

MEMORANDUM OF AGREEMENT

between

ST. MARGARET'S SCHOOL – KITCHEN AND LAUNDRY STAFF

and

THE PROFESSIONAL EMPLOYEES ASSOCIATION
(The PEA)

1. PREAMBLE:

This letter of understanding reflects terms and conditions of employment applying to Kitchen and Laundry staff employed at St. Margaret's School and covered by the Labour Relations Board amendment (Variance of Certification - Case No. 47268102E) dated April 22, 2002. It is also agreed that all terms in the master agreement covering SMS employees (Effective July 1, 2001 to June 30, 2004) shall apply to Kitchen & Laundry employees; it is also understood that in the event that the terms in the master agreement differ from those in this agreement, the terms as negotiated in this agreement shall apply.

2. JURISDICTION:

- a) Neither students nor summer program attendees shall perform kitchen work with the exception of assisting during international dinners or special events, as has occurred in the past. In cases where students assist with international dinners, there shall be no reduction in PEA members' hours, nor will PEA members be responsible for the supervision of students.
- b) Neither students nor summer program attendees shall do housekeeping laundry or other work which would reduce the current work schedule of PEA laundry staff.
- c) The excluded kitchen manager may assist kitchen staff as part of her/his regular duties. Except in unusual circumstances, the manager may not assume the normal duties of PEA members which would result in the reduction of their hours.
- d) St. Margaret's School shall not expand current outsourcing practices

3. SHIFTS & HOURS OF WORK

- a) Employees in the kitchen/laundry shall have a schedule established and posted providing hours and days of work at least two weeks in advance.
- b) In special circumstances, such as unforeseen and unscheduled events, management shall have the right to change shifts upon 48 hours notice, but agrees to give as much notice as possible.

- c) All shifts assigned by the employer shall conform with the following guidelines:
- i. All shifts shall be a minimum of four hours;
 - ii. Employees may request shift schedules and such requests will not be unreasonably denied;
 - iii. In the exercise of its right to schedule shifts in a manner which is consistent with the best interests of its operation, SMS shall make every reasonable effort to apply the principles of seniority in the assignment of shifts for regular kitchen staff;
 - iv. For the purpose of calling in staff to replace regular staff or to fill unscheduled shifts, SMS shall first call in by seniority any regular staff who are laid off, or who have experienced a reduction in hours. If no regular staff are on lay-off or reduction of hours SMS shall then make every reasonable effort to apply the principles of seniority in calling in relief staff;
 - v. Any reduction in the hours of regular kitchen/laundry staff must be as a result of a reduction in the work required.

4. PAID VACATIONS & STATUTORY HOLIDAYS

- a) "the terms of article 12.03 with the following inserted after four (4) weeks per year: After 20 years, this shall increase to five (5) weeks per year. The balance as per article 12.03.
- b) Vacations may be taken at any time during the year, with the agreement of management. Such agreement shall not be unreasonably withheld.
- c) Employees required to work on a statutory holiday shall be paid 1 ½ times their regular wage for the time worked up to 11 hours each day, and double time for any time worked over 11 hours.
- d) Regular employees who are required to work on a statutory holiday will be given another day off with pay, which shall be scheduled in consultation with the employee.

5. WAGES:

PEA proposal 6/26/02 for final settlement is parity with amounts received, and to be received by other SMS support staff:

\$500.00 signing bonus for regular staff members;

Wage increases as negotiated in master agreement (July 1, 2001 to June 30, 2004)

July 1, 2002: 3.5%

July 1, 2003: 3.0%

For St. Margaret's School;

Signed by:

Joseph Ravick
Vic Clayton

For Professional Employees Association

Signed by:

Tom Gore
Dani Alldrick
Carl Everitt
Raj Baidwan
Pat Giommi