

Agreement in accordance with clause 2-3.04

The purpose of this agreement is to amend
the collective agreement concluded

between

The Management Negotiating Committee for English-language School Boards
(CPNCA)

and

the Union des employés et employées de service, section locale 800 (UES)
affiliated with the Fédération des travailleurs et travailleuses du Québec (FTQ)
on behalf of the unions representing support staff
of English-language school boards of Québec

Subject: Changes made to clauses 1-2.20, 1-2.30, 2-1.01, 8-1.02 and 9-2.22 of the
2023-2028 collective agreement (S11)

(A1-A)

The signatory parties agree as follows:

I- Clauses 1-2.20, 1-2.30, 2-1.01, 8-1.02 and 9-2.22 are replaced by the following:

1-2.20 Regular employee

- a) An employee who has completed the probation period prescribed in clause 1-2.14.
- b) An employee who, in the service of the board, school boards or school service centres (institutions) to which the board is the successor, had acquired the status of regular employee or the equivalent.

1-2.30 Active Service

Period of time during which the employee's salary is maintained or during which he or she actually worked in the service of the board, school boards or school service centres (institutions) to which the board is the successor since he or she was last hired. An employee shall acquire one (1) year of active service if his or her salary is maintained or if he or she actually worked for two hundred and sixty (260) days, except for an employee in a part-time position, in which case, the calculation shall be made proportionally.

2-1.01

[...]

b) Temporary employees mentioned in paragraphs a) and b) of clause 1-2.21

- 1) A temporary employee shall be entitled to the benefits of the agreement as regards the following clauses or articles only:

1-1.00	Objective of the Agreement
1-2.00	Relevant definitions
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Psychological Harassment
1-5.00	Workplace Violence
1-6.00	Use of Information and Communication Technologies
2-2.01	Definitions
2-3.00	Recognition
3-1.00	Posting
3-2.00	Union Meetings and Use of Board Premises for Union Purposes
3-3.00	Documentation
3-4.00	Union System
3-7.00	Union Dues
5-2.00	Paid Legal Holidays (provided that he or she has worked ten (10) days since he or she was last hired prior to the paid legal holiday)
5-7.00	Training and Professional Improvement

5-8.00	Civil Responsibility
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Travel Expenses
6-5.00	Premiums
6-6.00	Loan and Rental of Rooms or Halls
6-7.00	Payment of Salary
7-1.11 to 7-1.15	Priority of Employment List
7-1.18	Procedure for filling a permanently vacant or newly created position: part-time position (subparagraph f) of paragraph 2); full-time position (subparagraphs f) and i) of paragraph 2)
7-1.21 e)	Procedure for filling a temporarily vacant position, an increase in workload and a special project
7-1.26 d)	Procedure for filling a temporarily vacant position, an increase in workload and additional hours
8-1.00	Seniority
8-2.00	Workweek and Working Hours
8-3.00	Overtime
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
10-1.00	Employees Working Within the Framework of Adult Education or Vocational Education Courses
11-3.00	Local arrangements dealing with clauses or articles listed in this paragraph
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-7.00	Relevant Appendices
11-8.00	Printing, Distribution and Translation of the Agreement
Appendix XXIII	Supervision of Trainees and Support for Professional Induction

[...]

d) 7) Working conditions applicable only to temporary employees mentioned in paragraph c) of clause 1-2.21 and employees covered by Chapter 10-0.00 assigned to a special project

In addition to the provisions of subparagraphs 1) to 5) of paragraph d) of clause 2-1.01, an employee benefits from the following:

1-1.00	Objective of the Agreement
1-2.00	Relevant definitions
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Psychological Harassment
1-5.00	Workplace Violence
1-6.00	Use of Information and Communication Technologies

2-2.00	Fringe benefits of the position granted to an employee who holds or occupies one or more positions
2-3.00	Recognition
3-1.00	Posting
3-2.00	Union Meetings and Use of Board Premises for Union Purposes
3-3.00	Documentation
3-4.00	Union System
3-5.00	Union Representation
3-6.00	Leaves for union activities (except long-term leaves for union activities and participation in provincial committees) provided that, in the context of clause 3-6.09, the employee resumes, upon his or her return, the duties performed, if they still exist
3-7.00	Union Dues
4-1.00	Labour Relations Committee
4-2.00	Committees Provided for Under the Education Act (CQLR, chapter I-13.3)
5-1.00	Special Leaves
5-2.00	Paid Legal Holidays
5-3.00	Life, Health and Salary Insurance Plans
5-4.00	Parental rights for the prescribed period of employment excluding the leave of absence without salary or part-time leave of absence without salary to extend a maternity leave, a paternity leave or an adoption leave mentioned in paragraph a) of clause 5-4.39
5-5.00	Participation in Public Affairs
5-6.00	Vacation (at the local parties' choice): eight percent (8%) allowance or application of article 5-6.00 in its entirety
5-7.00	Training and Professional Improvement
5-8.00	Civil Responsibility
5-9.00	Work Accidents and Occupational Diseases except for clauses 5-9.12 to 5-9.18. However, the employee shall resume, upon his or her return, the duties performed upon his or her departure, if they still exist
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Travel Expenses
6-5.00	Premiums
6-6.00	Loan and Rental of Rooms or Halls
6-7.00	Payment of Salary
7-1.18	Procedure for filling a permanently vacant or newly created position: part-time position (subparagraph f) of paragraph 2); full-time position (subparagraphs f) and i) of paragraph 2))
8-1.00	Seniority
8-2.06	Rest Period
8-4.00	Disciplinary Measures (this article applies to a temporary employee after a period of sixty (60) days actually worked)
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms

8-7.00	Technological Changes
8-8.00	Software Changes
9-1.00	Procedure for Settling Grievances
9-2.00	Arbitration
9-3.00	Grievances and arbitration dealing with matters which could be the subject of a local arrangement only
9-4.00	Accelerated Arbitration
9-5.00	Disagreement
9-6.00	Pearbitration Mediation
11-1.00	Contributions to a Savings Institution or Credit Union
11-2.00	Contributions to the Fonds de solidarité des travailleurs du Québec
11-3.00	Local Arrangements
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-6.00	Reprisals and Discrimination
11-7.00	Relevant Appendices
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8-1.02

Seniority corresponds to the period of employment of any regular employee in one of the positions of the classes of employment in the Classification Plan for the technical and paratechnical, administrative and labour support staff in the employ of the board, school boards or school service centres (institutions) to which the board is the successor and it shall be expressed in years, months and days. Moreover, an employee cannot accumulate more than one (1) year of seniority per fiscal year.

The seniority of an employee who belongs to a group of employees different from the one mentioned above and is integrated into a position belonging to one of the classes of employment of support staff corresponds to his or her period of employment in the board. However, the seniority cannot be used to integrate an employee into one of the classes of employment in the Classification Plan for the technical and paratechnical, administrative and labour support staff nor for the purposes of movement of personnel and security of employment.

9-2.22

a) The arbitrator's fees and expenses shall be paid by the losing party, except for grievances concerning a dismissal under article 8-4.00.

If a grievance is partially upheld, the arbitrator shall determine the proportion of the costs to be paid by each party.

The fees and expenses of any other third party called upon to resolve the dispute shall be assumed equally by the board and the union.

The fees and expenses of a deferral or withdrawal¹ are as follows and are assumed by the party which so requests or withdraws:

- thirty (30) days or less: five hundred dollars (\$500)
- ten (10) days or less: eight hundred dollars (\$800)

In the case of a joint request for a deferral, the amount shall also be assumed equally by the parties.

The indemnity paid as cancellation fees can be claimed by the arbitrator only if the chief arbitrator or, in his or her absence, the chief records clerk cannot assign him or her a replacement grievance.

[...]

II- This amendment comes into force on June 10, 2024.

¹ The amounts of fees and expenses payable to the arbitrator as well as the latter's obligation to accept a replacement grievance in the case of a deferral or withdrawal prescribed in paragraph a) of clause 9-2.22 shall cease to apply upon the expiry of the 2023-2028 agreement in accordance with clauses 11-5.01 and 11-5.07.

IN WITNESS WHEREOF, the parties have signed in Montréal on this 15th day of the month of October 2025.

For the Management Negotiating Committee for English-language School Boards (CPNCA)

For the Union des employés et employées de service, section locale 800 (UES) affiliated with the Fédération des travailleurs et travailleuses du Québec (FTQ) on behalf of the unions representing support staff of English-language school boards of Québec

(signed) Charles Provencher

Charles Provencher
President, CPNCA

(signed) Marie Deschênes

Marie Deschênes
Interim President, UES 800 - FTQ

(signed) Martin Rhéaume

Martin Rhéaume
Vice-president, CPNCA

(signed) Jacqueline Anciaes

Jacqueline Anciaes
Spokesperson, UES 800 - FTQ