

**AGREEMENT PURSUANT TO CLAUSE 2-2.04
OF THE 2005-2010 COLLECTIVE AGREEMENT**

BETWEEN

ON THE ONE HAND

**THE MANAGEMENT NEGOTIATING COMMITTEE FOR
ENGLISH-LANGUAGE SCHOOL BOARDS (CPNCA)**

AND

ON THE OTHER HAND

**THE SYNDICAT DES EMPLOYÉES ET EMPLOYÉS PROFESSIONNELS-LES
ET DE BUREAU (SEP-B-QUÉBEC)
AFFILIATED WITH THE QUÉBEC FEDERATION OF LABOUR (QFL)
ON BEHALF OF THE UNIONS REPRESENTING SUPPORT STAFF
OF ENGLISH-LANGUAGE SCHOOL BOARDS OF QUÉBEC**

Subject: Amendments to clauses 7-1.28, 7-1.29, 8-2.11, 8-3.01 and 8-3.06

Produced by the Management Negotiating Committee
for English-language School Boards (CPNCA)
October 2008

The provincial negotiating parties agree, in accordance with clause 2-2.04 of the agreement, that the following amendments apply as of July 1, 2007:

- 1) Clause 7-1.28 is replaced by the following:

"7-1.28

When the board decides to fill a temporarily vacant position, an increase in workload or an addition of hours of a predetermined duration of five (5) working days or more, it shall proceed as follows:

- a) notwithstanding the provisions of clause 7-2.04 and subject to the provisions of clause 7-3.17, it shall assign an employee in surplus in its employ;
- b) failing this and subject to the provisions of clause 7-2.04, it shall assign an employee covered by clauses 7-4.04 and 5-3.31 or an employee who could be assigned temporarily under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001);
- c) failing this, in the case of a day care service educator, it shall offer, by blocks of hours¹, to the employee in the same day care service who is able to add the hours to his work schedule without causing a conflict in his schedule and without exceeding the regular workday or workweek prescribed in clause 8-2.01. Adding hours cannot have the effect of changing the employee's status or position;

failing this, in the case of a day care service technician, it shall offer, according to seniority, the position as a promotion to an employee in the same day care service who has the required qualifications and meets the other requirements determined by the board, without changing the employee's status or position;

- d) failing this, the board shall offer the position to persons registered on the priority of employment list."

- 2) Clause 7-1.29 is added:

"7-1.29

When the board adds hours during a pedagogical day, an outing or during the spring break week, it shall offer, according to seniority or duration of employment, the hours according to the following sequence to:

- a) the employee concerned in the day care service;
- b) another employee in the day care service;
- c) another employee in the school. Adding hours cannot have the effect of exceeding the regular workday or workweek prescribed in clauses 8-2.01 and 8-2.02 nor cause a schedule conflict;
- d) any other person."

¹ A block of hours means any working hours, on a daily basis, during which the service is open, morning, noon and afternoon.

- 3) Clause 8-2.11 is replaced by the following:

"8-2.11

During the year, regular working hours may be added to a position. Adding hours cannot have the effect of exceeding the regular workday or workweek prescribed in clauses 8-2.01 and 8-2.02 nor change the employee's status or position. In the special education sector, hours shall be added, subject to clause 7-1.25.

When the board decides to maintain, wholly or partially, the hours added to a position other than a day care service position for the following fiscal year, the position shall then be considered vacant and it shall be added to the bank of vacant positions prescribed in clause 7-3.09. The employee, incumbent of the position, shall benefit from the application of the security of employment provisions as if his position had been abolished."

- 4) Clause 8-3.01 is replaced by the following:

"8-3.01

Any work specifically required by the immediate superior and performed by an employee in addition to the hours of his regular workweek or regular workday prescribed in clauses 8-2.01 and 8-2.02 shall be considered as overtime.

Moreover, an employee working in a day care service who is required to work after the day care is closed at the end of the day or during a paid legal holiday shall be considered as overtime.

Notwithstanding the foregoing, in the case of an employee working in a day care service during a week where there is a pedagogical day, an outing or spring break, the provisions of this article apply when the employee works over thirty-five (35) hours per week."

- 5) Clause 8-3.06 is replaced by the following:

"8-3.06

Failing agreement under the preceding provisions, the employee shall be remunerated according to the following terms and conditions:

- a) at the basic hourly rate increased by one half (150%) for all hours worked in addition to the hours of the regular workweek or regular workday prescribed in clauses 8-2.01 and 8-2.02 or during a weekly day off;
- b) at the basic hourly rate increased by one half (150%) for all hours worked during a paid legal holiday prescribed in the agreement in addition to the salary for this paid legal holiday;
- c) at double his hourly rate (200%) for all hours worked on a Sunday or during the second weekly day off."

IN WITNESS WHEREOF, the parties have signed in Montréal on this 4th day of May 2007.

**FOR THE MANAGEMENT NEGOTIATING
COMMITTEE FOR ENGLISH-LANGUAGE
SCHOOL BOARDS (CPNCA)**

**FOR THE SYNDICAT DES EMPLOYÉES ET
EMPLOYÉS PROFESSIONNELS-LES ET DE
BUREAU (SEPB-QUÉBEC) AFFILIATED WITH
THE QUÉBEC FEDERATION OF LABOUR (QFL)**

(signed) Bernard Huot

(signed) Lise Audet

Bernard Huot
President, CPNCA

Lise Audet
President, CNSS

(signed) Alain Lavoie

(signed) Ruby Mace

Alain Lavoie
Vice-president, CPNCA

Ruby Mace
Negotiator

(signed) Richard DuChemin

(signed) Jack Fitch

Richard DuChemin
Negotiator, MELS

Jack Fitch
Negotiator

(signed) Melody Bell

(signed) Pierre Gagnon

Melody Bell
Negotiator, QESBA

Pierre Gagnon
Spokesperson

