# LOCAL ARRANGEMENTS

# between

# COMMISSION SCOLAIRE RIVERSIDE SCHOOL BOARD

# and

# SYNDICAT DES EMPLOYÉES ET EMPLOYÉS PROFESSIONNELS-LES ET DE BUREAU, SECTION LOCALE 576, SEPB CTC-FTQ



Collective Agreement 2023-2028

#### **3-1.00 POSTING**

The following clauses shall replace clauses 3-1.01 and 3-1.03 of the collective agreement:

- 3-1.01 The board shall place bulletin boards at the disposal of the union, in areas accessible to all support staff, usually those or near those used by the board for its own documents or near the employees' entrance and exit areas.
- 3-1 .02 The union may use these bulletin boards, and/or electronic mail where available, to post a notice of a meeting or any other document issued by the union provided that it is signed by a union representative and that a true copy is given, where possible, at least 24 hours in advance to the person designated by the board.
- 3-1.03 The school board will post all available positions on its website. Employees will be expected to check the website for available positions.

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

The following paragraph shall replace the second paragraph of clause 3-2.04 of the collective agreement:

3-2.04 The board agrees to provide a centrally located meeting room or small office in a building with access while the building is open, if available, for the union secretariat at no cost to the union within thirty (30) days of the date of the coming into force of the collective agreement.

#### 3-3.00 DOCUMENTATION

3-3.02 The following paragraphs shall be added to clause 3-3.02 of the collective agreement:

No later than November 30 of each year, the board shall provide the union with a computer file1 containing the complete list of employees to whom the agreement applies and indicating for each: surname and given name, status (probationary, tenured regular, regular, temporary), the position held, whether the position held is on a full-time or part-time basis, the class of employment, salary and premiums, if any, the department or school to which he or she is assigned, date of birth, home address, telephone number, personal and professional emails, and identification number, the foregoing as brought to the board's attention as well as any other information previously provided. The board shall continue to provide the list of employees' names in alphabetical order if it was doing so prior to the date of the coming into force of the local arrangements.

The school board shall install, on the union's computer, the same administrative software that is installed in the administrative unit where the union office is located without cost to the union.

- 3-3.03 The following paragraph shall be added to clause 3-3.03 of the collective agreement:
  - g) The board shall provide a copy of all daycare schedules by September 20<sup>th</sup>. The Board shall provide a copy of all special education sector schedules for regular employees by October 15<sup>th</sup>. All temporary schedules for the special education sector will be provided by the Board as received.

Clause 3-3.03 g) will become h):

h) any other information agreed to between the board and the union.

#### 3-4.00 UNION SYSTEM

3-4.04 The following paragraphs shall be added to clause 3-4.04 of the collective agreement:

The School Board shall also make this Local Arrangement available 10 all employees via the RSB website.

In the new employee welcoming package, the board will include the electronic union membership card, namely but not limited to regular, temporary, student supervisors and replacements.

#### 3-5.00 UNION REPRESENTATION

3-5.02 The following paragraph shall be added to clause 3-5.02 of the collective agreement:

The administration of each Center or School shall inform the Union delegate of all new employees hired by said Center or School.

#### **3-7.00 UNION DUES**

3-7.03 The following paragraph shall be added to clause 3-7.03 of the collective agreement:

The School Board shall remit to the Local Unit, in an electronic form, the same information as provided for in said article.

#### 4-1.00 LABOUR RELATIONS COMMITTEE

The following clauses shall be added to the collective agreement:

- 4-1.04 This committee will also discuss problems concerning health, safety and the physical well-being of the support staff.
- 4-1.05 The members of the committee shall be named as of September 30th of each school year.

- 4-1.06 Each group may invite an additional person to any meeting, by mutual agreement, provided that notice is given to the other party before the meeting. The invitee shall not have a vote.
- 4-1.07 At a subsequent meeting of the Labor Relations Committee, the union representatives may ask the school board representatives to explain a decision of the school board regarding a subject which was previously discussed by the Labor Relations Committee.

#### 5-1.00 SPECIAL LEAVES

- 5-1.01 The following clause shall replace clause 5-1.01 h) of the collective agreement:
  - h) an employee may be absent from work without loss of salary for a maximum of three (3) working days per year for personal business that cannot be conducted outside of regular working hours. This provision allows for the absence with salary during these 3 days, however, the employee must have a valid reason that fits within the parameters of "personal business" and these days are not intended for leisure.

Should an employee wish to take a personal day without providing reasoning, they must take a day out of their sick bank (max 1 per year) and a 24-hour notice is required.

The board will accommodate the use of three (3) days for religious holidays. This request needs to be made to the director of human resources on the appropriate form, at the beginning of the year identifying the religious holiday and the date.

Pursuant to clause 5-1 .08 of the collective agreement the procedures concerning the closure of schools, centers and/or offices for inclement weather are found in Appendix I of these local arrangements.

5-1.08 The following clause shall be added to clause 5-1.08 of the collective agreement:

In case of inclement weather, where the school/centre/Administrative Centre is closed, the employee who has signed a telework agreement will not be required to work remotely. Internal meetings may be rescheduled, and employees are expected to use professional judgment for scheduled external meetings.

#### 5-3.00 LIFE, HEAL TH AND SALARY INSURANCE

5-3.39 The following paragraph shall be added after the 2<sup>nd</sup> paragraph of clause 5-3.39 of the collective agreement:

The seven (7) redeemable days may be converted to vacation days at the request of the employee. This request must be made to the Board, latest May 30th of every year. In the event that no request is made, the Board shall redeem said days as provided by the collective agreement.

#### 5-6.00 VACATION

5-6.04 The following paragraphs shall be added to clause 5-6.04 e) of the collective agreement:

The board must establish and notify all support staff of the respective shutdown period for its schools, centers, and board offices before May 1st of the preceding school year.

If there is a problem concerning the refusal to grant an employee's request to take part of his vacation outside July and August, not including the shutdown of the school boards activities, the Labor Relations Committee shall study and discuss the matter.

5-6.06 The following clause shall replace clause 5-6.06 of the collective agreement:

The employee on vacation shall continue to receive the salary regularly paid to them under article 6-7.00. The employee will continue to receive his salary on the regular pay schedule unless he requests 21 days in advance that the salary shall be paid to them before their departure.

#### 5-8.00 CIVIL RESPONSIBILITY

5-8.01 The following paragraph shall be added to clause 5-8.01 of the collective agreement:

The School Board shall provide a list to the Union of all employees regularly called upon to drive students during the course of their work; this excludes emergency situations. The School Board shall reimburse the employee in the event that extra insurance is required.

5-8.05 The following paragraph shall be added to clause 5-8.01 of the collective agreement:

The School Board shall provide the union with a list of employees who are qualified to administer firstaid.

#### 5-9.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

5-9.17 The following paragraph shall be added to clause 5-9.17 of the collective agreement:

A priority assignment session for all sectors will be held following the regular assignment session.

#### 5-10.00 LEAVE OF ABSENCE WITHOUT PAY

5-10.12 The following clause replaces clause 5-10.12 of the collective agreement:

The employee can, with good reason, end a leave of absence without pay before the expected return date by advising the School Board, in writing, at least 15 business days prior to their return.

#### 6-4.00 TRAVEL EXPENSES

According to the School Board policy in place.

#### 6-7.00 PAYMENT OF SALARY

6-7.01 The following sentence shall be added to the first paragraph of clause 6-7.01 of the collective agreement:

The board's proposed payment schedule for the next fiscal year shall be posted on the RSB website prior to June 30th of each year.

6-7.02 The following paragraph shall be added to clause 6-7.02 b) of the collective agreement:

The pay slip shall be provided in an electronic form.

6-7.03 The following paragraph shall be added to clause 6-7.03 of the collective agreement:

All of the pertinent information regarding the reimbursement is indicated therein, indicating namely the amount owed, the employee's gross salary, date, and repayment schedule agreed between the School Board and the employee.

#### 7-1.00 MOVEMENT OF PERSONNEL

- 7-1.13 The following clause shall replace clause 7-1.13 a) of the collective agreement:
  - a) the third refusal of an employment offer in the same year, except for one of the following reasons:
    - A maternity leave, a paternity leave or an adoption leave,
    - A disability or a work accident within the meaning of the collective agreement,
    - Number of hours in the position is less than 20 % of a full-time position,
    - The position is a split shift and is at a distance of more than 1 0 km from previous school,
    - Any other reason agreed between the board and the union.
- 7-1.15 The following paragraph will be added to clause 7-1.15 of the collective agreement:

If any employee has accumulated enough hours to be on the list after it becomes official, the union will provide these names to the board no later than January 31<sup>st</sup>. The School Board will review these requests for addition and a revised priority list of employment will be provided to the union by February 1<sup>st</sup>.

- 7-1.16 In order to prepare a priority list, Appendix III will be used.
- 7-1.17 The following shall be added to the first paragraph of clause 7-1.17 of the collective agreement:
  - a) Employees will be required to check the website for any vacant positions.
  - b) No positions will be posted between July 1 and August 15.

#### 7-3.00 SECURITY OF EMPLOYMENT MECHANISM

7-3.08 The following shall be added to clause 7-3.08 of the collective agreement:

A proxy can be used by an employee who will be absent and/or cannot attend an assignment session. Said proxy will contain the name of the employee, the position held and all relevant information regarding said position (school, hours, etc.). It shall also include the position desired as well as the name of the proxy holder. It must be duly signed and dated by the employee. Said proxy can also be transferred by electronic means.

#### 8-1.00 SENIORITY AND DURATION OF EMPLOYMENT

8-1.11 As per the letter of agreement in appendix III.

#### 8-2.00 WORKWEEK AND WORKING HOURS

8-2.12 The following shall be added to paragraph 1 of clause 8-2.12 of the collective agreement:

Planning time for all classes of employment concerned is to be scheduled without students present and can be before or after school hours, for a minimum of 30 minutes a week.

The following clause shall be added to the collective agreement:

#### 8-2.19 Summer work schedule

During the months of July and August, an employee may ask for the following schedule of hours depending on the nature of work and the needs of the establishment:

Monday to Thursday Regular hours

Friday 12:00 noon closing (no lunch break)

Schools and/or centers may, after consulting the Labor Relations Committee, alter these hours to suit their needs but must maintain the same number of work hours per week.

The summer schedule will start on the Friday after teachers leave work and terminate on the Friday prior to the first week in which teachers report to work in accordance with the school calendar.

The hours paid but not worked on Friday afternoons will become a bank of compensation time to be worked off, at straight time, between the beginning of July and the end of November. This time will be worked according to the needs of the department, school, center and, where possible, at the times mutually agreed upon by the immediate superior and the employee.

#### 8-5.00 HEALTH AND SAFETY

8-5.09 The following paragraph shall be added to clause 8-5.09 of the collective agreement:

The School board must inform the union of inspection visits and CNESST inspector investigations when a union member is directly involved.

#### 8-8.00 CHANGEMENT DE LOGICIEL

8-8.01 The following paragraph shall be added to clause 8-8.01 of the collective agreement:

For major software changes in which the board requires the employee to be trained, the union shall be consulted in advance on the a) nature of the change; b) the impact of the change, c) school, department, or center concerned; U) date foreseen for the implementation: and e) employee or group of employees concerned.

#### 10-0.00 SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES

10-2.05 The following shall be added to clause 10-2.05 of the collective agreement:

A member may request a transfer to another building at the end of the school year provided there is an upcoming vacancy in the new school year. Transfers will be considered by seniority.

The above terms and conditions shall enter into force on the date of signature of this agreement and shall remain in force until they are renewed.

It is agreed that an English version of these local arrangements shall be made available to all parties concerned.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE REQUIRED THAT THIS AGREEMENT AND ALL RELATED DOCUMENTS BE PREPARED IN ENGLISH. LES PARTIES RECONNAISSENT AVOIR EXIGÉ QUE LA PRÉSENTE CONVENTION ET TOUS LES DOCUMENTS CONNEXES SOIENT RÉDIGÉS EN ANGLAIS.

IN WITNESS WHEREOF,	=	cal arrangements have sign he month of	
FOR THE COMMISSION SCOLAIRE RIVERSIDE SCHOOL BOARD		FOR THE SYNDICAT DES EMPLOYÉES ET EMPLOYÉS PROFESSIONNELS-LES ET DE BUREAU, SECTION LOCALE 576, SEPB CTC-FTQ	
Chantale Scroggins, Director General		Valerie Graine-Grillini, President, Local 576, SI	
Shauna Callender, Director of Human Resource	ces	<b>Dona-Lisa Danies,</b> Union Adviser, SEPB-Q	uébec
Lisa Pritchard, Personnel Management Co	onsultant,		

#### APPENDIX I

# PROCEDURES REGARDING THECLOSURE OF SCHOOLS, CENTRES AND/OR OFFICES FOR INCLEMENT WEATHER

If the school board declares the schools, centers and/or offices closed, no employee in the closed school, centre or office will be required to work. There will be no deduction from the employee's salary if the employee was scheduled to work that day.

In the case of student supervisors, this provision shall apply only in the event that their work hours for the day implicated are not able to be redeemed on a conditional pedagogical day in the same school year.

The employee is responsible for ensuring that the school board has, in fact, declared the school, centre and/or office closed.

Any employee who is requested to work during the period that the school board declares the schools, centers and/or offices closed shall be compensated for that period as if he worked overtime.

#### **APPENDIX II**

In each section, the incumbent of the job title in bold are qualified for the subsequent positions, in accordance with the job description contained in the classification plan in effect.

#### **Administrative Technician**

Office Agent, Class I Secretary Office Agent, Class II Office Assistant Student Supervisor

#### Office Agent, Principal Class

Office Agent, Class I Office Agent, Class 11 Office Assistant Student Supervisor

## Office Agent, Class I

Office Agent, Class II Office Assistant Student Supervisor

## Office Agent, Class II

Office Assistant

#### **School or Centre Secretary**

Office Agent, Class I Secretary Office Agent, Class II Office Assistant Student Supervisor

#### **Executive Secretary**

Secretary Office Agent, Class II Office Assistant Student Supervisor

# **Secretary**

Office Agent, Class II Office Assistant Student Supervisor

# **In-school and Daycare Technician**

Educator in a school setting Attendant to the Handicapped Student Supervisor

# Educator in a school setting

Attendant to the Handicapped Student Supervisor

# **Special Education Technician**

Attendant to the Handicapped Educator in a school setting Student Supervisor

# Attendant to the Handicapped

Office Assistant Student supervisor

#### **Student Supervisor**

Office Assistant

#### **APPENDIX III**

#### LETTER OF AGREEMENT

between

#### **RIVERSIDE SCHOOL BOARD**

hereafter referred to as "The Board"

and

#### SEPB - LOCAL 576

hereafter referred to as "The Union"

WHEREAS the collective agreement recognizes that active service becomes seniority

with the school board when an employee obtains a regular position;

In line with the above a seniority list must be established to account for these

employees;

**WHEREAS** an employee cannot accumulate more than 1 (one) year of seniority for any

year applies throughout;

**WHEREAS** seniority is expressed in years, months and days;

#### THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 1. The preamble shall form an integral part of the present agreement.
- 2. Concerning seniority:
  - a) Hours worked in all support staff classifications are counted.
  - b) As of July 1, 2006- one year is equivalent to 1,820 hours.
  - c) Prior to July 1, 2006 one year is equivalent to 1,365 hours for all hours worked on a temporary basis and as a former employee Chapter 10-2, Chapter 10-3 and 10-4.

- 3. Concerning Duration of Employment Chapter 10-2:
  - a) Duration of employment is accumulated as of July 1, 2006 1 (one) year is equivalent to 1,820 hours.
  - b) Prior to July 1, 2006 25% of the value of duration of employment (i.e. four years equal one year).
  - c) The duration of employment of a student supervisor who obtains a regular position will be re-calculated into seniority by the seniority rules described in number 2 above.
- 4. Concerning Duration of Employment for Priority List:
  - a) As of July 1, 2006 one year is equivalent to 1,820 hours.
  - b) Prior to July 1, 2006 one year is equivalent to 1,365 hours for all hours worked on a temporary basis.
  - c) Four months of work for the purposes of 7-1.12 a) is a minimum of 560 hours.
- 5. The parties agree that as of July 1, 2006 the layoff period per clause7-2.03 is included in the calculation of seniority and duration of employment on a prorated basis of the hours worked.
- 6. Any present employee who worked for a school board other than the Riverside School board must provide written proof of the number of hours worked per year in order to have these hours recognized.

This settlement has been written without prejudice and cannot be used as a precedent in any other matter between the parties.

The present agreement constitutes a transaction pursuant to articles 2631 and following of the Civil Code of Quebec.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE REQUIRED THAT THIS AGREEMENT AND ALL RELATED DOCUMENTS BE PREPARED IN ENGLISH. LES PARTIES RECONNAISSENT AVOIR EXIGÉ QUE LA PRÉSENTE CONVENTION ET TOUS LES DOCUMENTS CONNEXES SOIENT RÉDIGÉS EN ANGLAIS.

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