

2020-2023

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.

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In the event that the use of the current premises is to be withdrawn, the Board shall notify the Union five (5) months in advance.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 November 30th of each year, the Board shall provide the Union with the 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 using the uniform template. The Board shall provide a uniform template that all schools/centres will use, and will be uploaded into an online platform.

**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 WILL CONSIST OF:

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

PROTECTED

4-1.03 THE LABOUR RELATIONS COMMITTEE WILL MEET REGULARLY ON A MONTHLY BASIS

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

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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

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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 equal to the hours of the duration of the meeting 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 workday.

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 their supervisor as soon as possible, with at least one (1) workday. Such absence shall not result in extending any holiday of five or more days.

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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:

TWO SCHOOL DAYS PER SCHOOL YEAR FOR:

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

ONE SCHOOL DAY PER SCHOOL YEAR FOR:

- 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 ONE OF THE HIGH HOLY DAYS OF A RECOGNIZED AND ORGANIZED RELIGION TO WHICH THE EMPLOYEE CAN PROVE THEIR AFFILIATION.**
9. **PROFESSIONAL DEVELOPMENT** with prior approval
 - Professional Development must be related to the employee's work

* *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

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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 30th, refer to table **5-6.09 (S19)**.
- b) Employees with one (1) complete year of service by June 30th - 20 working days.
- c) Employees with ten (10) or more complete years of service by June 30th - 25 working days.

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

PROTECTED

5-7.00 TRAINING AND PROFESSIONAL IMPROVEMENT

5-7.06A All funds related to professional improvement will be discussed at the Professional Development Committee, as per the provincial agreement.

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

The Professional Improvement Committee shall consist of:

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

The members of the committee will be reviewed annually.

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**CHAPTER 6-0.00
REMUNERATION**

6-4.00 TRAVEL EXPENSES

- 6-4.04** When the use of a personal cell phone is (locally) agreed upon by the school/centre administrator, a portion of the cost may be reimbursed as per the Reimbursement of Expenses procedures. A request form, including the specific work-related usage, will need to be submitted annually, along with any pertinent receipts.

**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 abolishment, 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.

- 7-1.04** In the summer, all postings during the period beginning on the second Friday in July will be posted on the SSO for a period of 3 weeks. Interviews for open postings will not take place during this period. In the summer, exceptionally, all postings must be open to applicants for 5 business days.

All postings will be placed on Intranet and will be further available through the online applicant tracking system used to process applications, which can be accessed through the Lester B. Pearson School Board website.

- 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.

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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.

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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.

- 8-2.06** An interruption in the work schedule will exceptionally be authorized to enable support staff to act as a student supervisor (4223) to work for the recess supervision in the morning and/or afternoon. Said hours will be offered by seniority to support staff within an elementary school. Their regular schedule continues following this interruption.

- 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 an exceptional authorized leave of absence without pay for reasons it deems acceptable. The employee must make the request to the Board in writing stating the reasons for the requested leave of absence.

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ack GHT
ph.*

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 an 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

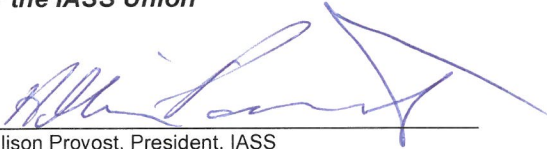
When a Chapter 10 Daycare Educator replaces a regular Daycare Educator, he/she continues to accumulate Chapter 10 duration of employment for the number of hours he/she was originally working. The additional hours worked as a replacement accumulate toward placement on the Daycare Educator priority of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

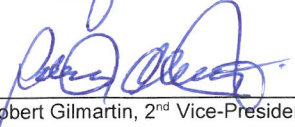
In Witness Whereof the parties of this Agreement have signed in Dorval

this 29 day in the month of June, 2023.

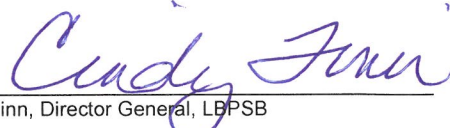
For the IASS Union

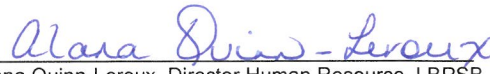
X 
Allison Provost, President, IASS

X 
Jennifer Holmes, Vice-President, IASS

X 
Robert Gilmartin, 2nd Vice-President, IASS

For the Lester B. Pearson School Board

X 
Cindy Finn, Director General, LBPSB

X 
Alana Quinn-Leroux, Director Human Resource, LBPSB

X 
Michael Rabinovitch, Assistant Director Human Resource, LBPSB

COMPENSATORY TIME AGREEMENT 2023-2024

To: All Regular Technical/Paratechnical/Administrative Support Positions

In order to get 10 paid days off during the winter break from December 25th, 2023 to January 5th, 2024, inclusive, regular employees must work beyond their normal schedule so as to accumulate the appropriate compensatory time as **agreed and pre-approved** by your local school/centre team and your school/centre administrator.

Prior to September of any given school year, each local IASS team, in collaboration with the school/centre administration, will establish a list of work-related tasks and school/centre events or activities that can be used by employees as opportunities to work beyond their normal schedule to be applied as compensatory time. The school/centre administration will finalize the list of approved tasks to be used towards this "work-off" time.

- This arrangement is for the winter compensatory time only. This is not to be used for other compensatory or overtime.
- For automatically paid **full-time** (100%) support staff who are employed by the Board on or before December 25th, 2023, the compensatory time required is 28 hours or 4 days. For **part-time** support staff, the compensatory time is equivalent to 4 workdays prorated at their specific salary percentage.
- One PLA day may be used towards compensatory time. Replacement hours and Governing Board participation may not be used.
- Employees may wish to opt out of compensatory time and will NOT be paid for the 4 days off over the annual winter holiday period. Please notify Sharon Lingle no later than October 15th, 2023.

EMPLOYEE LAST NAME: _____ FIRST NAME: _____

EMPLOYEE #: _____ PLACE OF WORK: _____

YES _____ I wish to use one (1) of my PLA days, reducing my compensatory time to equivalent of 3 workdays.

List of agreed upon and approved work-related tasks, school/centre events or activities from the approved local list, established before September of the current school year, to be used towards this "work-off" time:

Task/Event/Activity	One time or Recurring?	Estimated Time
TOTAL:		

Date: _____

Signature of Employee

Signature of Principal/Centre Director

Please return signed arrangement to Sharon Lingle in Human Resources no later than October 15th, 2023.

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Request Form for Compensation of Cell Phone Use Associated to Specific Job Tasks of Identified Support Staff

As per clause 6-4.04 in the IASS Local Arrangement, specific Support Staff members can request compensation for personal cell phone use, in accordance with the policies and procedures established for remuneration of such an expense. This signed contract is required in order for any Support Staff to apply their personal cell phone use into an expense report for financial compensation.

The employee must stipulate, on this form, the specific job-related tasks that are being performed, when it requires the use of a personal cell phone and, further indicate how the current school/centre phones, intercoms, etc. are not available and therefore require the use of a personal device.

Receipts must be included with the monthly expense report to be compensated, as per the established monthly remuneration rate by the School Board.

Support Staff must provide this contract annually to their school/centre director and have it signed by the administrator. It is understood that the decision is locally based on specific needs of each independent school/centre when an employee requests to use their personal cell phone to attend to specific job-related tasks.

Details of request: _____

Employee: _____ Date: _____

School/Centre: _____ Job: _____

Support Staff Signature

School/Centre Director Signature

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