



**2010 – 2015**

# **LOCAL ARRANGEMENTS**

*between the*

**Independent Association of Support Staff**

*and the*

**Lester B. Pearson School Board**

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## **Chapter 3-0.00**

### **Union Prerogatives**

#### **3-2.00 UNION MEETINGS AND USE OF BOARD PREMISES FOR UNION PURPOSES**

##### **3-2.04 SECRETARIAL PREMISES**

The Board shall provide the Union, under conditions which will be determined from time to time, with premises for a Union office.

**PROTECTED**

In the event that the use of the current premises is to be withdrawn, the Board shall notify the Union five (5) months in advance.

#### **3-3.00 DOCUMENTATION**

No later than October 30<sup>th</sup> of each year, the Board shall provide the Union with the written work schedules, for the current year, for all Daycare Technicians, Daycare Educators Principal Class, Daycare Educators, Student Supervisors, Integration Aides, Special Education Technicians, and Documentation Technicians.

## **Chapter 4-0.00**

### **Labour Relations Committee and Committees prescribed under the Education Act**

#### **4-1.00 LABOUR RELATIONS COMMITTEE**

**4-1.02** The Labour Relations Committee shall consist of:

- 3 representatives from the Union
- 3 representatives from the Board

**PROTECTED**

**4-1.03** The Labour Relations Committee shall meet regularly on a monthly basis.

**PROTECTED**

Meeting Minutes will be recorded and distributed to the Committee members by the Board, no later than 10 working days after the meeting.

**4-1.05** The Labour Relations Committee may submit recommendations to the Board on matters of a professional nature and on any other subject that is specifically referred to by this agreement.

**PROTECTED**

#### **4-2.00 GOVERNING BOARD COMMITTEE**

An employee called on to participate in a committee relating to Governing Board may be absent from work without loss of salary in order to take part in the meetings after having informed his or her immediate supervisor. However, if the meetings take place outside of working hours, the employee shall be remunerated in time equal to the hours of the duration of the meeting, or money at the basic hourly rate.

## **Chapter 5-0.00 Social Security**

#### **5-1.00 SPECIAL LEAVES**

##### **LETTER OF AGREEMENT - SEPTEMBER 30, 2001**

When there is a closure of a School, Centre, or the Administrative Office due to unforeseen circumstances, the employee shall not be deducted his/her pay. All regular, part-time, Chapter 10 and replacements will benefit from this arrangement.

For employees covered under Chapter 10-0.00, if the closure in question is made up during the course of the school year on a pedagogical day, then said pedagogical day will be treated as an unpaid work day.

**5-1.01 h)** In the application of Paragraph h) of Clause 5-1.01 of the Provisions constituting the Collective Agreement, an employee may be absent for the three designated days for reasons other than those specified in the Provisions constituting the Collective Agreement by obtaining prior approval from his/her supervisor. Such absence shall not result in extending any holiday of five or more days.

**PROTECTED**

Valid reasons to allow an individual to be absent from work without loss of salary for any of the 3 days mentioned in Article 5-1.01 h) of the Provincial Entente are as follows:

##### **A maximum of one day per school year for:**

1. **PERSONAL, CONFIDENTIAL REASON - no reason needed**

2. **WORK-OFF TIME** – as prescribed in Article 8-2.00 of the Local Agreement
3. **MEDICAL APPOINTMENT** - required specific tests, specialist consultation or day surgery for the employee or the immediate\*\* family. A medical certificate\* may be requested by the administration.
4. **ILLNESS** - when all sick days have been used. A medical certificate\* may be requested by the administration.
5. **GRADUATION** of an immediate\*\* family member - the day of the event (High School, CEGEP or University only)
6. **CRITICAL ILLNESS \*\*\*** of an immediate\*\* family member, which requires the presence of the employee during working hours at either the medical institution or the domicile where the critically ill person is being tended. A medical certificate or doctor's note must be provided (at the employee's expense) which illustrates the need for the employee to be present during working hours.
7. **BIRTH** of a grandchild.
8. Observance of the following **RELIGIOUS HOLY DAYS \*\*\***
  - a) Jewish Faith:  
Rosh Hashanah, Yom Kippur
  - b) Eastern Orthodox Christian:  
Julian Calendar – Christmas Day, Good Friday  
Gregorian Calendar – Feast of Annunciation, Good Friday
  - c) High holy days of other recognized organized religions to which the employee can prove affiliation.

\* *The cost of medical certificates will be reimbursed by the Board upon presentation of receipts.*

\*\* *Immediate family includes spouse, child, spouse's child, mother, father, brother, sister, and grandparents.*

\*\*\* *The LBPSB will accommodate up to a maximum of 3 religious holy days and/or critical illness in a family.*

- Both parties agree to study and give consideration to special requests not listed above should such cases occur.
- All special leave days will be used in either half days or full days.
- In the case of medical appointments and critical illness of an immediate family member, the day(s) may extend a holiday of five or more days on condition that the employee, at his/her own expense, produces a doctor's note confirming the reason for the absence.

## **5-2.00 PAID LEGAL HOLIDAYS**

**5-2.02** In accordance with Clause 5-2.02 and 5-2.05 of the Provisions constituting the Collective Agreements, paid legal holidays shall be set by the School Board before July 1 of each year after consultation with the Union and shall take into account the restrictions imposed by the school calendar. The legal holidays will be:

New Year's Day—January 1  
January 2  
Good Friday  
Easter Monday  
One additional day at Easter.  
Fête des Patriotes  
Fête nationale  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Eve—December 24  
Christmas Day—December 25  
Boxing Day—December 26  
New Year's Eve—December 31

**PROTECTED**

## **5-6.00 VACATION**

**5-6.10** In the application of Clause 5-6.08 of the Provisions constituting the Collective Agreements, the vacation periods shall be modified as follows:

For calculation of vacation a "year of service" is a full school year, i.e. July 1–June 30.

- a) for all employees with less than one (1) year of service by June 30<sup>th</sup>, refer to table **5-6.09 (S19)**.

- b) Employees with one (1) complete year of service by June 30<sup>th</sup> - 20 working days.
- c) Employees with ten (10) or more complete years of service by June 30<sup>th</sup> - 25 working days.

The Professional Improvement Committee shall consist of:

- 2 representatives from the Board
- 2 representatives from the Union

**PROTECTED**

The Board shall distribute up to five (5) days of vacation during the September 1<sup>st</sup> to June 30<sup>th</sup> period. The designated five (5) days shall constitute part of the vacation period to which employees would be entitled as of July 1<sup>st</sup> of the following school year. Employees will be notified by October 15<sup>th</sup> of the distribution of these five (5) days of vacation.

No more than three weeks vacation shall be taken consecutively unless approval of the immediate supervisor is obtained.

In case of conflict in vacation period requests, seniority of service shall prevail.

Vacation days may be added to a school break period if approved by the immediate supervisor.

Any annual sick days remaining on June 30<sup>th</sup> may be added to the annual vacation allotment.

**PROTECTED**

**5-7.00 TRAINING AND PROFESSIONAL IMPROVEMENT**

**5-7.01** On a yearly basis, the Professional Development Committee will recommend to the Board, the date of the professional development day for all support staff. On that day, the Union may also inform its members on the interpretation and application of the Collective Agreement. The amount of time allocated to the Union shall be determined by the Professional Development Committee provided for in Clause 5-7.05.

**5-7.05** The Board, following consultation with the Labour Relations Committee, shall establish a Professional Improvement Committee for the purposes of applying the provisions provided in Article 5-7.00 of the Provisions constituting the Collective Agreement.

**PROTECTED**

**Chapter 7-0.00  
Movement of Personnel and  
Security of Employment**

**7-1.00 MOVEMENT OF PERSONNEL**

**LETTER OF AGREEMENT - SEPTEMBER 30, 2001**

In reference to Articles 7-3.06, 7-3.07, 7-3.08, the Board and the Union agree that when there is more than one displacement to make following the abolishments, the employees whose posts have been abolished will choose, by order of decreasing seniority from among the vacant or newly created positions in his/her class of employment.

**7-1.03** There will be no postings during the five week period which includes approximately the last three weeks in July and the first two weeks in August. The exact dates will be determined by the Board and the Union on a yearly basis.

In addition to the hard copies posted in the schools/centres/offices, all postings will be placed on Intranet which can be accessed through the Lester B. Pearson School Board website.

**7-1.11** A temporarily vacant position of 20 weeks or more will normally be posted. Should the Board wish not to post such a position, the Board agrees to consult with the Union prior to making this decision.

**7-3.00 SECURITY OF EMPLOYMENT**

**7-3.40** Refer to arrangements to settle Grievance No. 004-6397.

**Chapter 8-0.00**  
**Working Conditions**

**LETTER OF AGREEMENT - SEPTEMBER 30, 2001**

The Board and the Union agree that the employee and his or her supervisor will schedule "work-off" hours to allow said employee to take the school year breaks without loss of salary.

Work-off hours are not to be used in situations where there is a need for overtime. In an overtime situation where a supervisor requests an employee to stay after the regular working hours to work, the provisions regarding overtime compensation in the Provincial Collective Agreement, Chapter 8-3.00 shall apply.

**8-2.00 WORKWEEK AND WORKING HOURS**

**8-2.01** When recommended by the Lester B. Pearson School Board Calendar Committee (if such committee should exist), each support staff will be required to work-off the required hours in order to allow him/her the school year breaks. One day (1) of the three (3) allotted PLA's (5-1.01 h) may be used toward this work-off time.

**PROTECTED**

These hours must be authorized in advance by the employee's supervisor and be completed during the school year (July 1 to June 30) in which the need occurs. This "work-off" time is normally done in increments of 30 minutes.

**8-2.11** From the work day after the last elementary pupil day until the Monday before the arrival of the pupils in August, Lester B. Pearson School Board support staff will work the equivalent of 6.5 hours per day.

**PROTECTED**

**8-5.00 HEALTH AND SAFETY**

**8-5.03** In the event that a Board Health and Safety Committee is put in place, its membership will include a representative of the Union.

**Chapter 10-0.00**  
**Special Provisions Concerning Certain Employees**

**10-1.00 EMPLOYEES WORKING EXCLUSIVELY WITHIN THE FRAMEWORK OF ADULT EDUCATION OR VOCATIONAL EDUCATION COURSES**

**LETTER OF AGREEMENT-- NOVEMBER, 2012**

After working in his/her own Chapter 10-1.00 position for five (5) consecutive years, the Board may grant the employee concerned a once-in-a-lifetime leave without pay for reasons it deems acceptable. The employee must make the request to the Board in writing stating the reasons for the leave of absence.

**10-2.00 STUDENT SUPERVISORS AND CAFETERIA EMPLOYEES WORKING 15 HOURS OR LESS PER WEEK**

**LETTER OF AGREEMENT-- NOVEMBER, 2012**

After working in his/her own Chapter 10-2.00 position for five (5) consecutive years, the Board may grant the employee concerned a once-in-a-lifetime leave without pay for reasons it deems acceptable. The employee must make the request to the Board in writing stating the reasons for the leave of absence.

**10-2.08** By December 1, the Board shall send a list of non-recalled employees according to class of employment and duration of employment to all schools.

**10-3.00 EMPLOYEES WORKING LESS THAN 15 HOURS IN A DAY CARE SERVICE UNDER THE AEGIS OF A BOARD**

**LETTER OF AGREEMENT-- NOVEMBER, 2012**

After working in his/her own Chapter 10-3.00 position for five (5) consecutive years, the Board may grant the employee concerned a once-in-a-lifetime leave without pay for reasons

it deems acceptable. The employee must make the request to the Board in writing stating the reasons for the leave of absence.

**PROTOCOL- OCTOBER 10, 2006**

When a Chapter 10 Daycare Educator replaces a regular Daycare Educator, he/she continues to accumulate Chapter 10 duration of employment for the number of hours he/she was originally working. The additional hours worked as a replacement accumulate toward placement on the Daycare Educator priority of employment list.

**10-3.05** By December 1, the Board shall send a list of non-recalled employees according to class of employment and duration of employment to all schools.

IN WITNESS THEREOF the parties of this Agreement have signed in

\_\_\_\_\_ this \_\_\_\_\_ day of the month of \_\_\_\_\_ 2013.

FOR THE EMPLOYER GROUP

FOR THE UNION GROUP

(signed)

\_\_\_\_\_

Suanne Stein Day  
Chairman, LBPSB

(signed)

\_\_\_\_\_

Luce Pattison  
President, IASS

(signed)

\_\_\_\_\_

Robert T. Mills  
Director General, LBPSB

(signed)

\_\_\_\_\_

Anita Nenadovich  
Interim 2<sup>nd</sup> Vice-President & Secretary, IASS

(signed)

\_\_\_\_\_

John Brennan  
Director, Human Resources

(signed)

\_\_\_\_\_

Sheila Showers  
Director, IASS

(signed)

\_\_\_\_\_

Donna Marziliano  
Coordinator, Human Resources