDULE "A" - ANNUAL SALARIES;

APRIL 1, 1998

<u>Custodial Classification</u>	Basic	<u>6 Months</u>	1 Year
Cleaners	15.85/hr.		
Custodian (approx. hourly equivalent)	30,195 14.51/hr.	31,578 15.18/hr.	32,980 15.85/hr.
Head Custodian (<35,000 sq. ft.) (approx. hourly equivalent)	31,602 15.20/hr.	33,587 16.15/hr.	35,686 17.16/hr.
Head Custodian (<65,000 sq. ft.) (approx. hourly equivalent)	32,525 15.84/hr.	34,523 16.60/hr.	36,558 17.57/hr.
Head Custodian (>65,000 sq. ft.) (approx. hourly equivalent)	33,368 16.03/hr.	35,606 17.12/hr.	37,865 18.21/hr.
Lead Hand (approx. hourly equivalent)	39,403 18.94/hr.		
Storekeeper/ Courier Driver (approx. hourly equivalent)	31,210 15.00/hr.	32,704 15.72/hr.	34,188 16.43/hr.

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/UNION NEGOTIATIONS

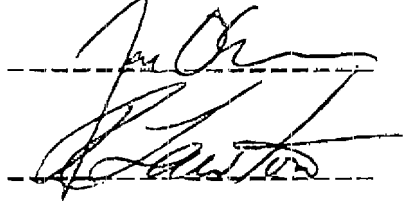
CLAUSE AGREED TO AT THE MEETING OF OCTOBER 23, 1998

LETTER OF UNDERSTANDING #2

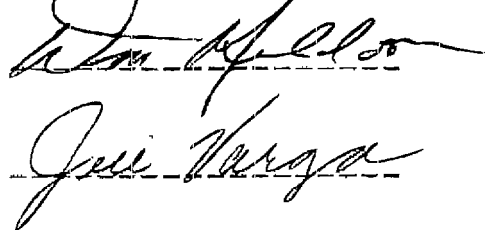
All position vacancies will be posted in accordance with Article 11.01(a).

The parties will review any concerns with the Automated Job Posting process at the Employee Relations Committee meetings.

For the Board:



For the Union:



November 4, 1998

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:

LETTER OF UNDERSTANDING #3

Whereas the **Board** has entered into joint ownership agreements with other outside parties to operate **Multi-Use Complexes** which for purposes of this Letter of Understanding would incorporate a school, and, whereas the needs of these Complexes may be different from the operating procedures of present facilities, the parties agree that this Letter of Understanding shall apply to employees within this bargaining unit **only**, performing work within such Complexes. These Articles and Footnotes are amended as follows:

ARTICLE 8 – NO STRIKES, LOCKOUTS**8.01**

There will be no strikes or lockouts as defined under the Ontario Labour Relations Act.

ARTICLE 12 – HOURS OF WORK**12.01**

The Board shall **set** hours of work **based** on operating needs. The normal work week shall consist of forty (40) hours comprising of up to ten (10) hours per day including weekends.

Existing Article 12.06 does not apply.

Existing Article 12.07 shall be amended as follows:

“For day-shift custodian positions, the work day shall commence between 6:00 a.m. and before 10:00 a.m.”

ARTICLE 13 – OVERTIME**13.01 b)**

Overtime at the rate of double time (2 times) shall be paid for all hours -worked on a Sunday in excess of a normal shift.

ARTICLE 14 - PAID HOLIDAYS

14.01

Article 14.01 is amended to include the following sentence:

"Employees assigned to cover non-school operations on a paid holiday will be granted the aforementioned time in lieu at an alternate date within the following five (5) working days."

ARTICLE 20 - WAGES AND ALLOWANCES

20.08

Employees beginning their shift at or after 11:00 p.m. will qualify for the midnight shift premium.

Existing Article 20.04 does not apply.

GENERAL FOOTNOTES

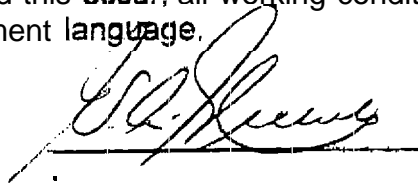
Existing General Footnote #5 does not apply.

For purposes of this Letter of Understanding, only the following facilities are considered to be Multi-Use complexes:

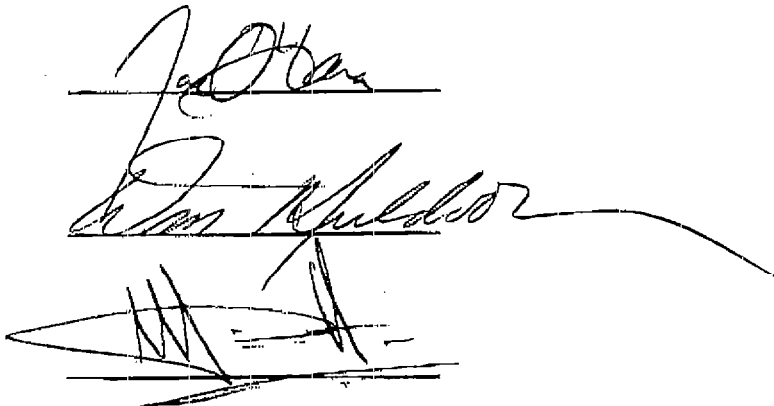
- .. St. Cecilia/Diana, Princess of Wales School
- .. Central Erin Mills Multi-Use Complex

The Union acknowledges that the parties to the joint ownership agreement may end or not renew any custodial/maintenance contract, in whole or in part, for a Multi-Use Complex. Should this occur, all working conditions will revert back to the current collective agreement language.

For the Board:



For the Union:



DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
BOARD/CUPE 1483 NEGOTIATIONS

IT WAS AGREED TO DELETE THE FOLLOWING CLAUSES AT THE MEETING OF FEBRUARY 15, 1999:

LETTER OF INTENT #1

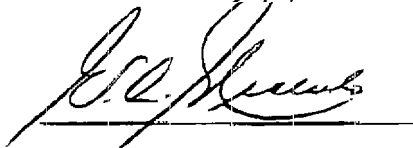
The parties agree to meet during the term of this Agreement for the purpose of jointly developing job descriptions for bargaining unit positions.

LETTER OF INTENT #3

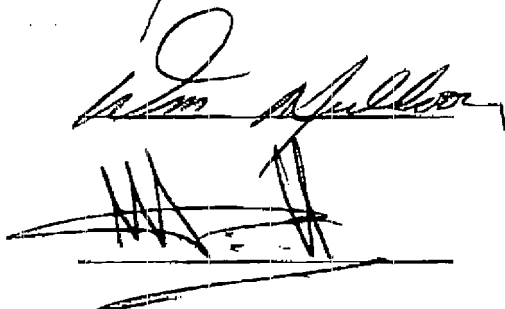
With respect to Article 11.06 (selection to Head Custodial positions), the Parties agree to jointly develop an Advanced Custodial Course by June 1, 1991. The Committee designated to develop the Advanced Custodial Course shall be limited to three (3) representatives from the Union and three (3) representatives from the Board, Upon recommendation by the Joint Committee, the Advanced Custodial Course shall be implemented.

Employees who have successfully completed both the Basic Custodial course and the Preventative Maintenance course are deemed to have completed the Advanced Custodial course.

For the Board:



For the Union:



DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
BOARD/CUPE 1483 NEGOTIATIONS

THE FOLLOWING CLAUSE WAS AGREED TO AT THE MEETING OF FEBRUARY 15, 1999:

LETTER OF INTENT #2

All employees employed by the Board on April 1, 1998 who have since terminated their employment with the Board are eligible to receive retroactive payment for all paid hours after April 1, 1998. The Board shall send to such individuals, at their last known address, notification of their eligibility to receive retroactive pay within sixty (60) days of ratification of this Agreement. Such individuals shall reply, in writing, to the Board within thirty (30) days of receipt of the notification stating their wish to receive retroactive pay and the Board shall issue retroactive pay cheques upon receipt of such reply.

For the Board:



For the Union:

