

MEMORANDUM OF SETTLEMENT

B E T W E E N:

Renfrew County District School Board

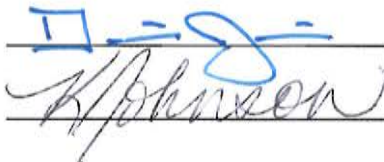
And

**The Canadian Union of Public Employees
and its Local 1321**

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

DATED at Pembroke, Ontario, this 19 day of September, 2013.

FOR THE BOARD



FOR THE UNION:

Appendix A

ITEMS AGREED TO
 BETWEEN
 THE RENFREW COUNTY DISTRICT SCHOOL BOARD
 AND
 CUPE LOCAL 1321

1. AMEND Article 4 – Correspondence

4.01 Correspondence and Notice

All general correspondence and notices between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the person designated by the Employer and the ~~Secretary~~-President of the Union.

The President of the Union shall be given a copy of all memos and/or correspondence that is intended for the general membership concurrently with release to the membership.

2. AMEND Article 10 – Seniority

~~Delete 10.01 (1)~~ – calculation of seniority for employees hired prior to September 1, 1975

3. AMEND Article 11 – Posting and Filling Positions

11.01 (a) Job Postings

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall notify the Union in writing in addition to notifying the Union they shall post all internal and external CUPE 1321 positions on the Renfrew County District School Board web site and post the notice of the position in all the buildings of the Employer on the bulletin boards in each building designated for the said purpose (one bulletin board for each building). The notices shall be posted for a minimum of one (1) week in order that all members will know about the position and be able to make written application therefore.

In the event of a vacancy or additional hours increasing a part-time position by five (5) or more hours per week, the position shall be posted. **The successful candidate must accept all the additional hours posted.** ~~The incumbent in such part-time position shall receive notice of layoff but notwithstanding Clause 40.06(b) notice of such layoff will be provided in accordance with the Employment Standards Act.~~ In the event that additional hours do not result in the change of a part-time position by five (5) or more hours per week, the additional hours shall be offered to the most senior qualified part-time employee at the

location in case of schools and at the department in the case of an administrative office. If the hours are declined, they shall be offered to the next senior qualified employee. Any hours not taken shall be posted.

In filling the position it is recognized that the Employer may:

1. hire outside the Bargaining Unit when no suitable employee applies in writing within the time prescribed in the posting;
2. appoint from within the Bargaining Unit employees who consent but have not applied.

Both Parties recognize:

1. the principle of promotion within the Bargaining Unit; and
2. that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant having the required qualifications, required skills, experience and the greatest seniority. Appointments from within the Bargaining Unit shall be made within twenty-five (25) working days of the posting.

4. AMEND Article 13 – Hours of Work

13.01 The normal work week for all employees shall consist of five (5) seven-hour days, from Monday to Friday inclusive.

(a) The hours of work shall be between 7:30 a.m. and 5:00 p.m. ~~8:00 a.m. and 5:00 p.m.~~ with one (1) hour off for lunch between 11:00 a.m. and 2:00 p.m. ~~11:30 a.m. and 2:00 p.m.~~

(b) Notwithstanding Article 13.01(a) an employee of the IT Department may have two (2) regular shifts in each normal work week scheduled between 8:00 a.m. and 12:00 midnight with a maximum of one-hour lunch period.

No seven-hour day shall be spread over a period longer than eight hours. These hours including the right to take a one-half hour (1/2) lunch period as opposed to one (1) hour may be amended by mutual consent of the employee and the Employer. There shall be no split shifts.

NOTE: The above provisions with respect to "normal" hours of work shall not be construed as a guarantee of any specified hours of work either per day or per week.

5. AMEND Article 15 – Vacation With Pay

15.02 **When any of the Holidays as defined under Article 16.01 fall during an employee's vacation period, no deduction shall be made from the employee's vacation entitlement for that day, provided s/he has received Holiday Pay.**

6. AMEND Article 19 – Insured Benefits

19.09 An employee who is laid off and is placed on recall may maintain his/her benefits for a period of six (6) months provided the employee pays to the Employer 100% of the premiums required. The employee shall either pay the full amount in advance or by pre-authorized monthly debit from the employee's bank account.

7. Reference to the Superintendent of Business or Superintendent of Human Resources replaced with **Superintendent responsible for Human Resources** throughout document.

Dated at Pembroke, Ontario this 11 day of January, 2013.

On behalf of the Renfrew County
District School Board

On behalf of CUPE
Local 1321

