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AGREEMENT BINDING

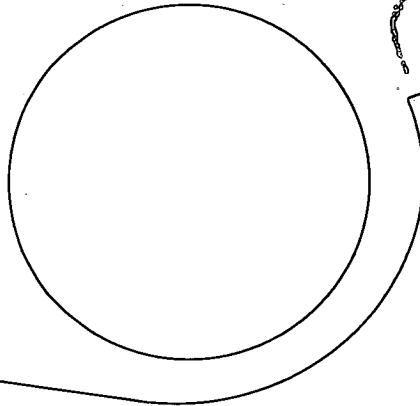
ON THE ONE HAND

THE EMPLOYER BARGAINING COMMITTEE FOR PROTESTANT SCHOOL BOARDS, PROTESTANT
CONFESSIONAL SCHOOL BOARDS AND DISSIDENT SCHOOL BOARDS FOR PROTESTANTS
(CPNCP)

AND

ON THE OTHER HAND

LA CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC (CEQ) ON BEHALF OF THE SUPPORT STAFF
EMPLOYEES IN THE EMPLOY OF THE SCHOOL BOARDS FOR PROTESTANTS



CENTRE DE DOCUMENTATION

D. G. P. R.



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**THE EMPLOYER BARGAINING COMMITTEE FOR PROTESTANT
SCHOOL BOARDS, PROTESTANT CONFSSIONAL SCHOOL BOARDS AND
DISSIDENT SCHOOL BOARDS FOR PROTESTANTS (CPNCP)**

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EMPLOYEES IN THE EMPLOY OF THE
SCHOOL BOARDS FOR PROTESTANTS**

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CHAPTER 1-0.00 OBJECTIVE OF THE AGREEMENT, DEFINITIONS, RESPECT FOR HUMAN RIGHTS AND FREEDOMS, SEXUAL HARASSMENT IN THE WORKPLACE AND EQUAL OPPORTUNITY

1-1.00 OBJECTIVE OF THE AGREEMENT

The objective of the agreement shall be to establish systematic relations between the parties, to determine the working conditions as well as to establish the appropriate procedures for resolving difficulties which may arise.

1-2.00 DEFINITIONS

Unless the context indicates otherwise in the agreement, the following expressions and terms signify:

1-2.01 QSBA

Quebec School Boards Association.

1-2.02 Seniority

Seniority as defined in article 8-1.00.

1-2.03 Fiscal Year

Period from July 1 of one year to June 30 of the following year.

1-2.04 Centrale

Centrale de l'enseignement du Québec.

1-2.05 Class of Employment

Any of the classes of employment, the titles of which appear in the salary scales in Appendix I of the agreement, and those which could eventually be created in accordance with clause 6-1.13.

1-2.06 Classification

Assignment to an employee of a class of employment and, if any, a step in the salary scale applicable to him or her, the foregoing in accordance with the agreement.

1-2.07 Board

The school board bound by the agreement.

1-2.08 Agreement

The present collective agreement.

1-2.09 CPNCP

The Employer Bargaining Committee for Protestant School Boards, Protestant Confessional School Boards and Dissident School Boards for Protestants established under the second paragraph of section 30 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

1-2.10 Grievance

Any disagreement regarding the interpretation or application of the agreement.

1-2.11 Disagreement

Any dissension between the parties, other than a grievance as defined in the agreement and other than a dispute as defined in the Labour Code.

1-2.12 Ministère

Ministère de l'Éducation du Québec (MEQ).

1-2.13 Transfer

Movement of an employee to another position within the same class of employment or to another class of employment, in which the maximum of the salary scale is identical or, in the case of classes of employment remunerated according to a single salary rate, in which the rate is identical.

1-2.14 National Negotiating Parties

- a) Employer group: The Employer Bargaining Committee for Protestant School Boards, Protestant Confessional School Boards and Dissident School Boards for Protestants (CPNCP).
- b) Union group: The Centrale de l'enseignement du Québec (CEQ), represented by its bargaining agent, the Fédération du personnel de soutien (FPS).

1-2.15 Probation Period

Period of employment which a person, other than a temporary employee, who is newly hired must undergo in order to become a regular employee. The duration of this period shall be sixty (60) days actually worked. However, the duration of this period shall be ninety (90) days actually worked for the employees who hold a position in the subcategory of technician.

The employee who holds a part-time position shall undergo a probation period equal in duration to that provided for above or, if applicable, a probation period equal in duration to nine (9) consecutive months, namely, the lesser of these two periods.

Any absence during the probation period shall be added to the said period.

This clause shall apply subject to subparagraph f) of paragraph B) of clause 2-1.01.

1-2.16 Tenure

The regular employee who has completed two (2) years of active service in a position other than a part-time position with the same board.

Insofar as there has been no break in his or her employment ties, the acquisition of tenure by an employee shall be delayed proportionally to the duration of the interruption of his or her active service, except during a period of disability due to a work accident or employment injury, for as long as the employee continues to receive benefits for this disability by virtue of the agreement.

As an exception to the rule for acquiring tenure, the employee who holds a part-time position shall maintain his or her status as a permanent employee if he or she acquired it in accordance with the preceding provisions and as long as there has been no break in his or her employment ties since acquiring his or her tenure.

1-2.17 Classification Plan

The Classification Plan prepared by the national negotiating employer party following consultation with the national negotiating union party for the "categories of employment of technical support, administrative support and manual support staff", December 18, 1989 edition (modified November 10, 1993), and any modification or new class which could be added during the life of the agreement.

1-2.18 Position

Specific assignment of an employee for the performance of duties assigned to him or her by the board; subject to the provisions of article 7-3.00, every employee holds a position with the exception of a temporary employee and the employees referred to in Chapter 10-0.00 who do not hold positions.

1-2.19 Part-time Position

Position whose weekly working hours are less than seventy-five percent (75%) of the duration of the regular workweek.

The board may not divide a position, other than a part-time position, into several part-time positions, unless there is a written agreement with the union.

1-2.20 Full-Time Position

Position whose weekly working hours are equal to or greater than seventy-five percent (75%) of the duration of the regular workweek.

1-2.21 Promotion

Movement of an employee to another position in another class of employment in which the maximum of the salary scale is higher than that of the class of employment which he or she is leaving or, in the case of a class of employment remunerated according to a single salary rate, in which the rate is higher than that of the class of employment he or she is leaving.

1-2.22 School Regions

Any of the school regions for Protestants as established by the Ministère in its map of school boards.

1-2.23 Demotion

Movement of an employee to another position in another class of employment in which the maximum of the salary scale is less than that of the class of employment he or she is leaving or, in the case of a class of employment remunerated according to a single salary rate, in which the rate is less than that of the class of employment he or she is leaving.

1-2.24 Employee

The term "employee", whether masculine or feminine, singular or plural, signifies and includes the employees defined hereinafter and to whom one or more provisions of the agreement apply in accordance with article 2-1.00.

1-2.25 Probationary Employee

The employee who has been hired and who has not completed the probation period provided for in clause 1-2.15 in order to become a regular employee.

1-2.26 Regular Employee

- a) The employee who has completed the probation period provided for in clause 1-2.15.
- b) The employee who, in the service of the board or boards (institutions) to which this board is the successor, had acquired the status of regular employee or the equivalent.

1-2.27 Substitute Employee

The employee who is hired as such to replace an absent employee for the duration of the absence.

1-2.28 Temporary Employee

- a) The employee who is hired as such to perform particular work in the event of a temporary increase in workload or an unforeseen event for a maximum period of four (4) months, unless there is a written agreement with the union to the contrary.
- b) The substitute employee defined in clause 1-2.27.

1-2.29 Education Sector

The school boards and colleges as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

1-2.30 Public and Parapublic Sectors

The school boards, colleges, establishments and government agencies as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2), as well as the ministries and other agencies of the government referred to in the Public Service Act (R.S.Q., Chapter F-3.1).

1-2.31 Active Service

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

1-2.32 Union

The union bound by the agreement.

1-2.33 Salary

The amount paid to an employee in accordance with the provisions of articles 6-1.00, 6-2.00 and 6-3.00, excluding all lump sums, except for those provided for in clauses 6-2.13, 6-2.15, 6-2.16 and 7-3.12.

1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS

1-3.01 The board and the union recognize every employee's right to exercise, in complete equality, the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., Chapter C-12).

The board expressly agrees to respect in its actions and decisions, the practice, in full equality, of all employees' rights and freedoms without distinction, exclusion or preference which could lead to discrimination within the meaning of the Charter mentioned in the preceding paragraph.

1-3.02 There shall be no threat, constraint or reprisal against an employee because of the exercise of a right that is granted to him or her under the agreement or by law.

1-4.00 SEXUAL HARASSMENT IN THE WORKPLACE

1-4.01 Sexual harassment in the workplace is defined as imposed or unwanted sexual advances compromising a right recognized by the agreement.

1-4.02 The employee has the right to work in an environment free from sexual harassment; to this end, the board shall take reasonable measures in order to promote a working environment free from sexual harassment and to stop any sexual harassment brought to its attention.

1-4.03 The employee who claims to have been sexually harassed may contact a board representative in order to try to find a solution to his or her problem; during any meeting with the employer within the framework of this clause, a union representative may accompany the employee, if the latter so desires.

1-4.04 Any grievance dealing with sexual harassment in the workplace shall be submitted to the board by the plaintiff or the union, with the plaintiff's consent, according to the procedure provided for in article 9-1.00; however, if the employee availed himself or herself of clause 1-4.05, the meeting provided for in clause 9-1.03 a) shall not take place.

1-4.05 At the plaintiff's written request, the board and the union shall set up an ad hoc committee comprised of one member designated by each party.

1-4.06 The committee's mandate shall be to study and discuss the grievance and to recommend, where applicable, the measures it deems appropriate.

The committee shall submit its report within thirty (30) days of the date on which the request for its establishment was made.

1-4.07 The names of persons involved and the circumstances surrounding the grievance must be treated in a confidential manner, particularly by the board and the members of the committee, except if such information is required for the application of a measure taken by virtue of the agreement.

1-4.08 Should a recommendation be deemed unsatisfactory, the plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure provided for in article 9-2.00. If a committee was set up, the grievance shall be referred to arbitration within the forty-five (45) days of the committee's report.

1-4.09 A grievance dealing with sexual harassment shall be given hearing priority.

1-5.00 EQUAL OPPORTUNITY

1-5.01 The board which undertakes to implement an equal opportunity program shall consult the union through the Labour Relations Committee.

1-5.02 The consultation shall focus on the following:

a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel at the board, it being specified that only one equal opportunity committee may exist at the board and that the union name its representative;

should such a committee be formed, consultation on the items in paragraphs b) and c) shall be carried out by this committee;

b) the diagnostic analysis, if necessary;

c) the contents of an equal opportunity program, namely:

- objectives pursued;
- corrective measures;
- implementation timetable;
- control mechanisms to assess the progress and difficulties encountered.

1-5.03 During the consultation period provided for in clause 1-5.02, the board shall transmit all pertinent information within a reasonable time limit.

1-5.04 In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the agreement must be the subject of a written agreement in accordance with clause 2-2.03.

CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION

2-1.00 FIELD OF APPLICATION

2-1.01 The agreement shall apply to all the employees, defined as such in the Labour Code, who are covered by the certificate of accreditation, subject to the following partial applications:

A) FOR THE PROBATIONARY EMPLOYEE

The probationary employee shall be covered by the clauses of the agreement, except those concerning the right to the procedure for settling grievances and arbitration in the event of dismissal or if his or her employment terminates; in these cases, the board shall give this employee a notice equal to at least one pay period.

B) FOR THE TEMPORARY EMPLOYEE

a) The temporary employee shall only be entitled to the benefits of the agreement as regards the following clauses or articles:

- | | |
|-----------|--|
| 1-1.00 | Objective of the Agreement |
| 1-2.00 | The following definitions shall apply to his or her status: |
| 1-2.01 | 1-2.03 1-2.04 1-2.05 1-2.06 |
| 1-2.07 | 1-2.08 1-2.10 1-2.11 1-2.12 |
| 1-2.14 | 1-2.17 1-2.18 1-2.22 1-2.24 |
| 1-2.27 | 1-2.28 1-2.29 1-2.30 1-2.32 |
| 1-2.33 | |
| 1-3.00 | Respect for Human Rights and Freedoms |
| 1-4.00 | Sexual Harassment in the Workplace |
| 2-2.00 | Recognition |
| 3-4.00 | Posting |
| 3-5.00 | Union Meetings |
| 3-6.00 | Union Dues |
| 3-7.00 | Union Security |
| 3-8.00 | Documentation |
| 4-1.00 | Labour Relations Committee |
| 4-2.00 | Information |
| 5-2.00 | Paid Legal Holidays (provided that he or she has worked ten (10) days since his or her hiring and prior to the paid legal holiday) |
| 5-8.00 | Civil Responsibility |
| 6-1.00 | Classification Rules |
| 6-2.00 | Determination of Step |
| 6-3.00 | Salary |
| 6-4.00 | Premiums |
| 6-5.00 | Travel Expenses |
| 6-6.00 | Payment of Salary |
| 6-7.00 | Verification of Furnaces |
| 6-8.00 | Regional Disparities (only clauses 6-8.01, 6-8.02, 6-8.03, 6-8.04 and 6-8.16 shall apply) |
| 6-9.00 | Loan and Rental of Halls |
| 7-1.03 i) | Procedure for Filling a Position which is Permanently Vacant or Newly Created |
| 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 Courses |
| 11-2.00 | Local Arrangements |

11-3.00	Printing and Translation
11-4.00	Coming into Force of the Agreement
11-5.00	Appendices
Appendix I	Hourly Rates and Salary Scales

- b) The temporary employee who has worked at least six (6) months since his or her hiring or within the framework of several immediately consecutive hirings⁽¹⁾ shall also be entitled to the following clauses or articles:

3-3.00	Union Releases (clauses 3-3.03 to 3-3.08 inclusively)
5-1.00	Special Leaves
5-3.00	Life, Health and Salary Insurance Plans (with the exception of paragraph B) of clause 5-3.32)
5-4.00	Parental Rights (according to the terms and conditions provided for in Appendix IV of the agreement)
5-6.00	Vacation
5-7.00	Training and Professional Improvement (only paragraphs a) and b) of clause 5-7.02)
7-4.00	Work Accidents and Occupational Diseases (with the exception of paragraphs c) and d) of clause 7-4.03 and clauses 7-4.14 to 7-4.24 inclusively)
Appendix V	Parental Rights and Supplementary Unemployment Benefit Plan

- c) The temporary employee whose period of employment exceeds the period determined in clause 1-2.28 or, where applicable, exceeds the period agreed to with the union in this clause shall obtain the status of regular employee.
- d) The board may hire a substitute employee to replace an absent employee for the duration of the absence; the substitute employee shall be dismissed upon the return of the employee whom he or she replaced or if the position becomes permanently vacant or is abolished.

In the case of the employee who is replacing in a position referred to in article 7-2.00 and who returns to this position immediately following the seasonal layoff, the time worked in this position prior to the seasonal layoff shall be computed for the purpose of acquiring the six (6)-month period provided for in subparagraph b) of paragraph B) of clause 2-1.01.

- e) The fact that a temporary employee does not hold a position shall not exempt him or her from the application of paragraph c) of this clause when he or she is required to hold a part-time position.
- f) In the case where the substitute employee obtains, within the framework of article 7-1.00, the position of the employee he or she replaced without any interruption between the time of the replacement and the time when the position became permanently vacant, the probation period to become a regular employee shall be reduced by half if the time worked during the replacement period for the position is equal to at least fifty percent (50%) of the probation period referred to in clause 1-2.15.

⁽¹⁾ Saturdays, Sundays, paid legal holidays, pedagogical days and summer shutdowns provided for in paragraph a) of clause 5-6.04 shall not constitute an interruption of service.

- g) The employee referred to in clauses 7-1.16 A) f) i), 7-1.17 c) i) and 7-1.22 to 7-1.28 shall be entitled to the rights and benefits prescribed therein.
- h) Every temporary employee shall also be entitled to the grievance and arbitration procedure, if he or she feels wronged with respect to the rights to which he or she is entitled under this paragraph B).

C) FOR THE EMPLOYEE WHO HOLDS A PART-TIME POSITION

When an employee holds a part-time position, the relevant provisions shall apply; however, whenever such provisions are applied on a pro rata basis, specific terms, if any, shall be provided for in each article.

D) FOR THE EMPLOYEE WORKING WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES

The employee shall be entitled only to article 10-1.00 of the agreement.

E) FOR THE CAFETERIA EMPLOYEE AND THE STUDENT SUPERVISOR RESPECTIVELY WORKING TEN (10) HOURS OR LESS PER WEEK

The employee shall be entitled only to article 10-2.00 of the agreement.

F) FOR THE EMPLOYEE WORKING IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD

The employee shall be entitled only to article 10-3.00 of the agreement.

2-1.02 Subject to the use of services of an employee or person in surplus from the support staff, a person who receives a salary from the board and to whom the agreement does not apply shall not normally perform the work of an employee governed by the agreement.

2-1.03 The use of the services of a person who does not receive any salary from the board must not entail the reduction of the number of hours or the abolishment of a position of a regular employee.

2-2.00 **RECOGNITION**

2-2.01 The board recognizes the certified union as the only representative and agent of the employees covered by the agreement regarding the application of matters relative to working conditions.

2-2.02 The board and the union recognize the national negotiating parties' right to deal with questions relating to the interpretation and application of the agreement.

In the case where the same kind of grievance is filed in several boards, the national negotiating parties must, at the request of one of these, meet in order to deal with it within the sixty (60) days following the request.

The national negotiating parties shall not be entitled to the grievance or arbitration procedures, unless otherwise stipulated.

2-2.03 The national negotiating parties may meet occasionally in order to discuss any question relating to the employees' working conditions. Any written agreement between the parties may have the effect of modifying or adding to this agreement.

2-2.04 The national negotiating parties may meet occasionally to interpret the provisions of this agreement. Such interpretations, as long as they are recorded and duly signed, shall bind not only the parties to this agreement but also every arbitrator as well as the board and the union.

2-2.05 The provisions of this article must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code.

2-2.06 Following the date of the coming into force of the agreement, any individual agreement between an employee and the board, regarding working conditions different from those which are provided for in the agreement, must receive the union's approval in writing in order to be valid.

CHAPTER 3-0.00 UNION PREROGATIVES

3-1.00 UNION REPRESENTATION

Union Delegate

3-1.01 The union may appoint one (1) employee per building as union delegate whose duties shall consist in meeting with any employee of the said building who has a problem regarding his or her working conditions which may give rise to a grievance.

3-1.02 For this reason, the employee and the union delegate may temporarily interrupt their work, without loss of salary, including premiums where applicable, or reimbursement, after having obtained permission from their immediate superiors and indicating the probable duration of their absence. This permission cannot be refused without a valid reason.

3-1.03 However, in the case where, in a building, there are three (3) or fewer employees in a bargaining unit, the union may appoint one (1) delegate for a group of employees included in its jurisdiction, which must not exceed a radius of 1.6 kilometres.

3-1.04 The union may appoint a substitute for each delegate if the latter is absent or is unable to act.

Union Representative

3-1.05 The union may appoint, on behalf of all employees who are members of the union, a maximum of three (3) union representatives who are board employees.

3-1.06 The duties of a union representative consist in assisting an employee, once a grievance has been formulated, to obtain, where applicable, the information necessary for the meeting provided for in paragraph a) of clause 9-1.03, to represent an employee at this meeting and to represent all employees at the Labour Relations Committee.

However, employees other than those appointed by virtue of clause 3-1.05 may act as union representatives on the Labour Relations Committee.

3-1.07 Except when attending meetings of the Labour Relations Committee or the meeting provided for in paragraph a) of clause 9-1.03, only one union representative at a time may, in the performance of his or her duties, temporarily interrupt his or her work for a limited time, without loss of salary, including premiums, where applicable, or reimbursement, after having obtained permission from his or her immediate superior. This permission cannot be refused without a valid reason.

3-1.08 The union representative may also be absent from work, without loss of salary, including premiums, where applicable, or reimbursement, if he or she is required to meet with the board representative in order to see to the application of clause 9-1.01, after having informed his or her immediate superior of the name of the representative with whom he or she is to meet.

3-1.09 The union shall provide the board with the name and the area of activities of each union delegate, substitute and representative within fifteen (15) days of their appointment and shall also inform it of any change.

3-1.10 Union representatives may be accompanied by a union adviser to a meeting provided for in paragraph a) of clause 9-1.03 or to meetings of the Labour Relations Committee. The board or its representative must be advised of the presence of the union adviser prior to the meeting.

3-2.00 MEETINGS OF JOINT COMMITTEES

- 3-2.01 Any union representative appointed to a joint committee provided for in the agreement may be absent from his or her work, without loss of salary, including premiums, where applicable, or reimbursement, in order to attend the meetings of this committee or to carry out work required by the parties.
- 3-2.02 Any union representative appointed to a joint committee which is not provided for in the agreement, but the establishment of which is accepted by the board and the union or by the national negotiating parties, may be absent from his or her work, without loss of salary or reimbursement, in order to attend the meetings of this committee or to carry out work required by the parties.
- 3-2.03 The expenses incurred by the union representative appointed to a joint committee shall be reimbursed by the party he or she represents, except if otherwise stipulated. Therefore, he or she shall not be entitled to any additional remuneration.
- 3-2.04 The union representative must inform his or her immediate superior in advance of the name of the committee on which he or she is requested to sit or to carry out work required by the parties to the committee and of the anticipated duration of his or her absence.
- 3-2.05 The meetings of the joint committee shall normally be held during working hours at times agreed to by the parties to the committee.

3-3.00 UNION RELEASES

- 3-3.01 At the union's written request, sent at least fifteen (15) days in advance, the board shall release an employee for full-time union activities for an uninterrupted period varying from one (1) to twelve (12) months, renewable according to the same procedure.

At the union's written request, sent at least fifteen (15) days in advance, the board shall release an employee for union activities on a part-time basis for an uninterrupted period from one (1) to twelve (12) months, subject to the terms and conditions to be agreed upon in writing between the board and the union.

- 3-3.02 The employee or the union must notify the board at least fifteen (15) days before an employee's return to work and the latter shall resume the position he or she held on his or her departure, subject to the provisions of article 7-3.00. In case of an extension of a twelve (12)-month release and, subject to the provisions of article 7-3.00, the employee shall be reinstated in his or her position, if it is still available, or in an equivalent position.

In the case where the position that the released employee held before his or her departure is affected by a reduction in staff, the provisions of article 7-3.00 shall apply to the released employee at the time when his or her position is affected.

- 3-3.03 At the union's written request, sent at least forty-eight (48) hours before the date of the beginning of the absence, the board shall release an employee for internal union activities. However, if the employee has already been released for twenty (20) working days for the current fiscal year, the board shall grant one (1) day of absence per week or the equivalent if the needs of the department so permit.

- 3-3.04 At the union's written request, sent at least forty-eight (48) hours before the beginning of their absence, the board shall release the official delegates designated by the union to attend various official meetings of their organizations.

The releases granted under this clause shall not be deductible from the twenty (20) days provided for in clause 3-3.03.

3-3.05 In the case of absences granted under this article, the employees' salary and fringe benefits shall be maintained, subject to the reimbursement by the union to the board of the salary in all cases and of the salary and cost to the board of the fringe benefits in the case of an employee released under clause 3-3.01.

3-3.06 The reimbursement provided for in clause 3-3.05 shall be made within thirty (30) days after the board forwards to the union a quarterly statement indicating the names of the absent employees, the duration of their absence and the amounts owing.

3-3.07 The employee thus released shall maintain the rights and privileges conferred on him or her by the agreement.

3-3.08 Notwithstanding clause 3-3.05, the union representative accompanied by the plaintiff shall be released from their work to attend arbitration sessions; as well, witnesses shall be released from their work for the time deemed necessary by the arbitrator. In the case of a collective grievance, only one plaintiff shall be released.

In these cases, the employees concerned shall be released without loss of salary or reimbursement.

3-3.09 In the case where the national negotiating parties meet within the framework of clauses 2-2.02, 2-2.04, 6-1.13 and 6-1.14, the employees designated by the national negotiating union party, the number of which shall be agreed upon between the national negotiating parties, shall be released without loss of salary or reimbursement to attend these meetings.

3-3.10 The national negotiating parties shall set up a committee six (6) months before the date prescribed by law for the beginning of negotiations. The role of this committee shall be to study and establish the terms and conditions for the release, salary and reimbursement, if need be, of the authorized union agents to prepare and negotiate the next agreement.

3-4.00 **POSTING**

3-4.01 The board shall place bulletin boards at the disposal of the unions which are in evidence in its buildings, usually those or near those used by the board for its own documents or near the employees' entrance and exit areas.

3-4.02 The union may use these bulletin boards 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 certified true copy is given to the person designated by the board.

3-4.03 The union may distribute any document of a union or professional nature to each employee in the workplace but outside of working hours during which each of these employees performs his or her work.

The union may place any document of a union or professional nature in the employees' mailboxes, if available.

The union may use the internal mail service set up by the board as long as such service is already at the disposal of the union on the date of the signing of the agreement. If this is not the case, the board and the union may, nevertheless, agree on terms and conditions regarding the use of the internal mail service, if any, the foregoing in accordance with the provisions of article 11-2.00.

3-5.00 **UNION MEETINGS**

3-5.01 All union meetings must be held outside the regular working hours of the group of employees concerned.

3-5.02 Following agreement with the board or its designated representative, an employee who must usually work during a meeting of his or her union may be absent from his or her work to attend the meeting, on the condition that he or she make up the hours during which he or she was absent, in addition to the number of hours of his or her regular workweek or of his or her regular workday or outside the hours provided for in his or her work schedule. This employee shall not be entitled to any additional remuneration on this account.

3-5.03 Moreover, when, at the request of the board or the competent authority mandated by it or with its express approval, a union meeting involving employees is held during working hours, these employees may attend the meeting without loss of salary, including premiums, where applicable, or reimbursement for the duration of the meeting.

3-5.04 At the union's written request, the board shall provide free of charge, if available, a suitable room in one of its buildings for the union meetings of the members of the bargaining unit. The board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the room used is left in the condition in which it was found.

3-5.05 The board which already provides a room for a union secretariat shall continue to do so and under the same conditions. However, these conditions may be modified by the board after consultation with the union.

In other cases, the board shall provide the union with a room, if available, for a secretariat according to the terms and conditions to be agreed upon by the board and the union.

The use of such a room may be withdrawn for administrative or pedagogical needs provided that the board give the union a fifteen (15)-working day notice. In this case, the board shall provide another available room, if any, according to the terms and conditions to be agreed between the board and the union, which must not be more onerous in general to the union than those which were in force prior to the withdrawal of the room.

3-6.00 **UNION DUES**

3-6.01 An amount equal to the dues established by union regulation or resolution shall be deducted at each pay period. In the case of an employee hired after the date of the signing of the agreement, the board shall deduct the said dues as well as the membership fee, if need be, as of the first pay period.

3-6.02 Any change in the union dues shall take effect no later than thirty (30) days after the board receives a copy of a regulation or resolution to this effect. The change in the dues may occur twice in the same fiscal year. Any other change must first be agreed upon by the union and the board.

3-6.03 The board shall deduct from the employee's salary an amount equal to the special dues set by the union provided that it has received an advance notice of at least sixty (60) days. The terms and conditions for the deduction of these dues must first be agreed upon by the union and the board.

3-6.04 Each month, the board shall forward to the union or a representative designated by it, the dues collected during the preceding month as well as the list of the contributing employees' names and the amount paid by each. In the case where a board provides the list of names in alphabetical order or forwards the dues more frequently, it shall continue to do so. The board and the union may agree that the board provide other information pertaining to the transfer of dues.

3-6.05 The union shall assume the case of the board and shall indemnify it against any claim that could be made by one or more employees regarding the membership fees and union dues or their equivalent deducted from their salary by virtue of the provisions of this article.

3-7.00 **UNION SECURITY**

3-7.01 The employees who are members of the union on the date of the signing of the agreement, and those who become members thereafter, must so remain, subject to the provisions of clause 3-7.03.

3-7.02 Any employee who is hired after the date of the signing of the agreement must become a member of the union, subject to clause 3-7.03.

3-7.03 The fact that an employee is refused, expelled or resigns from the union shall in no way affect his or her employment ties with the board.

3-7.04 For the purpose of applying this article, the board shall give to the employee who is hired after the date of the signing of the agreement an application form for membership in the union and the form for the authorization for the deduction of membership fees, if need be, in accordance with the aforementioned union security provisions. The employee shall complete these forms and the board shall return them to the union within fifteen (15) days of his or her hiring. The union shall provide the board with the said forms.

3-8.00 **DOCUMENTATION**

3-8.01 In addition to the documentation that must be provided according to the other provisions of the agreement, the board and the union shall provide the documentation specified in this article.

3-8.02 No later than October 31 of each year, the board shall provide the union with the complete list of employees in alphabetical order to whom the agreement applies and shall indicate for each: his or her surname and given name, status (probationary, regular, tenured, temporary), position held, class of employment and salary, where applicable, date of birth, home address, telephone number and social insurance number, the foregoing as brought to the board's attention as well as any other information previously furnished.

3-8.03 The board shall provide the following information monthly:

- a) the names of new employees, including temporary employees, the date on which they were hired and the information stipulated in clause 3-8.02;
- b) the names of employees leaving the employment of the board and the date of termination of employment;
- c) the names of employees who changed positions, the title of the new position, the salary and the date on which this change took place;
- d) the changes of address and telephone number of employees brought to its attention;
- e) any other information not provided for in this article but which the board and the union agree to add.

3-8.04 At the same time, the board shall forward to the union a copy of all the directives dealing with the application of the agreement and addressed directly or through the immediate superior to an employee, a group of employees or to all the employees.

- 3-8.05 The board shall forward to the union a copy of all regulations or resolutions, within fifteen (15) days of their adoption, concerning an employee, a group of employees or all the employees to whom the agreement applies.
- 3-8.06 The union shall provide the board with the names of its representatives within fifteen (15) days of their appointment as well as their job titles, the name of the committee provided for in the agreement or set up by virtue of the agreement on which they sit, where applicable, and their address for official union correspondence, and shall advise the board of any change.
- 3-8.07 The board shall forward to the union the names of the employees who obtain a leave of absence without salary of more than one (1) month or a leave provided for in article 5-4.00 and shall indicate the anticipated duration of the absence. The union shall be notified of any extension.
- 3-8.08 Within sixty (60) days of the date of the signing of the agreement, the board shall forward to the union, for information purposes, a copy of every policy or regulation concerning the management of personnel covered by the agreement. The board shall subsequently forward regular updates of these documents.
- 3-8.09 The board shall recognize for the union all the rights of a taxpayer as regards the obtaining of minutes and the consultation of the Minute Book of the board.

CHAPTER 4-0.00 MECHANISMS FOR CONSULTATION AND INFORMATION

4-1.00 LABOUR RELATIONS COMMITTEE

4-1.01 Within thirty (30) days following the written request of the board or union, the parties shall form an advisory committee called the "Labour Relations Committee".

4-1.02 This committee shall have equal representation and shall be composed, at the most, of three (3) union representatives and three (3) board representatives. The fact that a party on the committee designates fewer than three (3) representatives shall not limit the number of representatives to which the other party is entitled by virtue of this clause, it being specified that each party shall have only one vote.

4-1.03 The committee shall establish its rules of procedure and shall determine the frequency of its meetings.

4-1.04 The committee shall study, at the request of either party, any question relating to the employees' working conditions and any other matter specifically referred to it by the provisions of the agreement.

The committee may submit recommendations to the board on matters within its competence. A copy of every recommendation shall be forwarded to the union at the same time.

4-1.05 At a subsequent meeting of the Labour Relations Committee, the union representatives may ask the board representatives to explain a decision of the board regarding a subject which was previously discussed by the Labour Relations Committee and any other decision concerning or affecting the employees covered by the agreement.

4-2.00 INFORMATION

4-2.01 At least once per fiscal year, the board shall convene its employees to an information meeting concerning the policies and major objectives which concern them; this meeting shall normally be organized by department, building, school or adult education centre during working hours at a time determined by the board. If among the employees present at the meeting there is no union delegate or representative, the employee acting as a delegate for the school, department or building concerned, in accordance with clause 3-1.01 or 3-1.03, may attend without loss of salary, including premiums, where applicable, or reimbursement; if the union delegate or his or her substitute is unable to act or is absent, a union representative may attend the meeting without loss of salary, including premiums, where applicable, or reimbursement.

4-2.02 Within sixty (60) days of the date of the signing of the agreement, the board shall send the union a copy of the organization chart in effect.

4-3.00 COMMITTEES PROVIDED FOR UNDER THE EDUCATION ACT

4-3.01 An employee called on to participate in a committee provided for under the Education Act may be absent from work without loss of salary in order to take part in these meetings, after having informed his or her immediate superior.

- 4-4.00 PARTICIPATION IN COMMITTEES FOR HANDICAPPED PUPILS AND PUPILS WITH LEARNING OR EMOTIONAL PROBLEMS**
- 4-4.01 The union shall appoint, from among the employees concerned, a representative to the consultative committee on services for handicapped pupils and pupils with learning or emotional problems provided for in section 185 of the Education Act (R.S.Q., Chapter I-13.3).
- 4-4.02 The employee concerned shall participate in the meetings of the ad hoc committee set up by the school principal in order to ensure that each case is studied or that the progress of a handicapped pupil or a pupil with learning or emotional problems is followed.
- 4-4.03 In the cases provided for in the preceding clauses, the employee may be absent from work without loss of salary, including applicable premiums, or reimbursement in order to participate in committee meetings.

CHAPTER 5-0.00 SOCIAL SECURITY

5-1.00 SPECIAL LEAVES

5-1.01 The board shall permit an employee to be absent from work without loss of salary on the following occasions:

- a) his or her marriage: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding;
- b) the marriage of his or her father, mother, son, daughter, brother, sister: the day of the event;
- c) the death of his or her spouse⁽¹⁾, of his or her child, his or her spouse's⁽¹⁾ child living with the employee: seven (7) consecutive days, working days or not, including the day of the funeral;
- d) the death of his or her father, mother, brother, sister: a maximum of five (5) consecutive days, working days or not, including the day of the funeral;
- e) the death of his or her father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter, grandson: a maximum of three (3) consecutive days, working days or not, including the day of the funeral;
- f) moving: the moving day; however, an employee shall not be entitled to more than one (1) day off per year for this purpose;
- g) a maximum of three (3) working days per year to cover any other event considered as an act of God (disaster, fire or flood) which obliges an employee to be absent from his or her work or any other reason which obliges the employee to be absent from his or her work and on which the board and the union agree to grant permission for absence without loss of salary.

In the cases provided for in the preceding paragraphs c), d) and e), the obligation that the leave include the day of the funeral shall not apply if the employee is unable to leave his or her place of assignment due to the lack of transportation. In this case, the employee shall leave his or her place of assignment as soon as transportation becomes available and the leave shall begin as of the date of the employee's departure from his or her place of assignment.

Moreover, if in the cases referred to in preceding paragraphs c), d) and e), there is a cremation or burial service following the funeral, the employee may avail himself or herself of the following option:

- Paragraph c) six (6) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend the cremation or burial service;
- Paragraph d) four (4) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend the cremation or burial service;
- Paragraph e) two (2) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend the cremation or burial service.

⁽¹⁾ For this purpose, the definition of "spouse" is the one specified in paragraph a) of clause 5-3.02.

- 5-1.02 The employee shall only be entitled to a special leave, without loss of salary, in the cases referred to in paragraphs c), d) and e) of clause 5-1.01 if he or she attends the funeral; if the funeral takes place at a distance of more than two hundred and forty (240) kilometres from the employee's domicile, the latter shall be entitled to one (1) additional day or to two (2) additional days if the funeral takes place at a distance of more than four hundred and eighty (480) kilometres from his or her domicile.
- Moreover, as regards the regions for which the premiums for regional disparities prescribed in article 6-8.00 are payable and the territory included between Tadoussac and the Moisie River, if it is necessary to cross the river, the union and the board may agree on an additional number of days.
- 5-1.03 In all cases, the employee must notify his or her immediate superior and produce, upon written request, the proof or the attestation of these facts whenever possible.
- 5-1.04 The employee who is called to act as a juror or as a witness in a case where he or she is not a party shall benefit from a leave of absence without loss of salary. However, he or she must give the board, when he or she receives it, the monetary compensation paid to him or her for services as a juror or a witness.
- 5-1.05 Furthermore, the board shall, when requested, allow an employee to be absent without loss of salary during the time when:
- a) the employee sits for official entrance or achievement examinations in an educational institution recognized by the Ministère;
 - b) the employee, by order of the public health department, is placed in quarantine in his or her dwelling as a result of a contagious disease affecting a person living in the same dwelling;
 - c) the employee, at the specific request of the board, undergoes a medical examination in addition to that required in accordance with the law.
- 5-1.06 The board may also allow an employee to be absent without loss of salary for any other reason not provided for in this article and which it deems valid.
- 5-1.07 Within forty-five (45) days of the date of the signing of the agreement, the board shall establish, after consulting the union, a policy applicable to all categories of personnel concerning the closing of buildings during inclement weather.
- In keeping with the preceding provisions, the board must ensure that all groups of employees at the board are treated in an equitable and comparable manner.
- Such a policy must provide specific methods of compensation for the employee required to report to work or remain at work when the group of employees to which he or she belongs is not required to do so.
- The board may decide that the written policies concerning the closing of schools during snowstorms shall remain in force as long as they comply with this clause and shall be applicable to inclement weather.
- 5-2.00 **PAID LEGAL HOLIDAYS**
- 5-2.01 The employees shall benefit, without loss of salary, from thirteen (13) guaranteed paid legal holidays, during each fiscal year.
- The employee who holds a part-time position shall benefit from these paid legal holidays in proportion to his or her regular workweek as compared to the length of the regular workweek of a full-time employee in the same category of employment. The board and the union may agree on the terms and conditions for the application of this paragraph.

5-2.02 These paid legal holidays are listed hereinafter:

- New Year's Day
- January 2
- Good Friday
- Easter Monday
- Fête de Dollard
- Fête nationale
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve

However, before July 1 of every year, after agreement with the union or with the group of unions concerned (support personnel), the distribution of these paid legal holidays, with the exception of those prescribed by law which must be taken on the said date, may be modified to allow a shutdown between Christmas and New Year. This change must take into account the school calendar and the categories of personnel involved.

5-2.03 If such a paid legal holiday falls on a Saturday or Sunday, the day off shall be rescheduled, after consulting the union, for the preceding or following working day.

5-2.04 The employee whose weekly day off falls on a paid legal holiday shall receive, as a replacement, a leave of absence of an equal duration taken at a time which is suitable to both the employee and the board.

If one or more paid legal holidays falls during an employee's vacation period, the latter shall be extended for an equal duration.

5-2.05 In the case where the former collective agreement or a regulation or resolution of the board in effect in 1975-1976, or in the case where a regulation or resolution of the board in effect on the date of the signing of the agreement, if it is a first agreement, provided for a paid legal holiday plan, the application of which for any of the school years of the agreement would have allowed a number of paid legal holidays greater than that provided for annually in the first paragraph of clause 5-2.01, then the number of paid legal holidays provided for in the first paragraph of clause 5-2.01 shall be increased for all the employees covered by the agreement and to whom clause 5-2.01 applies, for the year concerned, by taking the difference between the number of paid legal holidays obtained as a result of the application of the former plan for the year concerned and that provided for in the first paragraph of clause 5-2.01.

This additional number of paid legal holidays shall be scheduled by the board before July 1 of each year, after consulting the union. This schedule must take into account the restrictions imposed by the school calendar.

5-2.06 If there is a paid legal holiday during an employee's period of disability, he or she shall be entitled, in addition to his or her disability benefit, to the difference between his or her full salary and the benefit for this paid legal holiday.

5-3.00 **LIFE, HEALTH AND SALARY INSURANCE⁽¹⁾**

GENERAL PROVISIONS

5-3.01 The following shall be eligible to participate in the life, health and salary insurance plans as of the prescribed date and until the date of the beginning of his or her retirement:

a) any employee who holds a full-time position, as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service at the board;

the board shall pay its full contribution for this employee;

b) any employee who holds a part-time position, as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service at the board; in this case, the board shall pay half of the contribution which would be payable for an employee referred to in paragraph a) above, the employee paying the remainder of the board's contribution in addition to his or her own contribution;

c) the temporary employee who has worked for at least six (6) months since his or her hiring.

The employee who is temporarily assigned by the board to a position not covered by the certificate of accreditation shall continue to benefit from this article for the duration of the assignment.

5-3.02 For the purpose of this article, the word "dependent" means the employee's spouse or dependent child as defined as follows:

a) spouse: the man or woman who has become a spouse by virtue of a marriage legally contracted in the Province of Québec or elsewhere and acknowledged as valid under Québec law or for an unmarried person as a result of permanently living for over three (3)⁽²⁾ years with an unmarried person of the opposite sex whom he or she publicly presents as being his or her spouse, it being specified that the dissolution of the marriage by divorce or annulment shall entail the loss of any person's rights as a "spouse" as well as any de facto separation of over three (3) months in the case of a marriage not legally contracted;

b) dependent child: a child of an employee, of his or her spouse or of both, or a child living with the employee for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who depends on the employee for his or her financial support and who is under eighteen (18) years of age; every such child under twenty-five (25) years of age who is a duly registered student attending a recognized institution of learning on a full-time basis, or a child of any age, who became totally disabled before reaching his or her eighteenth (18th) birthday or before reaching his or her twenty-fifth (25th) birthday, if he or she was a duly registered student attending a recognized institution of learning on a full-time basis and has remained continuously disabled ever since.

⁽¹⁾ For clauses 5-3.11, 5-3.19, 5-3.21, 5-3.26, 5-3.29 and 5-3.31, see Appendix XVIII: Computerized Billing of Group Insurance Premiums.

⁽²⁾ Read "one (1) year" instead of "three (3) years" if a child is born from the union.

- 5-3.03 The word "disability" means any state of incapacity resulting from an illness, including a surgical procedure directly related to family planning, an accident subject to article 7-4.00 or an absence provided for in clause 5-4.18, which requires medical care and which renders the employee totally unable to perform the usual duties of his or her position or of any other similar position calling for comparable remuneration which may be offered to him or her by the board.
- 5-3.04 "Period of disability" means any continuous period of disability or any series of successive periods of disability separated by fewer than twenty-two (22)⁽¹⁾ days of actual full-time work or availability for such full-time work, unless the employee establishes in a satisfactory manner that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.
- 5-3.05 A period of disability resulting from self-inflicted illness or injury on the part of the employee, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act or service in the armed forces shall not be recognized as a period of disability for the purpose of this article.
- Notwithstanding the foregoing, in the case of alcoholism or drug addiction, for purposes of this article, the period of disability during which the employee receives medical treatment or care in view of his or her rehabilitation shall be considered as a period of disability.
- 5-3.06 The provisions of the life insurance plan prescribed in the 1989-1991 collective agreement shall remain in force under the conditions prescribed therein until the date of the signing of the agreement.
- The provisions of the health insurance plan prescribed in the 1989-1991 collective agreement shall continue to apply until the date set by the Insurance Committee of the Centrale.
- The provisions of the salary insurance plan described in article 5-3.00 of the 1989-1991 collective agreement shall continue to apply until the date of the signing of the agreement.
- 5-3.07 The new life insurance plan shall come into force as of the date of the signing of the agreement.
- The new health insurance plan shall come into force on the date set by the Insurance Committee of the Centrale.
- Subject to clause 5-3.44, the new salary insurance plan shall apply as of the date of the signing of the agreement.
- 5-3.08 As a counterpart to the board's contribution to the insurance benefits provided for hereinafter, the full amount of the rebate allowed by Human Resources Development Canada in the case of a registered plan shall be the exclusive property of the board.

INSURANCE COMMITTEE OF THE CENTRALE

- 5-3.09 The Insurance Committee of the Centrale must prepare a schedule of conditions, if necessary, and obtain, for all the participants in the plans, a group insurance policy for the basic health insurance plan and one or more group insurance policies for the other plans.

⁽¹⁾ Read "eight (8) days" instead of "twenty-two (22) days" if the continuous period of disability which precedes his or her return to work is equal to or less than three (3) calendar months.

- 5-3.10 The Insurance Committee of the Centrale may maintain from year to year for the retired employees, with appropriate amendments, the basic plan coverage without any contribution on the part of the board provided that:
- a) the employees' contribution to the plan and the board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retired employees;
 - b) all disbursements, contributions and rebates pertaining to retired employees be computed separately and any additional contribution which may be payable by the employees by virtue of the extension to retired employees be clearly identified as such.
- 5-3.11⁽¹⁾ The insurer selected for all plans must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting an insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.
- 5-3.12 The Insurance Committee of the Centrale must carry out a comparative analysis of all bids received, where applicable, and after making its choice, provide the QSBA and the Ministère with a report on such analysis and a statement giving reasons for its choice.
- 5-3.13 Each plan shall have only one premium calculation method, whether it be a predetermined amount or an invariable percentage of salary.
- 5-3.14 Any change in premiums resulting from a modification to the plan may only take effect on January 1 following a written notice to the board sent at least sixty (60) days in advance.
- 5-3.15 The benefit of exemption from a plan must be the same for all plans as regards its starting date and it must be total. Moreover, it cannot begin prior to the first complete pay period following the fifty-second (52nd) consecutive week of total disability.
- 5-3.16 There can be no more than one update campaign per three (3) years for all plans; this campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the modifications shall come into force on January 1 following at least a sixty (60)-day advance written notice sent to the board.
- 5-3.17 Dividends or rebates to be paid as a result of favourable experience with the plans shall constitute funds entrusted to the management of the Insurance Committee of the Centrale. Fees, salaries, expenses or disbursements incurred for the implementation and application of the plans shall constitute liens on these funds.
- The balance of funds shall be used by the committee to meet the increases in the premium rates, to improve existing plans, or to be repaid directly to the participants by the insurer according to the formula determined by the committee, or to grant a waiver of premiums. In this latter case, the waiver must be for at least four (4) months and it must be effective as of January 1 or end on December 31. The waiver must be preceded by at least a sixty (60)-day advance notice sent to the board.
- For the purpose of this clause, the basic plan must be handled separately from the complementary plans.

⁽¹⁾ See Appendix XVIII: Computerized Billing of Group Insurance Premiums.

5-3.18 The Insurance Committee of the Centrale shall provide the Ministère and the QSBA with a copy of the schedule of conditions, the group policy and a detailed statement of the operations carried out under the policy as well as a statement of the payments received as dividends or rebates and how they were used.

The committee shall also provide, at a reasonable cost, any and all additional useful and relevant statements or statistics which may be requested by the QSBA or the Ministère concerning the basic health insurance plan.

INTERVENTION OF THE BOARD

5-3.19 The board shall facilitate the implementation and application of the plans, in particular by:

- informing new employees;
- registering new employees;
- forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
- deducting the premium from the employee's salary;
- forwarding the deducted premiums to the insurer;
- providing employees with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- transmitting information normally required of the employer by the insurer for settling certain compensations;
- forwarding to the insurer the names of employees who have indicated to the board that they intend to retire.

5-3.20 The Ministère and the QSBA, on the one hand, and the Centrale, on the other hand, agree to set up a committee to assess the administrative problems raised by the application of insurance plans. Moreover, any modification concerning the administration of the plans must be the subject of an agreement by the committee before it comes into effect. If such modification obliges the board to hire supernumerary employees or requires overtime, the costs shall be assumed by the union (Appendix XI on the Technical Committee on Insurance).

COMPLEMENTARY INSURANCE PLANS TO WHICH THE BOARD DOES NOT CONTRIBUTE

- 5-3.21⁽¹⁾
- A) The Insurance Committee of the Centrale shall determine the provisions of no more than three (3) complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.
 - B) Every policy must include among others the following stipulations:
 - a) the provisions provided for in paragraphs b) to k) of clause 5-3.31;
 - b) the participation of a new employee eligible in a complementary plan shall take effect within thirty (30) days of the request if it is made within thirty (30) days of the entry into service of the employee;

⁽¹⁾ See Appendix XI on the Technical Committee on Insurance.

- c) if the request is made thirty (30) days after his or her entry into service, the participation of a new employee who is eligible for a complementary plan shall take effect on the first day of the full pay period following the date on which the board receives the notice of acceptance sent by the insurer.
- C) In the case of boards which have, on the date of the signing of the agreement, optional complementary personal insurance plans other than those established by the Centrale, the following provisions shall apply:
- a) the personal insurance policies and the resulting administrative measures for boards are maintained;
 - b) any modification to one of the plans or policies must be made in accordance with the provisions concerning the national complementary plans and by adapting them accordingly;
 - c) the union may choose to replace all the existing local plans by the national complementary plans. In this case, a notice of modification must be forwarded to the board at least sixty (60) days before its coming into force.

LIFE INSURANCE PLAN

- 5-3.22 Each employee shall benefit, without contribution on his or her part, from an amount of life insurance equal to six thousand four hundred dollars (\$6 400).
- 5-3.23 This amount shall be reduced by fifty percent (50%) for the employees referred to in paragraph b) of clause 5-3.01.
- 5-3.24 The provisions of clause .26 of Appendix "C" of the 1971-1975 agreement shall continue to apply for the duration of the agreement to the employees who benefited from such provisions on the date of the signing of the agreement.

BASIC HEALTH INSURANCE PLAN

- 5-3.25 The plan shall cover, as per the terms set down by the Insurance Committee of the Centrale, all drugs sold by a licensed pharmacist or by a duly authorized physician, as prescribed by a physician or a dentist.
- Moreover, if the committee deems it appropriate, the plan may cover all other expenses related to the treatment of the illness.
- 5-3.26 The board's contribution to the health insurance plan on behalf of each employee cannot exceed the least of the following amounts:
- a) in the case of a participant insured for himself or herself and his or her dependents: sixty dollars (\$60) per year plus tax, where applicable;
 - b) in the case of an individually insured participant: twenty-four dollars (\$24) per year plus tax, where applicable;
 - c) an amount equal to twice the contribution paid by the participant himself or herself for the benefits provided by the health insurance plan.
- 5-3.27 In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts provided for in clause 5-3.26 shall be reduced by two thirds (2/3) of the yearly costs of the drug benefits included in this plan.
- 5-3.28 The health insurance benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.

5-3.29 The participation in the health insurance plan shall be compulsory, but an employee may, by giving prior written notice to his or her board stating the name of the insurer and the policy number, refuse or cease to participate in the health insurance plan provided that he or she establish that he or she and his or her dependents are insured under a group insurance plan affording similar benefits.

Notwithstanding the foregoing, the participation of an employee whose regular workweek is less than twenty-five percent (25%) of the regular workweek of the full-time employee shall not be compulsory.

Notwithstanding clause 5-3.01, the employee on a leave without salary shall not be covered by the health insurance plan unless, at his or her request, he or she wishes to continue to participate in the plan. In this case, he or she will have to pay the total amount of the premiums due including the board's share including tax, where applicable.

5-3.30 An employee who has refused or has ceased to be a participant in the plan may again become eligible thereto subject to the following conditions:

- A) he or she must establish to the satisfaction of the insurer that:
 - a) he or she was previously covered as a dependent by virtue of the current health insurance plan or of any other plan offering similar coverage;
 - b) that it is no longer possible for him or her to continue to be covered as a dependent;
 - c) that his or her application is filed within thirty (30) days following the termination of his or her coverage as a dependent;
- B) subject to paragraph A) above, coverage shall be effective as of the first day of the period during which the request is received by the insurer;
- C) in the case of any person who, prior to applying for health insurance, was not insured under this health insurance plan, the insurer is not responsible for any payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

5-3.31 Every policy must include, among others, the following stipulations:

- a) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- b) a guarantee to the effect that neither the factors of the retention formula nor the rates according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year, nor more often than every January 1 thereafter;
- c) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates, after deduction of the agreed amount according to the predetermined retention formula;
- d) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of this period;
- e) no premium shall be payable for a pay period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a pay period during which the employee's participation terminates;
- f) the insurer must also forward to the Ministère and the QSBA a copy of every communication of a general nature sent to the boards or the insured;

- g) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- h) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information which may be required to test the accuracy of the retention calculation;
- i) any modification to the coverage and the resulting deduction at source for an employee already in the employ of the board, following the birth or adoption of a first child or a change in status, shall come into force within thirty (30) days of the request if it is made within thirty (30) days of the event;
- j) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for an employee already in the employ of the board shall take effect on the first day of the full pay period following the date on which the board receives the notice of acceptance sent by the insurer;
- k) the definitions of spouse and dependent child are identical to those of clause 5-3.02 of the agreement.

SALARY INSURANCE PLAN

5-3.32

- A) Subject to the provisions of this article and subject to article 7-4.00, every employee shall be entitled, for every period of disability during which he or she is absent from work, to:
 - a) up to the lesser of the number of sick-leave days accumulated to his or her credit or of five (5) working days: the payment of a benefit equal to the salary he or she would have received had he or she been at work;
 - b) upon termination of the payment of the benefit provided for in paragraph a), where applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five percent (85%) of the salary he or she would have received had he or she been at work;
 - c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two-thirds percent (66 2/3%) of the salary he or she would have received had he or she been at work.

The salary of the employee for the purpose of calculating a benefit shall be the salary rate he or she would receive if he or she were at work.

For the purpose of applying this clause, the salary shall include the premiums for regional disparities in accordance with article 6-8.00.

For the employee who holds a part-time position, the waiting period shall be calculated only on the basis of his or her working days without extending the maximum period of one hundred and four (104) weeks of benefits.

- B) During a disability period, the board and a regular employee who has been absent for at least twelve (12) weeks may agree to a return to work on a gradual basis. In this case:
- a) the board and the employee, accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the employee will return to work on a gradual basis, which shall not exceed twelve (12) weeks and shall determine the time during which the employee must work;
 - b) during this period, the employee is still considered on a disability leave, even if he or she is working;
 - c) while at work, the employee must be able to perform all of his or her usual duties and functions according to the proportion agreed to;
 - d) the employee must provide a medical certificate from his or her attending physician attesting that he or she may return to work on a gradual basis;
 - e) the period of gradual return to work must be immediately followed by the employee's return to work for the duration of his or her regular workweek;
 - f) the preceding provisions shall not have the effect of extending the maximum period of one hundred and four (104) weeks of benefits.

During the period of gradual return to work, the employee shall be entitled to his or her salary for the proportion of time worked and to the benefit payable to him or her for the proportion of time not worked. These proportions shall be calculated on the basis of the employee's regular workweek.

Upon the expiry of the period initially set for the gradual return, if the employee is unable to return to work for the duration of his or her regular workweek, the board and the employee may agree on another period of gradual return while respecting the other conditions provided for in this clause; failing agreement, the employee shall definitely resume his or her work for the duration of his or her regular workweek or shall continue his or her disability period.

5-3.33

As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) or, where applicable, the Teachers Pension Plan (RRE) or the Civil Service Superannuation Plan (RRF) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit provided for in subparagraph a) of paragraph A) of clause 5-3.32, he or she shall benefit from a waiver of his or her contributions to the pension plan without losing his or her rights. The provisions relating to the waiver of contributions shall form an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The board may not dismiss an employee for the sole reason of his or her physical or mental impairment as long as the latter can receive benefits as a result of the application of clause 5-3.32 or of article 7-4.00. However, the fact that an employee does not avail himself or herself of clause 5-3.45 cannot prevent the board from dismissing such an employee.

- 5-3.34 The benefits paid by virtue of clause 5-3.32 are reduced by the initial amount of any basic disability benefit paid to an employee by virtue of a federal or provincial law, except those paid under the Unemployment Insurance Act, regardless of subsequent increases in basic benefits arising from indexation.

When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the employee's gross taxable income is established as follows: the board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount of benefit received from the SAAQ and the difference is brought to the employee's gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and the collective agreement.

The board shall deduct one tenth (1/10) of a day from the bank of sick-leave days per day used by virtue of subparagraph a) of paragraph A) of clause 5-3.32 in the case of the employee who receives benefits from the SAAQ.

As of the sixty-first (61st) day from the beginning of a disability, the employee who is presumed to be entitled to disability benefits under a federal or provincial law, with the exception of the Unemployment Insurance Act must, upon written request by the board, accompanied by the appropriate forms, request such benefits from the organization concerned and respect all the obligations which may follow from such a request. However, the reduction of benefits provided for in clause 5-3.32 is made only from the moment when the employee is recognized as eligible and effectively begins to receive such benefits as provided for under the law. In the case where a benefit provided for under a law is granted retroactively to the first day of the disability, the employee shall undertake to reimburse the board, where applicable, for the portion of the benefit provided for under clause 5-3.32 as a result of the application of the first paragraph of this clause.

Every employee who receives a disability benefit paid by virtue of a federal or provincial law, with the exception of the Unemployment Insurance Act, must, in order to be entitled to his or her salary insurance benefits by virtue of clause 5-3.32, notify the board of the amount of the weekly disability benefits that are paid to him or her. Furthermore, he or she must give his or her written authorization to the board so that the latter may obtain all the necessary information from the organizations, in particular the SAAQ or the RRQ, which administer a disability insurance plan from which he or she receives benefits.

- 5-3.35 The payment of this benefit shall terminate at the latest on the date the employee begins his or her retirement.
- 5-3.36 No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the employee has provided the board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability provided for in clause 5-3.32 begins on the date of the employee's return to work.
- 5-3.37 The payment of benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board provided that the employee submit the supporting documents as required in clause 5-3.38.
- 5-3.38 The board may require that the employee who is absent because of disability provide a written certificate for absences of fewer than four (4) days or a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the board if the employee is absent for fewer than four (4) days. The board may also require an examination of the employee concerned in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her usual place of work as defined in clause 7-3.18 shall be borne by the board.

Upon the employee's return to work, the board may require him or her to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. The cost of the examination as well as the employee's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her usual place of work as defined in clause 7-3.18 shall be borne by the board. If, in this case, the opinion of the physician chosen by the board differs from the employee's physician, the board and the union may, within thirty (30) days, agree on the choice of a third physician. If no agreement is reached within the said time limit, the board's physician and the employee's physician shall agree on the choice of a third physician within a reasonable time limit.

The third physician, without restricting the scope of his or her mandate and fully observing the code of ethics, shall take into account the opinions of the two (2) physicians and his or her decision cannot be appealed.

The board or its designated authority must treat the medical certificates and medical examination results in a confidential manner.

5-3.39 When payment of benefits is refused by reason of presumed nonexistence or termination of any disability, the employee may appeal the decision according to the procedure for settling grievances and arbitration provided for in Chapter 9-0.00.

5-3.40 a) On July 1 of every year, the board shall credit each employee covered by this article with seven (7) days of sick leave. The seven (7) days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year under the provisions of this article at the rate in effect on that date per day or per fraction of a day not used.

b) Moreover, in the case of a first year of service of an employee who is not reassigned in accordance with the provisions of article 7-3.00, the board shall add a credit of six (6) nonredeemable sick-leave days.

The employee hired during a fiscal year who was granted fewer than six (6) nonredeemable sick-leave days shall be entitled, on July 1 of the following fiscal year, if he or she remains in the service of the same board, to the difference between six (6) days and the number of nonredeemable sick-leave days granted to him or her on the effective date of his or her hiring.

c) The employee who has thirteen (13) or fewer days of sick leave accumulated to his or her credit on June 1 may, upon a written notice to the board prior to that date, choose not to redeem on June 30 the balance of the seven (7) days granted by virtue of paragraph a) of this clause and not used under this article. The employee, having made this choice, shall add on June 30 the balance of these seven (7) days, which are now nonredeemable, to the nonredeemable sick-leave days already accumulated.

5-3.41 If an employee becomes covered by this article in the course of a fiscal year or if he or she leaves his or her employment during the year, the number of days credited for the year in question shall be reduced in proportion to the number of complete months of service, it being specified that "complete month of service" means a month of service during which the employee is in service for half or more of the working days contained in that month.

Nevertheless, if an employee has used, in accordance with this agreement, some or all of the sick-leave days that the board credited to him or her on July 1 of one year, no claim shall be made as a result of the application of this clause.

5-3.42 In the case of an employee who holds a part-time position, the value of each day credited shall be reduced in proportion to the regular hours worked in relation to the regular workweek provided for in clause 8-2.01.

5-3.43 Subject to clause 5-3.44, disabilities for which payment is being made on the date of the signing of the agreement shall remain covered under the plan provided for in this article. The effective date of the beginning of the disability period determines both the duration and the benefits to which the employee concerned may be entitled according to the provisions of clause 5-3.32 of the agreement. The disabled employee who is not entitled to any benefits on the date of the signing of the agreement shall be covered by the new plan upon his or her return to work when he or she commences a new disability period.

5-3.44 The employee who benefited on June 30, 1973 or, as the case may be, on June 30, 1976 or, as the case may be, until the coming into force of the relevant provisions of the 1979-1982 collective agreement or, as the case may be, until the coming into force of the relevant provisions of the 1983-1985 collective agreement or, as the case may be, until the coming into force of the relevant provisions of the 1986-1988 collective agreement or, as the case may be, until the signing of the former collective agreement, from redeemable sick-leave days retains the right to the reimbursement of the value of the redeemable days accumulated on one of the dates which is applicable to him or her, in accordance with the provisions of agreements formerly applicable or of a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following this date.

This value shall be determined on the basis of the salary on July 1, 1973 or, as the case may be, June 30, 1976 or, as the case may be, on July 1, 1979 and shall bear interest at the rate of five percent (5%) compounded yearly as of one of the aforementioned dates that is applicable to him or her. These provisions shall not, however, change the value already set for the redeemable sick-leave days the value of which has been determined by virtue of a former agreement or a board regulation having the same effect.

5-3.45 The value of the redeemable days to an employee's credit may be used to pay for the cost of buying back previous years of service, as provided for in the provisions relating to pension plans.

The redeemable sick-leave days to an employee's credit according to clause 5-3.44 may also be used at a rate of one (1) day per day, for purposes other than those provided for in this article when the former agreements allowed such use. Moreover, the redeemable sick-leave days to an employee's credit may also be used at a rate of one (1) day per day, for purposes other than illness, that is: in case of maternity (including extensions of maternity leave) or for extending the employee's disability leave upon expiry of the benefits provided for in subparagraph c) of paragraph A) of clause 5-3.32 or for a preretirement leave. The employee may also use his or her nonredeemable sick-leave days to his or her credit, at a rate of one (1) day per day, to extend his or her disability leave upon expiry of the benefits provided for in subparagraph c) of paragraph A) of clause 5-3.32. In addition, these days may also be used to extend a maternity leave.

The redeemable sick-leave days under clause 5-3.44 as well as the nonredeemable sick-leave days to the credit of an employee who has thirty (30) years of seniority may also be used at a rate of one (1) day per day, up to a maximum of ten (10) days per year, to be added to the vacation period of the employee concerned. The provisions of this paragraph shall also apply to the employee who is fifty-five (55) years of age even if he or she does not have the required thirty (30) years of seniority.

The redeemable sick-leave days to the employee's credit under clause 5-3.44 on the date of the signing of the agreement shall be considered used when used by virtue of this clause as well as by virtue of the other provisions of this article.

5-3.46 The sick-leave days to an employee's credit shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- a) the redeemable days credited by virtue of clause 5-3.40 of the former agreement or of the agreement;
- b) after having used up the days mentioned in the preceding paragraph, the other redeemable days to the employee's credit;
- c) after having used up the days in the preceding two paragraphs, the non-redeemable days to the employee's credit.

5-3.47 Every employee who benefits from paragraph a) of clause 5-3.40 may use, subject to the provisions of the following paragraph, up to two (2) days per year for personal business upon a notice to the board of at least twenty-four (24) hours.

The days thus used shall be deducted from the credit of seven (7) days obtained by the application of paragraph a) of clause 5-3.40 and, after having used such days, they shall be deducted from the other redeemable days to the employee's credit.

The days provided for in the first paragraph of this clause must be taken in half-days or full days.

5-3.48 The board shall prepare a statement of the employee's bank of sick-leave days on June 30 of each year and shall so inform him or her within the sixty (60) calendar days that follow.

5-4.00 **PARENTAL RIGHTS**

Section I General Provisions

5-4.01 The maternity leave compensation provided for in Section II shall only be paid as supplements to the unemployment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which unemployment insurance does not provide anything.

For the purposes of this article, spouse means either the man and the woman:

- a) who are married and cohabiting;
- b) who are living together as husband and wife and are the father and mother of the same child;
- c) who have been living together as husband and wife for at least one (1) year.

5-4.02 If the granting of a leave is restricted to only one spouse, such restriction shall apply so long as the other spouse is also an employee of the public or parapublic sector.

5-4.03 The board shall not reimburse the employee for the amounts that Human Resources Development Canada could require her to pay under the Unemployment Insurance Act, when the employee's salary exceeds the maximum insurable by one and a half times.

The basic weekly salary⁽¹⁾, deferred basic weekly salary⁽¹⁾ and severance payments shall not be increased or decreased by the amounts received under the supplementary unemployment insurance benefit plan.

- 5-4.04 Unless there are specific provisions to the contrary, this article cannot result in granting an employee a benefit, monetary or nonmonetary, which he or she would not have had if he or she had remained at work.

Section II Maternity Leave

- 5-4.05 The pregnant employee shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clause 5-4.07, must be consecutive.

The employee who becomes pregnant while she is benefiting from a leave of absence without salary or a partial leave without salary provided for in this article shall also be entitled to such maternity leave and to the benefits provided for in clauses 5-4.09 and 5-4.10, as the case may be.

Should the employee's spouse die, the remainder of the twenty (20) weeks of maternity leave and the rights and benefits attached thereto shall be transferred to the employee.

The employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date shall also be entitled to such maternity leave.

- 5-4.06 The distribution of the maternity leave, before and after the birth, shall be the employee's decision and shall include the day of the birth.

- 5-4.07 When she has sufficiently recovered from her delivery and her child must remain in the hospital, the employee may interrupt her maternity leave by returning to work.

The employee whose child is hospitalized within the fifteen (15) days of his or her birth shall also have this right.

The leave may only be interrupted once. It is completed when the child is brought home.

- 5-4.08 To obtain the maternity leave, the employee must give written notice to the board at least two (2) weeks before the date of departure. Such notice must be accompanied by a medical certificate confirming the pregnancy and the due date.

The time limit regarding the presentation of the notice may be less if a medical certificate confirms that the employee must leave her job sooner than expected. In the case of an unforeseen event, the employee shall be exempted from the formality of the notice provided that she give the board a medical certificate confirming that she had to leave her job immediately.

⁽¹⁾ For the sole purposes of this article, "basic weekly salary" means the regular salary of the employee including the regular salary supplement for a regularly increased workweek as well as the premiums for responsibility to the exclusion of the others without any additional remuneration even for overtime.

Cases Eligible for Unemployment Insurance

5-4.09

The employee who has accumulated twenty (20) weeks of service⁽¹⁾ and who, following the submission of a request for unemployment insurance benefits by virtue of an unemployment insurance plan, receives such benefits, shall be entitled, during her maternity leave, subject to clause 5-4.12, to receive:

- a) for each week of the waiting period stipulated by the unemployment insurance plan, a compensation equal to ninety-three percent⁽²⁾ (93%) of her basic weekly salary⁽³⁾;
- b) for each week she is receiving or could receive unemployment insurance benefits, an additional compensation equal to the difference between ninety-three percent (93%) of her basic weekly salary and the weekly unemployment insurance benefit that she is receiving; such additional compensation shall be calculated on the basis of the unemployment insurance benefits that an employee is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

However, in the case of the employee who works for more than one employer, the additional compensation shall be equal to the difference between ninety-three percent (93%) of the basic salary paid by the board and the percentage of the unemployment insurance benefit corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the employee shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid to her by Human Resources Development Canada.

Moreover, if Human Resources Development Canada reduces the number of weeks of unemployment insurance benefits to which the employee would otherwise have been entitled if she had not benefited from unemployment insurance benefits before her maternity leave, the employee shall continue to receive, for a period equivalent to the weeks deducted by Human Resources Development Canada, the additional compensation provided for in the first subparagraph of this paragraph b) as if she had, during this period, benefited from unemployment insurance benefits;

- c) for each of the weeks following the period provided for in paragraph b) of this clause, a compensation equal to ninety-three percent (93%) of her basic weekly salary until the end of the twentieth (20th) week of the maternity leave.

⁽¹⁾ The absent employee shall accumulate service if her absence is authorized, particularly for disability, and includes benefits or remuneration.

⁽²⁾ Ninety-three percent (93%):

This percentage was set to take into account the fact that the employee is exonerated, during a maternity leave, from contributing her share of premiums to the pension and unemployment insurance plans which equals, on average, seven percent (7%) of her salary.

⁽³⁾ For the sole purposes of this article, "basic weekly salary" means the regular salary of the employee including the regular salary supplement for a regularly increased workweek as well as the premiums for responsibility to the exclusion of the others without any additional remuneration even for overtime.

When the employee resumes the maternity leave interrupted by virtue of clause 5-4.07, the board shall pay the employee the compensation to which she would have been entitled had she not availed herself of such interruption.

The board may not offset, by the compensation that it pays to the employee on maternity leave, the reduction in the unemployment insurance benefits attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall provide such compensation if the employee proves that the salary earned is a customary salary, by means of a letter to this effect from the employer who pays it. If the employee proves to the board that only a portion of this salary is customary, the compensation shall be limited to this portion.

The employer who pays the customary salary provided for in the preceding paragraph must, at the employee's request, produce such a letter.

The total amounts received by the employee during her maternity leave, in unemployment insurance benefits, compensation and salary may not however exceed ninety-three percent (93%) of the basic weekly salary paid by her board or, where applicable, by her employers (including her board).

Cases not Eligible for Unemployment Insurance

5-4.10

The employee who is excluded from unemployment insurance benefits or who is declared ineligible shall also be excluded from any other compensation. However:

- a) the employee who holds a full-time position and who has accumulated twenty (20) weeks of service⁽¹⁾ shall also be entitled to a compensation equal to ninety-three percent (93%) of her basic weekly salary for ten (10) weeks, if she does not receive unemployment insurance benefits for the following reason:
 - she did not hold an insurable job for at least twenty (20) weeks during the period of reference provided for in the unemployment insurance plan.
- b) The employee who holds a part-time position and who has accumulated twenty (20) weeks of service⁽¹⁾ shall be entitled to a compensation equal to ninety-three percent (93%) of her basic weekly salary for ten (10) weeks, if she does not receive unemployment insurance benefits for one of the following reasons:
 - i) she did not contribute to the unemployment insurance plan;
or
 - ii) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

⁽¹⁾ The absent employee shall accumulate service if her absence is authorized, particularly for disability, and includes benefits or remuneration.

5-4.11

In the cases provided for in clauses 5-4.09 and 5-4.10:

- a) No compensation may be paid during the vacation period for which the employee is paid.
- b) The compensation due for the first two (2) weeks shall be paid by the board in the two (2) weeks following the beginning of the leave. Unless the applicable salary payment system is on a weekly basis, the compensation due after this date shall be paid at two (2)-week intervals. In the case of the employee who is eligible for unemployment insurance benefits, the first installment need only be paid fifteen (15) days after the board receives proof that she is receiving unemployment insurance benefits. For the purposes of this paragraph, a statement of benefits, a stub or information provided by Human Resources Development Canada to the board by means of a computerized statement shall be considered proof.
- c) Service shall be calculated on behalf of all the employers in the public and parapublic sectors (Civil Service, Education, Health and Social Services) including the following:

- the Commission des droits de la personne et des droits de la jeunesse;
- the Société québécoise de développement de la main-d'oeuvre;
- the Commission des services juridiques;
- the régies de la santé et des services sociaux;
- the corporations d'aide juridique;
- the Commission de la construction du Québec;
- the Office franco-québécois pour la jeunesse;
- the Régie des installations olympiques;
- the Société des loteries du Québec;
- the Société des traversiers du Québec;
- the Société immobilière du Québec;
- the Musée du Québec;
- the Musée de la Civilisation;
- the Musée d'Art contemporain;
- the Société des établissements de plein air du Québec;
- the Société de gestion du réseau informatique des commissions scolaires

and any other agency referred to in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

Moreover, the requirement of twenty (20) weeks of service contained in clauses 5-4.09 and 5-4.10 shall be deemed to have been met, where applicable, when the employee meets this requirement with one of the employers mentioned in this paragraph.

- d) The basic weekly salary of the employee who holds a part-time position shall be the basic average weekly salary that she received during the last twenty (20) weeks preceding her maternity leave.

If, during this period, the employee received benefits based on a certain percentage of her regular salary, it shall be understood that, for calculation purposes, her basic weekly salary during her maternity leave shall be the basic salary on the basis of which these benefits were established.

As well, any period during which the employee on special leave as provided for in paragraph A) of clause 5-4.18 does not receive any benefits from the Commission de la santé et de la sécurité du travail (CSST) shall be excluded for the purpose of calculating her basic average weekly salary.

If the twenty (20)-week period preceding the maternity leave of the employee who holds a part-time position includes the date on which the rates and salary scales are increased, the basic weekly salary shall be calculated on the basis of the salary rate in force on that date. If, on the other hand, the maternity leave includes this date, the basic weekly salary changes as of this date according to the adjustment formula of the applicable salary scale.

- e) In the case where the employee is temporarily laid off, the maternity leave benefits to which she is entitled by virtue of the agreement and paid by the board shall terminate as of the date on which the employee is laid off, where applicable.

Subsequently, in the case where the employee is reinstated in her position or is recalled, as the case may be, the foregoing in accordance with the provisions of the agreement, the maternity leave benefits shall be reestablished as of the date on which the employee is reinstated in her position or another employment by virtue of her right of recall.

In these cases, the weeks during which the employee has received maternity leave benefits and the weeks included in the layoff period shall be deducted from the twenty (20) weeks or the ten (10) weeks to which the employee is entitled by virtue of clause 5-4.09 or 5-4.10, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks left to cover by virtue of clause 5-4.09 or 5-4.10, as the case may be.

5-4.12 The maternity leave allowance⁽¹⁾ paid by the ministère de la Sécurité du revenu du Québec shall be deducted from the benefits to be paid under clause 5-4.09. In the case where the provisions of the second subparagraph of paragraph b) of clause 5-4.09 shall apply, the subtraction shall be made by taking into account the terms and conditions concerning the distribution of the amount to be subtracted set forth therein.

5-4.13 During such maternity leave and the extensions provided in clause 5-4.14, the employee, insofar as she is normally entitled to it, shall benefit from the following:

- life insurance plan;
- health insurance plan, provided she pay her share;
- accumulation of vacation and payment made in lieu thereof;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of active service for the purpose of acquiring tenure;
- right to apply for a position that is posted and to obtain it in accordance with the provisions of the agreement as if she were at work.

The employee may defer a maximum of four (4) weeks' annual vacation if it falls within her maternity leave and if she notifies the board in writing of the date of such deferral no later than two (2) weeks before the expiry of the said maternity leave.

5-4.14 If the birth occurs after the due date, the employee shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has at least two (2) weeks of maternity leave remaining after the birth.

⁽¹⁾ It is the allowance currently set at \$360.

The employee may also benefit from an extension to her maternity leave of six (6) weeks if her child has been hospitalized during her maternity leave or if the child's health so requires.

During these extensions, the employee shall not receive any compensation or salary and shall maintain the right, if she already has this right, to use the sick-leave days provided for in article 5-3.00.

5-4.15 The maternity leave may be for a duration of less than twenty (20) weeks. If the employee returns to work within the two (2) weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

5-4.16 During the fourth (4th) week preceding the expiry of the maternity leave, the board must send the employee a notice indicating the anticipated date of the expiry of the said leave.

The employee to whom the board has sent such notice must report to work upon the expiry of the maternity leave, unless such leave be extended as provided for in clause 5-4.25.

The employee who does not comply with the preceding paragraph shall be considered as being on a leave of absence without salary for a maximum period of four (4) weeks. At the end of this period, the employee who has not reported back to work shall be considered as having resigned.

5-4.17 When she returns from her maternity leave, the employee shall return to her position. Should the position have been abolished, the employee shall be entitled to the rights from which she would have benefited had she been at work at that time.

Section III Special Leaves Regarding Pregnancy and Breastfeeding

5-4.18 A) Provisional Assignment and Special Leave

The employee may request to be temporarily assigned to another position, permanently vacant or temporarily vacant, of the same class of employment or, if she agrees and subject to the provisions of the agreement, another class of employment in the following cases:

- a) she is pregnant and her working conditions entail risks of infectious disease or physical dangers for herself or her unborn child;
- b) her working conditions entail dangers for the child whom she is breastfeeding;
- c) she works regularly at a cathode-ray tube terminal.

The employee must submit a medical certificate to this effect as soon as possible.

When the board receives a request for a preventive reassignment, it shall immediately inform the union giving the name of the employee and the reasons supporting the request for preventive reassignment.

If this assignment is not carried out immediately, the employee shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel this special leave, the special leave shall terminate for the pregnant employee on the date of the birth and, for the employee who is breastfeeding her child, at the end of the period during which the child is breastfed. This assignment shall have priority over the application of subparagraphs b), c), d), e) and f) of paragraph A) of clause 7-1.16 and to an employee laid off temporarily by virtue of clause 7-2.04.

During the special leave provided for in this clause, the employee is governed, as regards her compensation, by the provisions of the Act respecting occupational health and safety (R.S.Q., Chapter S-2.1) concerning the reassignment of the pregnant employee or the employee who is breastfeeding.

However, following a written request to this effect, the board shall pay the employee an advance on the benefit to be received on the basis of the anticipated benefits. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated payment, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made in accordance with clause 6-6.03 until the amounts owing have been paid. However, in the case where the employee exercises her right to appeal the decision of the CSST, reimbursement shall not be required until the CSST review board has rendered its decision.

In addition to the preceding provisions, at the employee's request, the board must study the possibility of temporarily changing the duties of the employee assigned to a cathode-ray tube terminal so as to reduce her working time at the terminal to a maximum of two (2) hours per half day and assign her to other duties which she is reasonably capable of performing for the remainder of her working time.

B) Other Special Leaves

The employee shall also be entitled to a special leave in the following cases:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a definite period prescribed by a medical certificate; this special leave cannot be extended beyond the beginning of the eighth (8th) week preceding the due date at which time the maternity leave shall begin;
- b) upon presentation of a medical certificate prescribing the duration, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date;
- c) for visits related to the pregnancy which are with a health care professional and which are supported by a medical certificate.

5-4.19 As regards the visits referred to in subparagraph c) of paragraph B) of clause 5-4.18, the employee shall benefit from a special leave with salary for a maximum of four (4) days.⁽¹⁾

During the special leaves provided for in clause 5-4.18, the employee shall be entitled to the benefits provided for in clause 5-4.13, insofar as she is normally entitled to them, and to those provided for in clause 5-4.17.

Moreover, the employee referred to in paragraph B) of clause 5-4.18 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of paragraph B) of clause 5-4.18, the employee must first have used up the four (4) days mentioned in the first paragraph of this clause.

⁽¹⁾ Such special leaves may be taken in half days.

Section IV Other Parental Leaves

Paternity Leave

5-4.20 The employee whose spouse gives birth shall be entitled to a leave with salary for a maximum period of five (5) working days. This leave may be discontinuous and must be taken between the beginning of the birth and the fifteenth (15th) day following the mother's or the child's return home.

One of the five (5) days may be used for the child's baptism or registration.

During the paternity leave, the employee shall be entitled to the benefits provided for in the first paragraph of clause 5-4.13 as long as he is entitled to them.

Leaves for Adoption and Leaves of Absence without Salary for the Purpose of Adoption

5-4.21 A) The employee who legally adopts a child shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his or her spouse does not also benefit from such leave. This leave must be taken following the child's placement order in accordance with the adoption system or at another date agreed to with the board. In order to obtain this leave, the employee must submit a written request to the board at least two (2) weeks in advance.

During the leave for adoption, the employee shall be entitled to the benefits provided for in clause 5-4.13 as long as he or she is normally entitled to them and, upon termination of this leave, he or she returns to his or her position, unless it was abolished, in which case the employee shall be entitled to the benefits which he or she would have had had he or she been at work.

For every week the employee is on this leave, he or she shall receive a compensation equal to his or her basic weekly salary, paid at two (2)-week intervals, or at weekly intervals if the salary payment system is on a weekly basis.

B) In connection with the adoption of a child, the employee shall benefit from a leave of absence without salary for a maximum duration of ten (10) weeks as of the date on which the employee assumes charge of the child. If an adoption results, the employee may convert the leave without salary into a leave with salary. In order to obtain this leave, the employee must submit a written request to the board at least two (2) weeks in advance.

The employee who travels outside Québec for purposes of adoption shall for that purpose and upon written request to the board two (2) weeks in advance if possible, obtain a leave of absence without salary for the time necessary for such travel. If, as a result, the employee assumes charge of the child, the maximum duration of such leave of absence without salary shall be ten (10) weeks in accordance with the preceding paragraph.

The leave for adoption provided for in paragraph A) of clause 5-4.21 shall take effect on the date of the beginning of the leave of absence without salary provided for in this clause, for the purpose of an adoption, if the duration of the latter is ten (10) weeks and if the employee so decides after the placement order.

During the leave of absence without salary for the purpose of adoption, the employee shall be entitled to the same benefits as those pertaining to full-time leaves of absence without salary and part-time leaves of absence without salary provided for in this article.

When the leave for adoption takes effect on the date of the beginning of the leave of absence without salary, the employee shall be entitled exclusively to the benefits provided for in the leave for adoption.

5-4.22 The board must forward to the employee, during the fourth (4th) week preceding the termination date of the ten (10)-week adoption leave, a notice indicating the termination date of the said leave.

The employee to whom such a notice is sent must report to his or her place of work upon the termination of his or her leave for adoption, unless the said leave has been extended in the manner provided for in clause 5-4.25.

The employee who does not comply with the preceding paragraph shall be considered as having been on a leave of absence without salary for a maximum period of four (4) weeks. At the end of this period, the employee who has not reported back to work shall be considered as having resigned.

5-4.23 The employee who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave for a maximum period of five (5) working days, of which only the first two (2) days shall be remunerated.

This leave may be discontinuous but it may not be taken more than fifteen (15) days following the child's arrival home.

However, if it involves the spouse's child, the employee shall only be entitled to a leave without salary for a maximum period of two (2) working days.

5-4.24 However, the provisions provided for in clauses 5-4.21 and 5-4.22 shall not apply to the employee who adopts his or her spouse's child.

Full-time Leave of Absence without Salary or Part-time Leave of Absence without Salary for Maternity, Paternity or Adoption

5-4.25 Following a written request submitted to the board at least two (2) weeks in advance in the case of a full-time leave of absence without salary and at least thirty (30) days in advance in the case of a part-time leave of absence without salary, the employee who wishes to extend her maternity leave, the employee who wishes to extend his paternity leave and either a female or male employee who wishes to extend either one of the leaves for adoption shall benefit from one of the two (2) options listed hereinafter, under the conditions stipulated therein:

- a) a full-time leave of absence without salary for a maximum period of thirty-four (34) continuous weeks which begins at the time the employee chooses and ends no later than one (1) year following the birth or, in the case of an adoption, one (1) year after he or she assumes full legal responsibility for the child;
- b) a full-time or part-time leave without salary for a maximum period of two (2) years which is taken immediately following a maternity leave, a paternity leave or a leave for adoption.

The employee may however modify his or her choice for the period exceeding the twelfth (12th) month of his or her leave upon a written notice sent to the board thirty (30) days prior to the end of his or her first year of leave.

The employee who holds a part-time position shall also be entitled to this part-time leave without salary. However, the other provisions of the agreement concerning the determination of the number of hours of work shall remain applicable.

The employee who does not use his or her full-time or part-time leave of absence without salary may, for that portion of the leave which his or her spouse does not use, benefit from a full-time or part-time leave of absence without salary, at his or her choosing, by following the formalities thus provided for.

The request for a part-time leave of absence without salary must specify the schedule of the leave. Should the board disagree on the number of days off per week, the employee shall be entitled to a maximum of two and a half (2.5) days off per week or the equivalent up to a maximum of two (2) years. Should the board disagree on the distribution of these days, it shall effect the distribution.

If the spouse of the employee is not an employee of the public or parapublic sector, the employee may avail himself or herself of a leave provided for above at the time he or she chooses within two (2) years following the birth or adoption without exceeding the two (2)-year time limit following the birth or adoption.

During either one of the aforementioned leaves, the employee shall retain the right, insofar as he or she is entitled to it, to use the sick-leave days provided for in article 5-3.00.

In the case of either one of the aforementioned leaves, the request must specify the date of return to work.

5-4.26 During the leave of absence without salary, the employee shall accumulate seniority and shall retain his or her experience. He or she may continue to contribute to the insurance plans that are applicable to him or her, if he or she so requests at the beginning of the said leave and pays the entire amount of the premiums plus tax, where applicable.

The employee who benefits from a part-time leave without salary shall accumulate his or her seniority on the same basis as prior to the leave and, for the proportion of hours worked, shall be governed by the rules applicable to an employee who has a part-time position.

Notwithstanding the preceding paragraphs, the employee shall accumulate his or her experience, for the purposes of determining his or her salary, up to the first thirty-four (34) weeks of a leave without salary or part-time leave without salary.

5-4.27 The employee may take his or her deferred annual vacation immediately prior to his or her full-time or part-time leave of absence without salary provided that there be no discontinuity with his paternity leave, her maternity leave or his or her leave for adoption, as the case may be.

5-4.28 The employee to whom the board has sent a four (4)-week notice indicating the termination date of one of the leaves provided for in clause 5-4.25 must inform the board of his or her return to work at least two (2) weeks before the termination of this leave. Failing which, he or she shall be considered as having resigned.

5-4.29 The employee who wishes to terminate his or her leave without salary before the anticipated date must submit a written notice of his or her intention at least twenty-one (21) days prior to his or her return. In the case of a leave without salary exceeding thirty-four (34) weeks, such notice shall be submitted at least thirty (30) days in advance.

On returning to the board from a full-time or a part-time leave without salary, the employee shall be reinstated in the position he or she held prior to his or her departure subject to article 7-3.00.

Leave for Parental Responsibilities

5-4.30 A part-time or full-time leave without salary for a maximum of one (1) year shall be granted to an employee whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. In this case, the fifth subparagraph of paragraph b) of clause 5-4.25 shall apply except as regards the maximum duration of the leave without salary, which cannot exceed one (1) year.

Subject to the other provisions of the agreement, the employee may be absent from work for a maximum of six (6) days per year, in cases where his or her presence is required, to fulfill obligations relating to the health, safety or education of his or her child.

The days thus used shall be deducted from the credit of seven (7) days obtained as a result of the application of paragraph a) of clause 5-3.40.

In all cases, the employee must provide proof justifying such absence.

Section V Miscellaneous Provisions

5-4.31 Any benefit or compensation referred to in this article, the payment of which began before a strike or lockout, shall continue to be paid during this strike or lockout.

5-4.32 If it is established before an arbitrator that a probationary employee availed herself of a maternity leave or a leave without salary or a part-time leave without salary to extend a maternity leave and that the board terminated her employment, the latter must prove that it terminated her employment for reasons other than for having used the maternity leave or the leave without salary or part-time leave without salary.

5-4.33 The employee who benefits from a premium for regional disparities by virtue of the agreement shall receive the premium for the duration of her maternity leave provided for in Section II.

Notwithstanding the foregoing, the total amounts received by the employee in unemployment insurance benefits, compensation and premiums may not exceed ninety-five percent (95%) of her basic salary and the premium for regional disparities.

The employee who benefits from a premium for regional disparities by virtue of the agreement shall receive this premium during his or her leave for adoption as provided for in paragraph A) of clause 5-4.21.

5-5.00 **PARTICIPATION IN PUBLIC AFFAIRS**

5-5.01 The board shall recognize the same rights for an employee to participate in public affairs as those which are recognized for all citizens.

5-5.02 The regular employee, who is a candidate in a municipal, school, provincial or federal election, shall obtain upon request a leave of absence without salary which could extend from the declaration of the elections to the tenth (10th) day which follows the election day.

5-5.03 The regular employee who does not report to work within the time allotted shall be considered as having resigned, unless the reason for which he or she does not report to work is one of the reasons for absence provided for in the agreement. In that case, the employee must notify the board and, except if it is impossible for him or her to report to work on the first working day following such leave, he or she shall be considered as having resigned as of that day.

5-5.04 The regular employee, elected in a municipal or school election or to the board of directors of a hospital or a local community service centre, may benefit from a leave of absence without salary in order to carry out the duties of his or her position according to the terms and conditions prescribed by the board; the board cannot refuse the leave without a valid reason.

5-5.05 The regular employee elected in a provincial or federal election shall remain on leave without salary for the duration of his or her mandate.

5-5.06 Within the twenty-one (21) days following the expiry of his or her mandate, the employee must inform the board of his or her decision to return to work; failing this, he or she shall be considered as having resigned.

On returning to the board, he or she shall be reinstated in his or her position, if it is available, the foregoing subject to Chapter 7-0.00.

5-6.00 **VACATION**

5-6.01 During each fiscal year, an employee shall be entitled, according to the duration of his or her active service for the preceding fiscal year, to an annual vacation period the duration of which is determined in clauses 5-6.08 and 5-6.09.

5-6.02 Vacation must usually be taken during the fiscal year following that in which it was acquired.

The employee who is absent from work because of an illness or a work accident when he or she is scheduled to take his or her vacation may defer his or her vacation to another period in the same fiscal year or, if he or she has not returned at the end of the fiscal year, to another period in a subsequent fiscal year, to be determined after agreement between him or her and the board.

5-6.03 For the sole purpose of the table in clause 5-6.09, the first two hundred and forty-two (242) working days of one or more disability periods, a leave of absence without salary the total duration of which does not exceed one (1) month, as well as the working days included during the temporary layoff period according to the provisions of article 7-2.00 shall constitute active service.

In no case may more than two hundred and forty-two (242) days of active service per disability period be counted even if such period extends over more than one fiscal year.

For a new employee as well as for an employee who leaves his or her position permanently, the month during which he or she was hired and the month during which such employee leaves shall count for one (1) complete month of active service, provided that he or she worked one-half or more of the working days of the month.

5-6.04

The vacation period shall be determined in the following manner:

- a) before May 1 of each year, the board must consult the union or group of unions concerned before establishing a period of total or partial shutdown of its activities for a period not exceeding ten (10) working days. The shutdown period may be longer than ten (10) working days insofar as the union agrees. Each employee concerned by the total or partial shutdown must take all the vacation to which he or she is entitled during the shutdown period. The employee, who is entitled to a number of days of vacation greater than the number of days used during the shutdown period, shall take the additional days according to the following terms;
- b) before May 15 of each year, the employees shall choose the dates on which they wish to take their vacation and the latter shall be distributed by taking into account the seniority of the employees in the same office, department, school or adult education centre, where applicable;
- c) in all cases, the employees' choices shall be submitted to the board for approval and the latter shall take into account the needs of the office, department, school or adult education centre involved; the board shall render its decision within thirty (30) days of the date mentioned in the preceding paragraph b) and, if the employee's choice is refused, he or she must choose new dates;
- d) once the vacation period has been approved by the board, a change is possible when requested by an employee if the needs of the office, department, school or adult education centre permit and if the change does not affect the vacation periods of other employees;
- e) the board and union may agree on different terms and conditions than those provided for in this clause.

5-6.05

The employee must take his or her vacation in periods of at least five (5) consecutive days. However, with the board's permission, the employee may take his or her vacation in another manner.

5-6.06

The employee on vacation shall continue to receive the salary that is regularly paid to him or her according to the provisions of article 6-6.00. However, the salary shall be paid to him or her before his or her departure for the duration of his or her vacation period.

5-6.07

In the case of the permanent termination of employment, the employee shall be entitled, in accordance with the provisions of this article, to the payment of vacation acquired and not used.

5-6.08

Subject to the provisions of clause 5-6.09 concerning the reduction in vacation, the employee shall benefit from:

- a) 20 working days of vacation if he or she has less than 17 years of seniority on June 30 of the year of acquisition;
- b) 21 working days of vacation if he or she has 17 years or more of seniority on June 30 of the year of acquisition;
- c) 22 working days of vacation if he or she has 19 years or more of seniority on June 30 of the year of acquisition;
- d) 23 working days of vacation if he or she has 21 years or more of seniority on June 30 of the year of acquisition;
- e) 24 working days of vacation if he or she has 23 years or more of seniority on June 30 of the year of acquisition;
- f) 25 working days of vacation if he or she has 25 years or more of seniority on June 30 of the year of acquisition.

5-6.09

The employee whose duration of active service, during the year of acquisition of vacation, was less than one year shall be subject to a reduction in the number of his or her vacation days, and shall be entitled to the number of vacation days as determined by the following table:

TABLE OF ACCUMULATION OF DAYS OF VACATION

			NORMAL DURATION OF VACATION TAKING INTO ACCOUNT EMPLOYEE'S SENIORITY					
			20 Days	21 Days	22 Days	23 Days	24 Days	25 Days
TOTAL NUMBER OF DAYS OF ACTIVE SERVICE DURING YEAR OF ACQUISITION								
5	TO	10	0.5	0.5	0.5	0.5	0.5	0.5
11	TO	32	2.0	2.0	2.0	2.0	2.0	2.0
33	TO	54	3.5	4.0	4.0	4.0	4.0	4.0
55	TO	75	5.0	5.5	6.0	6.0	6.0	6.5
76	TO	97	7.0	7.0	7.5	8.0	8.0	8.5
98	TO	119	8.5	9.0	9.0	10.0	10.0	10.5
120	TO	140	10.0	11.0	11.0	12.0	12.0	13.0
141	TO	162	12.0	12.5	13.0	13.5	14.0	15.0
163	TO	184	13.5	14.0	14.5	15.5	16.0	17.0
185	TO	205	15.0	16.0	17.0	17.5	18.0	19.0
206	TO	227	17.0	17.5	18.5	19.0	20.0	21.0
228	TO	241	18.5	19.0	20.0	21.0	22.0	23.0
242	OR MORE		20.0	21.0	22.0	23.0	24.0	25.0

- 5-6.10 The employee in the service of the board on the date of the signing of the agreement and who, as a result of the application of clause 5-6.11 of the 1975-1979 agreement, for 1978-1979, benefited from a number of vacation days greater than the maximum number to which he or she would be entitled as a result of the application of subparagraphs a) to f) of clause 5-6.08 for the year in question, shall be entitled, for the duration of the agreement, to this additional number of vacation days. Such excess shall be reduced by any additional vacation day which may be granted to him or her as a result of the application of subparagraphs b) to f) inclusively of clause 5-6.08. Such excess shall also be reduced, as the case may be, taking into account the duration of his or her active service during the year of acquisition of vacation.
- 5-6.11 When an employee leaves the board at the time of his or her retirement, he or she shall be entitled to the entire vacation period for the year of his or her retirement.
- 5-7.00 **PROFESSIONAL IMPROVEMENT**
- 5-7.01 The board and the union recognize the importance of ensuring the professional improvement of employees.
- 5-7.02 For the purpose of applying this article, professional improvement activities shall include one of the following types of professional improvement:
- a) organizational professional improvement shall include all professional improvement activities required by the board, designed to acquire knowledge, develop or acquire skills or techniques, or to modify an employee's work habits and which improve the quality of administration at the board;
 - b) occupational professional improvement shall include all professional improvement activities designed to increase knowledge, develop or acquire skills or techniques, to modify an employee's work habits which lead him or her to better perform his or her duties or prepare him or her for duties which he or she could be called upon to perform at the board;
 - c) personal professional improvement shall include courses or studies offered in a learning institution recognized by the Ministère, with the exception of community education courses.
- 5-7.03 Professional improvement shall be the responsibility of the board and the professional improvement programs shall be developed by the board in relation to its needs and to those of its employees.
- 5-7.04 Within thirty (30) days of the board's or union's written request, they shall set up a Professional Improvement Committee; such a committee shall be composed of, at most, three (3) representatives of the board and three (3) representatives of the union and may establish appropriate rules for its internal management.
- 5-7.05 The board shall establish its professional improvement policy and programs in consultation with the Professional Improvement Committee; the board shall inquire about the employees' needs in professional improvement from the committee and the committee shall collaborate in preparing these programs.

- 5-7.06 The duties of the Professional Improvement Committee shall be:
- a) to collaborate in the setting up of professional improvement programs;
 - b) to collaborate in the planning of professional improvement activities;
 - c) to study professional improvement requests presented by the employees or required by the board;
 - d) to make appropriate recommendations to the board, particularly those concerning the distribution and use of the professional improvement budget.
- 5-7.07 When a board requests an employee to take part in professional improvement activities, it must reimburse him or her for the costs, according to the norms it establishes, upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where an employee receives an allowance or any other amount of money from another source, he or she must give the board any amount thus received.
- 5-7.08 When, at an employee's request, the board authorizes an employee to participate in professional improvement activities, it may reimburse the costs upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where an employee receives an allowance or any other money from another source, he or she must give the board any amount thus received.
- 5-7.09 The employee who, at the request of the board, participates in professional improvement activities during his or her regular work hours shall be considered at work during this period.
- 5-7.10 The courses offered by the board, with the exception of community education courses, shall be free of cost for the employees who wish to take them provided that:
- a) these courses offer to those who take them an opportunity for professional improvement or an increase in their educational qualifications;
 - b) registration by the general public has priority;
 - c) such a benefit does not oblige the board to organize courses;
 - d) these courses be taken outside the employee's working hours.
- 5-7.11 For the purpose of applying this article, the board shall have available, for each fiscal year of the agreement, an amount equal to forty-five dollars (\$45) per regular employee who has a full-time position or the equivalent, according to the number established at the beginning of each fiscal year.
- The amount mentioned in the preceding paragraph shall be increased by fifty percent (50%) for an employee working in a board located in school region 1, 8 or 9.
- The board shall decide on the use of these amounts after consulting with the Professional Improvement Committee.
- The amounts not used or committed during a fiscal year shall be added to those provided for the following fiscal year.
- 5-7.12 The amounts for professional improvement related to the implementation of a technological change within the meaning of clause 8-7.01 shall not be taken from the amounts mentioned in the preceding clause.
- 5-7.13 Notwithstanding the foregoing, the board shall allow an employee to complete, under the same conditions, the professional improvement activities already begun.

5-7.14

Upgrading

- a) In order to permit employees to meet more adequately the requirements of the position to be filled within the framework of article 7-1.00, the professional improvement policy must provide for, within one hundred and twenty (120) days of the coming into force of the agreement, subject to paragraph c), the setting up of a professional improvement program dealing specifically with the upgrading of secondary-level skills already acquired by regular employees in the course of their basic training.
- b) This program provides for short-term professional improvement activities (which take a few days or even a few hours).
- c) The board will make enquiries through the Professional Improvement Committee as to the upgrading needs of its employees.
- d) The nature, duration and frequency of the upgrading activities offered to employees shall be determined in consultation⁽¹⁾ with the Professional Improvement Committee.

5-8.00

CIVIL RESPONSIBILITY

5-8.01

The board shall undertake to assume the case of every employee whose responsibility might be at issue because of actions committed as a result of or in the course of the performance of his or her duties as an employee.

5-8.02

The board shall agree to indemnify the employee against any liability imposed by a final judgement for loss or damage resulting from actions, other than in the case of serious fault or gross negligence, committed by the employee as a result of or in the course of the carrying out of his or her duties as an employee or in applying clause 5-8.05 as an employee, but only up to the amount for which the employee is not already indemnified by another source, provided that:

- a) the employee has given the board a written account of the facts surrounding any claim made against him or her as soon as it is reasonably possible;
- b) the employee has not admitted responsibility with regard to such a claim;
- c) the employee surrender to the board, up to an amount equal to the loss or damage assumed by it, his or her rights to recourse against the third party and that he or she sign all the documents required by the board for this purpose.

5-8.03

The employee shall have the right to engage an attorney, at his or her own expense, and to have him or her assist the attorney chosen by the board.

5-8.04

As soon as the civil responsibility of the board is admitted or established by a final judgement, the board shall indemnify the employee for the total or partial loss, theft or destruction of his or her personal belongings which are normally used for the performance of his or her duties as an employee at the request of the board except in the case of serious fault or gross negligence on the employee's part. In the case where an employee holds an insurance policy which covers the total or partial loss, theft or destruction of such belongings, the board shall only pay the employee the excess of the actual loss incurred after the compensation is paid by the insurer.

5-8.05

Clause 5-8.01 shall apply in all cases where an employee is called upon as a result of or in the course of the carrying out of his or her duties to administer first aid to a student or to an employee.

⁽¹⁾ or, if need be, according to the eligibility and the method of participation of employees prescribed by the Professional Improvement Committee.

5-9.00 **LEAVE OF ABSENCE WITHOUT SALARY**

5-9.01 The board shall grant a regular employee a full-time leave of absence without salary for reasons which it deems valid for a maximum duration of twelve (12) consecutive months; this leave of absence may be renewed.

5-9.02 The board may also grant a part-time leave without salary to a regular employee for a reason it deems valid. This leave shall be for a maximum duration of twelve (12) consecutive months and may be renewed. At the time of the leave, the pertinent provisions of the agreement shall apply to the employee concerned on a prorated basis.

5-9.03 The board shall grant a leave without salary to enable a regular employee to accompany his or her spouse whose place of work changes temporarily or permanently for a period not exceeding twelve (12) months.

5-9.04 The board shall grant a regular employee who so requests a full-time or part-time leave without salary if the granting of such a leave permits the use of the services of a person in surplus.

5-9.05 The board shall grant a regular employee a full-time or part-time leave of absence without salary for studies leading to a diploma in an officially recognized institution for a period not exceeding twelve (12) consecutive months.

However, the board shall not be required to grant for or during the same period more than one leave of absence at a time in the same department, office, school or adult education centre. Moreover, the board may refuse a request if it is unable to find a replacement, where applicable.

If more than one request for a leave of absence without salary is submitted for the same period, the board shall proceed according to seniority.

5-9.06 The board shall grant a regular employee a full-time or part-time leave without salary of a maximum duration of one (1) month without exceeding twelve (12) consecutive months. The regular employee may benefit from such a leave every time he or she has accumulated at least seven (7) years of seniority.

The granting of the leave shall be subject to the provisions of the second and third paragraphs of clause 5-9.05.

5-9.07 The request to obtain or renew every leave without salary must be made at least thirty (30) days prior to the beginning of the leave except in the case provided for in clause 5-9.04; the request shall be made in writing and must specify the reasons as well as the dates of the beginning and end of the leave. Moreover, any request for a part-time leave without salary must specify the schedule of the leave.

5-9.08 In the case where a part-time leave without salary is provided for in this article, there must be an agreement between the board and the employee on the schedule of this leave and on the other terms and conditions of application.

5-9.09 During his or her absence, the employee's seniority shall be calculated in accordance with article 8-1.00 of the agreement; he or she may also participate in the insurance plans provided for in article 5-3.00 of the agreement and in the complementary plans, provided that he or she pay the entire amount of the premiums and contributions required if the regulations of the said plans permit.

5-9.10 The employee may, on reasonable grounds, terminate any leave without salary before the date foreseen, upon presentation of at least a thirty (30)-day advance written notice.

5-9.11 On the employee's return, he or she shall be reinstated in the position he or she held upon his or her departure, subject to the provisions of article 7-3.00 of the agreement.

5-9.12 In the case of a resignation during or at the end of a leave of absence, the employee shall reimburse the board for any amount paid for and in the name of the employee.

5-9.13 The employee, who uses the leave of absence for purposes other than those for which he or she obtained it, shall be considered as having resigned as of the beginning of the leave of absence.

5-10.00 LEAVE WITH DEFERRED SALARY

5-10.01 The leave with deferred salary plan allows an employee to have his or her salary spread over a determined period in order to benefit from a leave with salary; this plan can only be applicable in accordance with the law or the regulations.

This leave shall not have the effect of paying the employee benefits upon retirement nor of deferring income tax.

5-10.02 For the purpose of this article, the word "contract" means the contract mentioned in Appendix III of the agreement.

5-10.03 Only the regular employee shall be eligible for a leave with deferred salary plan.

The employee receiving salary insurance benefits or on a leave without salary at the time of the coming into force of the contract shall not be eligible for the plan. Subsequently, the provisions provided for in the contract for such situations shall apply.

5-10.04 Following the employee's written request, the board may grant a leave with deferred salary.

5-10.05 The leave shall only apply for the period of the contract and duration of the leave as determined in the following table and according to the percentages of salary paid during the contract:

<u>Duration of leave</u>	<u>Duration of participation in plan (contract)</u>			
	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

5-10.06 The employee must return to work, following his or her leave, for a period at least equal to that of the leave. The employee may return to work during or after the expiry of the contract.

5-10.07 The employee who obtained a leave with deferred salary by virtue of the 1986-1988 or 1989-1991 collective agreement shall continue to be subject to the provisions applicable to him or her.

5-10.08 The board and the employee shall sign, where applicable, the contract stipulating the terms and conditions of the leave.

CHAPTER 6-0.00 REMUNERATION

6-1.00 CLASSIFICATION RULES

Determination of the Class of Employment on the Date of the Signing of the Agreement

6-1.01 The classification of an employee shall be that held on the date of the signing of the agreement.

Determination of the Class of Employment During the Agreement

6-1.02 As of his hiring, the employee shall be classified in one of the classes of employment of the Classification Plan.

6-1.03 In all cases, the board's assignment of a class of employment provided for in the Classification Plan shall be based on the nature of the work and on the characteristic functions that the employee is principally and customarily required to perform.

6-1.04 At the time of hiring, the employee shall be informed in writing of his or her status, class of employment, salary, step and job description.

6-1.05 Subsequently, the employee shall be informed of any change in his or her duties.

6-1.06 The employee who obtains a new position as a result of the application of article 7-1.00 or 7-3.00 and who claims that the new duties which he or she must perform principally and customarily correspond to a class of employment which differs from that obtained shall be entitled to file a grievance according to the usual procedure within ninety (90) days after he or she obtains the position. In the case of arbitration, clause 6-1.15 shall apply.

Change in Duties

6-1.07 The employee who claims that the duties which he or she must perform principally and customarily as required by the board correspond to a class of employment which differs from his or her own may file a grievance according to the procedure for the settling of grievances provided for in article 9-1.00. Notwithstanding the time limit specified in the first subparagraph of paragraph a) of clause 9-1.03, the employee may validly submit a grievance as long as he or she is performing such duties.

In the event of arbitration, clause 6-1.15 shall apply and the ensuing decision cannot have any retroactive effect prior to the date on which it was filed with the board.

The fact that these changes occurred during the 1989-1991 collective agreement cannot invalidate the grievance as long as the latter was filed within thirty (30) working days of the date of the signing of the agreement.

6-1.08 The arbitrator who decides a grievance filed under clauses 6-1.06 and 6-1.07, shall only have the power to grant a monetary compensation equal to the difference between the employee's salary and the higher salary which corresponds to the class of employment the duties of which the employee proved that he or she performed principally and customarily as required by the board.

For the purpose of determining such monetary compensation, the arbitrator's decision must comply with the Classification Plan and the arbitrator must establish the similarity between the employee's characteristic functions and those provided for in the Classification Plan. This compensation shall be calculated according to the terms and conditions provided for in clause 6-2.13.

- 6-1.09 If the arbitrator cannot establish the similarity referred to in clause 6-1.08, the following provisions shall apply:
- a) within twenty (20) working days of the arbitrator's decision, the national negotiating parties shall meet in order to determine a monetary compensation within the salary scales provided for in the agreement and shall agree, if need be, on the class of employment to be used as a basis, in accordance with clauses 6-1.06 and 6-1.07, in order to determine the said compensation;
 - b) failing an agreement, the union concerned by the arbitral decision may request that the arbitrator determine the monetary compensation by finding in the agreement a salary which is the closest to a salary which corresponds to duties similar to those of the employee concerned within the public and parapublic sectors.

6-1.10 In the case of a grievance submitted under clause 6-1.06 and 6-1.07, if the board has not reestablished the employee's duties to those prior to the grievance within thirty (30) days following the arbitrator's decision by virtue of clause 6-1.08 or 6-1.09, the employee shall be reclassified automatically in his or her new class of employment.

6-1.11 When the board decides to maintain a position for which, under clause 6-1.09, the arbitrator was not able to establish similarity, it shall approach the national negotiating employer group in order to obtain the creation of a new class of employment which shall at least include the characteristic functions of this position. The procedures provided for in clauses 6-1.13 and 6-1.14 shall then apply.

6-1.12 For as long as this class has not been created and the salary has not been determined, the employee concerned shall continue to receive the monetary compensation provided for in clause 6-1.08 or 6-1.09 for as long as he or she occupies the said position.

Creation of New Classes of Employment or Changes in Duties or Qualifications

6-1.13 If, during the life of the agreement and after consulting the national negotiating union group, new classes of employment are created by the national negotiating employer group or if the duties or qualifications of a class of employment are changed, the salary rate of these classes of employment shall be determined by an agreement between the parties on the basis of the rates provided for comparable positions within the public and parapublic sectors.

6-1.14 If, during the forty (40) working days following the notice of the creation of the new class of employment or the notification of a change made by the national negotiating employer group, there is no agreement with the national negotiating union group on the salary rate proposed by the national negotiating employer group, the national negotiating union group may then, within the twenty (20) working days which follow, submit a grievance directly to arbitration, according to the procedure provided for in clause 6-1.15. The arbitrator must make a decision on the new rate by taking into account the rates in effect for similar positions in the public and parapublic sectors.

Arbitration

6-1.15 For the purpose of clauses 6-1.08, 6-1.09, 6-1.14 and 7-1.02, the grievances submitted to arbitration shall be decided upon, for the duration of the agreement, by one of the following arbitrators:

- DUFRESNE, Pierre N.
- MOALLI, Émile

or any person appointed by the national negotiating parties to act as arbitrator in accordance with this clause.

The chief arbitrator whose name appears in clause 9-2.02 shall see to the distribution of these grievances among the arbitrators appointed by virtue of this clause. The procedure provided for in article 9-2.00 shall apply by making the necessary changes.

6-1.16 The time limits mentioned in this article shall be compulsory unless there is a written agreement to the contrary. Failure to comply with the time limits shall render the grievance null and void.

6-2.00 **DETERMINATION OF STEP**

At the Time of Hiring

6-2.01 The salary step of each new employee shall be determined according to the class of employment that has been assigned to him or her, taking into account his or her schooling and experience, in accordance with this article.

6-2.02 The step shall usually correspond to one (1) complete year of recognized experience. It shall denote the salary rate within the scales provided for in Appendix I.

6-2.03 An employee who possesses only the minimum qualifications specified in the Classification Plan to enter a class of employment shall be entitled to the first step of the class.

6-2.04 An employee who possesses more years of experience than the minimum specified in the Classification Plan for his or her class of employment shall be granted one step per additional year of experience, provided that this experience be deemed valid and directly relevant to the duties outlined in his or her class of employment.

In order to be recognized for the purpose of determining the step in a class of employment, the experience must be relevant and must have been acquired with the board or with another employer, in a class of employment of an equivalent or higher level than this class of employment, taking into account the qualifications required by the class of employment.

The relevant experience acquired in a class of employment of a level lower than the employee's class of employment may be used solely to meet the qualifications required by the class of employment.

6-2.05 An employee who has successfully completed more years of schooling than the minimum required in the Classification Plan in an officially recognized institution shall be granted two (2) steps for each year of schooling in addition to the minimum required, provided that these studies are deemed directly relevant by the board and that they are greater than the qualifications required in terms of the schooling for the class of employment to which the employee belongs.

Advancement in Step

6-2.06 The first advancement in step shall be granted on January 1 or on July 1 which follows by at least nine (9) months the effective date of entry into service.

The subsequent advancement in step shall usually be granted on the anniversary date of the first advancement.

This clause shall apply subject to clause 6-2.08.

6-2.07 The employee who is temporarily laid off due to a periodic slowdown or seasonal shutdown of activities in his or her sector shall be considered as being in the service of the board during this period for the purpose of determining the date of his or her advancement in step as well as for the purpose of advancement in step.

6-2.08 The period of time spent in a step shall usually be one (1) year and each step shall correspond to one (1) year of experience. Notwithstanding any provision to the contrary, no advancement in step shall be granted for the period from January 1, 1983 to December 31, 1983 and the step thus lost may in no way be recuperated.

Moreover, the months between January 1, 1983 and December 31, 1983 may not be taken into account when determining any subsequent step or when applying clauses 6-2.06, 6-2.13, 6-2.14 and 6-2.15.

The preceding provisions shall not modify the date of advancement in step of an employee for any period subsequent to December 31, 1983.

6-2.09 The transition from one step to another shall be granted unless the employee's performance is unsatisfactory.

6-2.10 If the advancement in step is not granted, the board shall notify the employee and the union at least fifteen (15) days before the date foreseen for the said advancement. In the event of a grievance, the burden of proof shall rest with the board.

6-2.11 The advancement of two (2) additional steps shall be granted on the advancement date foreseen when the employee has successfully completed professional improvement studies equivalent to one (1) year of full-time studies, provided that these studies are deemed directly relevant by the board and that they are greater in terms of schooling than the qualifications specified in the Classification Plan for his or her class of employment.

6-2.12 A change in class of employment, a promotion, a transfer or a demotion shall not affect the date of the advancement in step.

Determination of the Step at the Time of a Promotion, Transfer or Demotion

At the Time of a Promotion

6-2.13 When an employee receives a promotion or a temporary assignment which constitutes a promotion, the step in the new class of employment shall be determined according to the most advantageous of the following formulas:

A) a) Technical Support and Administrative Support Personnel Categories

The employee shall be placed in the step in which the salary rate is immediately above that which he or she was receiving; the resulting increase must at least be equal to the difference between the first two (2) steps of the new class of employment; failing this, he or she shall be assigned the step immediately above. If this increase has the effect of giving the employee a rate higher than that of the last step in the scale, the difference between the rate of the last step and this higher rate shall be paid to him or her in a lump sum spread over each of his or her pays.

b) Labour Support Personnel Category

The transition of the employee's salary rate to the rate of the new class of employment must ensure a minimum increase of \$0.10/hour; failing this, the employee shall receive the rate of the new class of employment and a lump sum spread over each of his or her pays to make up the difference up to the minimum \$0.10/hour.

B) The employee shall be placed in the step in his or her new class of employment which corresponds to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this new class of employment.

C) In the case of an employee who is overscale and who remains overscale:

a) Technical Support and Administrative Support Personnel Categories

The employee shall receive an increase determined as follows:

- his or her overscale salary increased by one-third (1/3) of the difference between the maximum salary provided for in the scale of the class of employment that he or she is leaving and the maximum salary provided for in the scale of the class of employment to which he or she is promoted; this increase must ensure an increase at least equal to the difference between the first two (2) steps of the employee's new class of employment; the increase shall be paid as a lump sum spread over each of the employee's pays.

b) Labour Support Personnel Category

The employee shall receive an increase which is determined in the following manner:

- his or her overscale salary increased by one-third (1/3) of the difference between the rate provided for the class of employment that he or she is leaving and the rate provided for the class of employment to which he or she is promoted; the salary rate shall ensure an increase of at least \$0.10/hour; this increase shall be paid as a lump sum spread over each of the employee's pays.

At the Time of a Transfer

6-2.14 When an employee is transferred, he or she shall be placed in the step of the new class of employment which corresponds to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this class of employment or the employee shall retain his or her current salary rate if the latter is more advantageous.

6-2.15 At the Time of a Demotion

- a) An employee demoted voluntarily shall receive the salary which corresponds to the more advantageous of the following formulas:
- 1) he or she shall be placed in the step of the new class of employment, the salary rate of which is immediately below that which he or she receives;
 - 2) he or she shall be placed in the step of the new class of employment corresponding to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this class of employment.
- b) An employee demoted involuntarily shall obtain the salary which corresponds to the more advantageous of the formulas provided for in the preceding paragraph a), on the condition that the difference between the salary in his or her new class of employment and the salary he or she received before his or her demotion be made up by a lump sum which is spread over each of his or her pays and paid over a maximum period of two (2) years after the demotion.

However, the employee who, within a two (2)-year period following this demotion, obtains a position which would have constituted a transfer had he or she not been affected by a demotion shall then receive the same salary that he or she would have received if he or she had not been affected by a demotion.

6-2.16 An employee who receives a lump sum by virtue of the application of clauses 6-2.13 and 6-2.15 of the former collective agreement shall continue to do so in accordance with the clauses referred to and for the time specified therein.

This clause cannot result in modifying each party's rights and obligations as provided for in clauses 6-2.13 and 6-2.15 of the former collective agreement.

6-3.00 **SALARY**

6-3.01 **Salary Scales and Rates**

The employee shall be entitled to the salary rate applicable to him according to his class of employment as determined by article 6-1.00 and according to his step, if any, as determined according to article 6-2.00.

6-3.02 **Period from July 1, 1995 to December 31, 1996**

The hourly rates and salary scales applicable for the period from July 1, 1995 to December 31, 1996 are those found in Appendix I of the agreement.

6-3.03 **Period from January 1, 1997 to December 31, 1997**

Every hourly rate and salary scale in effect on December 31, 1996 shall be increased⁽¹⁾, effective on January 1, 1997, by a percentage equal to one percent (1%). These rates and salary scales are found in Appendix I of the agreement.

6-3.04 **Period commencing January 1, 1998**

Every hourly rate and salary scale in force on December 31, 1997 shall be increased⁽¹⁾, effective on January 1, 1998, by a percentage equal to one percent (1%). The rates and scales applicable are those found in Appendix I of the agreement.

Lump-sum payment on April 1, 1996

6-3.05 A lump-sum payment, rounded off to the nearer dollar figure, equal to 0.5% of the annual salary rate shall be paid, by June 30, 1996, to employees and shall be calculated in proportion to the regular hours remunerated during the period from April 1, 1995 to March 31, 1996.

6-3.06 The employee, whose employment ended between April 1, 1995 and March 31, 1996, must request payment of the amount due under the provisions of clause 6-3.05 within four (4) months of receiving the list provided for in clause 6-3.07. In the event of the employee's death, the request may be made by his beneficiaries.

6-3.07 No later than June 30, 1996, the board shall provide the union with a list of every employee covered by the provisions of clause 6-3.06 and who has left its employment between April 1, 1995 and March 31, 1996, including his last known address.

⁽¹⁾ Taking into account, where applicable, the harmonization of scales, the amalgamation of classes of employment, the changes in the structure of certain scales, the creation of new titles or classes of employment and changes in the Classification Plan.

Overrate or Overscale Employees

- 6-3.08 The employee whose salary rate, on the day preceding the date on which the salaries and salary scales are increased, is higher than the single rate or the maximum of the salary scale in effect for his class of employment shall benefit, on the date on which the salaries and salary scales are increased, from a minimum rate of increase which is equal to half of the percentage of increase applicable on January 1 of the period concerned in relation to December 31 of the preceding year, at a single salary rate or a step situated at the maximum of the scale on December 31 of the preceding year corresponding to his class of employment.
- 6-3.09 If the application of the minimum rate of increase determined in clause 6-3.08 has the effect of placing, on January 1, an employee who was overscale or overrate on December 31 of the preceding year at a salary which is lower than the maximum step of the scale or single salary rate corresponding to his class of employment, this minimum rate of increase is brought to the percentage necessary to permit the employee to reach this step or the single salary rate.
- 6-3.10 The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the class of employment of the employee and, on the other hand, the minimum rate of increase established in accordance with the provisions of clauses 6-3.08 and 6-3.09, is paid to him as a lump sum calculated on the basis of his salary rate on December 31.
- 6-3.11 The lump sum is spread and paid over each pay period in proportion to the regular hours remunerated for each pay period.

Responsibility Premiums, Premiums Relative to Regional Disparities and Other Premiums and Allowances

- 6-3.12 The premiums and allowances referred to in this clause are found in the agreement in the clauses mentioned hereinafter for the periods covered by clauses 6-3.13, 6-3.14 and 6-3.15, respectively:
- responsibility premiums are found in paragraphs A), B), C) and D) of clause 6-4.01;
 - premiums (evening and night) are found in paragraph E) of clause 6-4.01;
 - annual isolation and remoteness premiums are found in clause 6-8.02;
 - premiums (loan and rental of halls) are found in paragraphs a) and b) of clause 6-9.01.
- 6-3.13 **Period from July 1, 1995 to December 31, 1996**
- The premiums in effect for this period are those found in the agreement.
- 6-3.14 **Period from January 1, 1997 to December 31, 1997**
- The premiums in effect on December 31, 1996 shall be increased, effective on January 1, 1997, by one percent (1%).
- The premiums in effect are those found in the agreement.

Period Beginning on January 1, 1998

6-3.15 The premiums in effect on December 31, 1997 shall be increased, effective on January 1, 1998, by one percent (1%).

The premiums in effect are those found in the agreement.

6-4.00 **PREMIUMS**

6-4.01 **Responsibility Premiums**

A) **Lead Hand Premium**

The employee who, at the request of the board, acts as lead hand for a group of five (5) employees or more shall benefit from an hourly premium for each hour of work when he or she acts as such:

from July 1, 1995 to December 31, 1996:	\$0.70/hour;
from January 1, 1997 to December 31, 1997:	\$0.71/hour;
as of January 1, 1998:	\$0.72/hour.

This premium shall not apply to the employees whose class of employment involves the supervision of a group of employees.

B) **Premium for Additional Responsibility**

a) The employee who is a stationary engineer and who principally and customarily supervises the installation of a combination of boilers and refrigeration equipment located in the same area and who possesses the two (2) required certificates: the heating/steam engine certificate and the refrigeration equipment certificate, shall receive, in addition to the salary rate provided for in his or her class of employment, a salary supplement determined hereinafter:

from July 1, 1995 to December 31, 1996:	\$8.20/week;
from January 1, 1997 to December 31, 1997:	\$8.28/week;
as of January 1, 1998:	\$8.36/week.

b) The driver of heavy vehicles or of light vehicles transporting handicapped students exclusively, recognized as such by the board and where the driver assists them in their transportation, shall receive, in addition to the salary rate provided for in his or her class of employment, an hourly premium equal to:

from July 1, 1995 to December 31, 1996:	\$0.67/hour;
from January 1, 1997 to December 31, 1997:	\$0.68/hour;
as of January 1, 1998:	\$0.69/hour.

C) **Pipe Welder Premium**

The welder who possesses the "high pressure welder certificate" issued by the ministère du Travail or the Société québécoise de développement de la main-d'oeuvre shall receive, when he or she is required to work in this capacity, in addition to the salary rate provided for in his or her class of employment, and for each hour thus worked, an hourly premium equal to:

from July 1, 1995 to December 31, 1996:	\$1.17/hour;
from January 1, 1997 to December 31, 1997:	\$1.18/hour;
as of January 1, 1998:	\$1.19/hour.

D) Premium for a Caretaker Assigned to a School (Building) Equipped with a Steam Heating System

The caretaker assigned to a school (building) equipped with a steam heating system regulated by the Act respecting stationary engineers shall be entitled, in addition to the salary rate provided for in his or her class of employment, to a weekly premium, as long as the employee is in charge of operating and supervising the system and that he or she possesses the necessary certificate of competence. The premium shall be:

from July 1, 1995 to December 31, 1996:	\$8.31/week;
from January 1, 1997 to December 31, 1997:	\$8.39/week;
as of January 1, 1998:	\$8.47/week.

E) Other Premiums

Evening and Night Shift Premium

a) Evening Shift Premium

The employee, for whom half or more of the regular working hours are between 16:00 hours and 24:00 hours, shall benefit from an hourly premium for each hour of work in his or her regular day:

from July 1, 1995 to December 31, 1996:	\$0.53/hour;
from January 1, 1997 to December 31, 1997:	\$0.54/hour;
as of January 1, 1998:	\$0.55/hour.

b) Night Shift Premium

The employee, for whom half or more of the regular working hours are between 24:00 hours and 08:00 hours, shall benefit from an hourly premium for each hour of work in his or her regular day:

from July 1, 1995 to December 31, 1996:	\$0.79/hour;
from January 1, 1997 to December 31, 1997:	\$0.80/hour;
as of January 1, 1998:	\$0.81/hour.

6-5.00 **TRAVEL EXPENSES**

6-5.01 The employee who is required to travel within or outside the board's territory in order to perform his or her duties must be reimbursed for the expenses actually incurred for this purpose, upon presentation of supporting vouchers in accordance with the norms established by the board which are applicable to all of its administrative personnel.

6-5.02 In order to justify reimbursement, any travelling must be authorized by the competent authority.

6-5.03 The employee who uses his or her car shall be entitled to a reimbursement in accordance with the norms established by the board.

6-5.04 The other expenses (public transportation, taxis, parking, accommodations, meals) shall be reimbursed upon presentation of supporting vouchers in accordance with the norms established by the board.

6-5.05 Travelling time in the service of the board must be considered as work time if the employee travels, the same day, with the authorization of the board, from one workplace to another within the territory of the board.

6-5.06 The board shall not force an employee to transport heavy material or equipment which could damage or cause premature wear to his or her vehicle.

6-5.07 The possession of a vehicle may be a requirement for a position in which the employee is required to travel regularly in order to perform his or her duties.

However, if no such requirement existed at the time the employee was assigned to the position, the possession of a vehicle as a subsequent requirement for this position shall not result in the loss of the position or employment for the employee concerned.

6-5.08 Subject to article 8-4.00, a tenured employee whose driver's license has been lost, suspended or revoked, who notifies the board in writing of the circumstances and who cannot perform his or her duties in whole or in part shall obtain, upon written request to the board, a leave of absence without salary, in accordance with article 5-9.00, for a period not exceeding twelve (12) months, unless the board can temporarily reassign the employee upon agreement with the union. In this case, the employee shall receive the salary corresponding to this new assignment.

Insurance

6-5.09 The employee who uses his or her automobile must provide proof that his or her insurance policy category is "pleasure and occasional business" or "pleasure and business" and that the public liability coverage is at least one hundred thousand dollars (\$100,000) for damages to another's property.

6-6.00 **PAYMENT OF SALARY**

6-6.01 Employees shall be paid by cheque every second (2nd) Thursday in a confidential manner. If a Thursday falls on a legal holiday with pay, employees shall be paid on the preceding working day. Moreover, employees shall receive wages to cover the period ending June 30.

An employee must receive his or her first paycheque within a maximum period of four (4) weeks following his or her hiring.

However, rather than pay the salaries by cheque, the board and the union may agree to the implementation of a different method of payment, such as a bank deposit system.

6-6.02 The pay slip must contain, in particular, the following information:

- a) name of the board;
- b) employee's surname and given name;
- c) employee's class of employment;
- d) date of payment and period concerned;
- e) number of hours paid at the regular rate and the hourly rate;
- f) number of hours paid at the overtime rate and rate applicable;
- g) nature and amount of premiums, indemnities or allowances paid;
- h) union dues;
- i) income tax deductions;
- j) contributions to the local or provincial pension fund, where applicable;
- k) contributions to the Québec pension plan;
- l) unemployment insurance contributions;
- m) deductions for a credit union, where applicable;
- n) gross salary and net salary;
- o) accumulation of his or her earnings and of certain deductions and any other information as long as it was provided by the board on the date of the signing of the agreement;
- p) any other information already provided by the board on the date of the signing of the agreement.

- 6-6.03 Before claiming the amounts paid in excess to an employee, the board shall reach an agreement with the employee and the union regarding the method of reimbursement. Failing an agreement, the board shall determine the terms and conditions of reimbursement which may include a deduction from the employee's pay. Such terms and conditions must not cause an employee to reimburse more than ten percent (10%) of his or her gross salary per pay.
- 6-6.04 The board shall inform the union and the employee concerned simultaneously of any cuts in salary relating to the application of the agreement.
- 6-6.05 In the event where, on the part of the board, it omits to pay an employee on the date provided, or pays him or her amounts which are less than what are due, the board shall, following a request from the employee concerned, take the necessary interim steps, without delay, to pay the amounts due.
- 6-6.06 On the day of his or her departure, the board shall give an employee a signed statement of the amounts owing in salary and in fringe benefits.
- During the pay period following the employee's departure, the board shall give or forward to the employee his or her paycheque including fringe benefits.
- 6-6.07 The board shall inform the employee in writing of the amount collected in his or her name from the Commission de la santé et de la sécurité du travail (CSST).
- 6-6.08 The board shall indicate on the T-4 and Relevé 1 slips the amounts deducted as union dues.
- 6-7.00 **VERIFICATION OF FURNACES**
- 6-7.01 The board may require, subject to clause 8-3.04, that an employee proceed with the verification of furnaces on Saturdays, Sundays and paid legal holidays in accordance with the following provisions.
- 6-7.02 When the board decides to offer the verification of furnaces to employees, it shall obtain once a year a list of employees interested in carrying out these verifications by posting a notice of at least five (5) working days.
- 6-7.03 The board shall forward the list of interested employees to the union.
- 6-7.04 For the purpose of applying clause 6-7.02, the verification must be offered to employees who have entered their name on the list according to the following order:
- a) the caretaker or night caretaker assigned to the building, school or adult education centre concerned;
 - b) the class II maintenance workman working as an assistant caretaker who is assigned to the building, school or adult education centre concerned;
 - c) another employee of the labour support personnel category assigned to the building, school or adult education centre concerned;
 - d) another caretaker or night caretaker in the employ of the board;
 - e) another class II maintenance workman working as an assistant caretaker of the board;
 - f) another employee of the labour support personnel category of the board.
- Seniority shall prevail for each of the aforementioned steps.

- 6-7.05 The employee who is registered on the list shall agree to carry out the verifications required for the length of time mentioned in the notice. Should the employee be unable to carry out the verification for a short period of time for a valid reason, he or she must notify the board at least forty-eight (48) hours in advance.
- In cases due to circumstances beyond his or her control, the employee may waive the forty-eight (48)-hour notice.
- 6-7.06 The name of the employee who does not conform to clause 6-7.05 shall automatically be struck off the list.
- 6-7.07 Notwithstanding clause 6-7.05, the employee shall not be required to carry out the verification of furnaces if he or she is absent for a reason provided for in the agreement.
- 6-7.08 If the board is unable to have the required verifications carried out through the application of the preceding provisions, it may require any one of its employees to proceed with the verifications.
- 6-7.09 If the law or the regulations require that employees who do work related to the verification or supervision of furnaces possess special qualifications, the preceding provisions shall only apply to employees who possess these qualifications.
- 6-7.10 Notwithstanding the foregoing, if, on the date of the signing of the agreement, the verifications were carried out by employees other than those in the subcategory of maintenance and service, the board may continue to use those other employees.
- 6-7.11 The employee who is requested by the board to carry out these verifications shall receive sixteen dollars (\$16) for each visit during the period from July 1, 1995 to June 30, 1998, for each school or centre visited.
- When two (2) buildings of the same school or adult education centre are located more than one (1) kilometre from one another, they shall be considered, for the purpose of this article, as two (2) distinct buildings.
- 6-7.12 Notwithstanding clause 6-7.11, the indemnity shall not be paid in the following cases:
- a) if the employee is absent from work on the preceding working day; however, if the employee is on a leave of absence for a disability or is on a leave of absence with salary on the preceding working day, he or she may, subject to the other provisions of this article, carry out the verification if he or she notifies his or her immediate superior before noon on the preceding working day.
 - b) if the employee is at school for any activity involving a salary provided for in the agreement, namely, hall rentals or overtime; in this case, the remuneration cannot be less than that provided for in the first paragraph of clause 6-7.11.
- 6-7.13 The board and the union may agree on different terms and conditions regarding the verification of furnaces.

6-8.00 **REGIONAL DISPARITIES**

SECTION I: DEFINITIONS

6-8.01 For the purpose of this article, the following expressions mean:

A) Dependent:

The spouse and dependent child as defined in article 5-3.00 and any other dependent as defined in the Taxation Act provided that the latter reside with the employee. However, for the purpose of this article, the income earned from a job by the employee's spouse shall not nullify his or her status as dependent.

The fact that a child attends a secondary school declared to be in the public interest situated elsewhere than in the employee's place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the employee lives.

Point of Departure:

Domicile in the legal sense of the word upon engagement insofar as the domicile is situated in one of the localities of Québec. This point of departure may be modified by an agreement between the board and the employee subject to it being situated in one of the localities of Québec.

The fact that an employee already covered by this article changes board shall not modify his or her point of departure.

B) Sectors:

Sector I:

- The service area of the town of Matagami located within the jurisdiction of the Western Quebec School Board.
- The service area of the town of Chibougamau and Chapais located within the jurisdiction of the Eastern Quebec Regional School Board.

Sector II:

- The territory of Île d'Entrée and Grosse Île located within the jurisdiction of the Gaspesia-The Islands School Board.
- The service area of the town of Fermont located within the jurisdiction of the Eastern Quebec Regional School Board.

Sector III:

- The service area of Schefferville (including the village of Naskapi) located within the jurisdiction of the Eastern Quebec Regional School Board.

SECTION II: LEVEL OF PREMIUMS

6-8.02 The employee working in one of the sectors mentioned in paragraph B) of clause 6-8.01 shall receive an annual isolation and remoteness premium of:

		From July 1, 1995 to December 31, 1996	From January 1, 1997 to December 31, 1997	As of July 1, 1998
	Sectors	Per year	Per year	Per year
With dependent (s)	Sector III	\$9 526	\$9 621	\$9 717
	Sector II	\$7 570	\$7 646	\$7 722
	Sector I	\$6 122	\$6 183	\$6 245
No dependents	Sector III	\$5 955	\$6 015	\$6 075
	Sector II	\$5 046	\$5 096	\$5 147
	Sector I	\$4 281	\$4 324	\$4 367

The part-time employee working in one of the above mentioned sectors shall receive this premium in proportion to the hours worked in relation to the regular workweek provided for in clause 8-2.01.

6-8.03 The amount of the isolation and remoteness premium shall be adjusted in proportion to the time worked within the board's territory included in one of the sectors described in paragraph B) of clause 6-8.01.

The employee on maternity leave or the employee on a leave for adoption who remains in the territory during the leave shall continue to benefit from the provisions of this article.

Subject to the first paragraph of this clause, the board shall cease to pay the premium provided for in clause 6-8.02 if the employee and his or her dependents deliberately leave the territory during a leave or a paid leave of absence for more than thirty (30) days, except if it involves sickness, maternity leave, leave for adoption or leave due to a work accident.

6-8.04 If both members of a couple work for the same board or if both work for two (2) different employers in the public or parapublic sector, only one (1) of the two (2) may avail himself or herself of the premium applicable to the employee with dependent(s), if he or she has one or more dependents other than the spouse. If he or she has no dependent other than the spouse, each shall be entitled to the premium appearing in the "no dependents" scale, despite the definition of the term "dependent" found in paragraph A) of clause 6-8.01.

SECTION III: OTHER BENEFITS

6-8.05 The board shall assume the following expenses incurred by every employee recruited from more than fifty (50) kilometres from the locality where he or she is required to perform his or her duties, provided that it be situated in one of the sectors described in paragraph B) of clause 6-8.01:

- A) the transportation expenses of the transferred employee and his or her dependents;
- B) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - 228 kg for each adult or each child twelve (12) years of age and over;
 - 137 kg for each child under the age of twelve (12);
- C) the cost of transporting the employee's furniture (including household utensils), if need be, other than those provided by the board;
- D) the cost of transporting the employee's vehicle, if need be, on land, by boat or by train;
- E) the cost of storing the employee's furniture, if need be.

The weight of 228 kg provided for in paragraph B) of this clause shall be increased by 45 kg per year of active service during which the employee remained within the territory and in the employ of the board. This provision shall cover the employee only.

These expenses shall be borne by the board from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting vouchers.

If an employee is recruited from outside Québec, these expenses shall be assumed by the board without exceeding the equivalent costs between Montréal and the locality where the employee is called to perform his or her duties.

If both spouses, within the meaning of clause 5-3.02, work for the same board, only one (1) may avail himself or herself of the benefits granted under this section.

The employee shall not be entitled to be reimbursed for the expenses mentioned in this clause if he or she is in breach of contract to go work for another employer before the 61st calendar day of his or her stay in the territory unless the union and the board agree otherwise.

6-8.06 If the employee eligible for the provisions of paragraphs B), C) and D) of clause 6-8.05 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the said provisions during the year following the date on which the assignment began.

6-8.07

These expenses shall be payable provided that the employee is not reimbursed by another plan, such as the federal mobility assistance program plan to look for employment or his or her spouse has not received an equivalent benefit from his or her board or from another source and solely in the following cases:

- A) the employee's first assignment: from the point of departure to the place of assignment;
- B) a subsequent assignment or transfer at the request of the board or the employee: from one place of assignment to another;
- C) breach of contract, resignation or death of the employee: from the place of assignment to the point of departure; in the case of sectors I and II, reimbursement shall only be made proportionately to the time worked in relation to a period of reference established at one (1) year, except in the event of death;
- D) when an employee obtains a leave of absence for educational purposes: from the place of assignment to the point of departure; in this case, the expenses mentioned in clause 6-8.05 shall also be payable to the employee whose point of departure is situated at fifty (50) kilometres or less from the locality where he or she performs his or her duties.

These expenses shall be borne by the board from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting vouchers.

If an employee is recruited from outside Québec, these expenses shall be borne by the board without exceeding the equivalent costs between Montréal and the locality where the employee is called to perform his or her duties.

SECTION IV: OUTINGS

6-8.08

- a) The board shall pay directly or reimburse the employee recruited from more than fifty (50) kilometres from the locality where he or she performs his or her duties for the expenses inherent to the following outings for the employee and his or her dependents:
 - i) for the service area of the town of Fermont and the service area of the town of Schefferville (including the village of Naskapi): four (4) outings per year for the employee with no dependents and three (3) outings for employees with dependents;
 - ii) for the territory of Île d'Entrée and Grosse Île: one (1) outing per year.
- b) The initial place of recruitment shall not be modified due to the fact that the employee who is laid off within the framework of article 7-3.00, and who is subsequently recalled to work, has chosen to stay there during the period of unemployment.
- c) The fact that the employee's spouse works for the board or another employer in the public or parapublic sector must not grant the employee a number of outings paid by the board which is greater than that provided for in this article.

- d) These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the employee and his or her dependents up to, for each, the equivalent of the price of a return flight from the locality of assignment to the point of departure situated in Québec or as far as Montréal.

In the cases provided for in subparagraphs i) and ii) of paragraph a) of this clause, an outing may be used by the spouse or a nonresident member of the family to visit the employee who lives in one of the localities mentioned in subparagraphs i) and ii) of paragraph a) of this clause.

- 6-8.09 If an employee or one of his or her dependents must immediately leave his or her place of work situated in one of the localities provided for in paragraph B) of clause 6-8.01 because of an illness, accident or complication related to pregnancy, the board shall pay for the cost of the return flight. The employee must prove that it was necessary for him or her to leave immediately. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending nurse or physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person who had to leave his or her workplace immediately.

The board shall authorize an employee to take a leave of absence without salary if one of his or her dependents must leave the locality immediately within the framework of the preceding paragraph to allow him or her to accompany his or her dependent, subject to the acquired rights in the special leaves.

The employee who originates from a locality situated more than fifty (50) kilometres from his or her place of assignment, who was recruited there and who gained the right to outings because he or she cohabited with an employee working in the public or parapublic sector shall continue to benefit from this right to outings provided for in clause 6-8.08 even if he or she loses the status of spouse within the meaning of the provisions of article 5-3.00.

SECTION V: REIMBURSEMENT OF TRANSIT EXPENSES

- 6-8.10 The board shall reimburse the employee, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if need be) for himself or herself and for his or her dependents when he or she is hired and on any authorized trip provided for in clause 6-8.08, provided that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts provided for in the policy established by the board applicable to all its employees.

SECTION VI: DEATH OF THE EMPLOYEE

- 6-8.11 In the event of the death of the employee or of one of his or her dependents, the board shall pay for the repatriation of the mortal remains. Moreover, in the event of the employee's death, the board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

SECTION VII: LODGING

6-8.12 The obligations and practices of the board to provide lodging for the employee at the time of hiring shall be maintained only for the locations where they already existed.

The rent charged to the employees who benefit from lodging in the service areas of the town Fermont and the town of Schefferville (including the village of Naskapi) shall be maintained at its June 30, 1995 level.

At the union's request, the board shall explain its lodging policy. Moreover, at the union's request, it shall provide information on its existing maintenance practices.

SECTION VIII: PROVISIONS OF FORMER COLLECTIVE AGREEMENTS

6-8.13 In the event of benefits greater than the current plan for regional disparities resulting from the application of the former collective agreement or of recognized administrative practices, they shall be renewed unless they refer to one of the following elements of the agreement:

- the retention premium;
- the definition of "point of departure" provided for in paragraph A) of clause 6-8.01;
- the level of premiums and the calculation of the premium for the employee working in a part-time position provided for in section II;
- the reimbursement of expenses related to moving and outings of the employee recruited from outside Québec provided for in sections III and IV;
- the number of outings when the employee's spouse works for the board or an employer in the public or parapublic sector provided for in section IV.

6-8.14 The retention premium equivalent to eight percent (8%) of the annual salary shall be maintained for employees hired before June 30, 1998 and working in the school municipalities of Sept-Îles (including Clarke City) and Port-Cartier.

The maintenance of the retention premium plan for employees hired after June 30, 1998 should be the subject of a special agreement to this effect during discussions provided for in Appendix XV or, failing which, between the national negotiating parties during a next round of negotiations.

6-9.00 LOAN AND RENTAL OF HALLS

6-9.01 When board decides to assign work to its employees within the framework of this article, the employee to whom the board assigns the task outside of his or her regular working hours shall be paid according to the following provisions:

- a) for the opening of the school, centre and of the rooms used, supervision during the activity and the closing of the school, centre and of the rooms used:
- | | |
|--|-------------------------------|
| from July 1, 1995 to December 31, 1996: | \$12.81/hour ⁽¹⁾ ; |
| from January 1, 1997 to December 31, 1997: | \$12.94/hour ⁽¹⁾ ; |
| as of January 1, 1998: | \$13.07/hour ⁽¹⁾ ; |

⁽¹⁾ The rates provided for the opening of a school or a centre correspond to the hourly rates which apply to a guard and are adjusted, it need be, at the same level as they are for the corresponding periods.

- b) for the preparation of the rooms, the equipment and the furniture required as well as for cleaning:

from July 1, 1995 to December 31, 1996:	\$15.04/hour ⁽¹⁾ ;
from January 1, 1997 to December 31, 1997:	\$15.19/hour ⁽¹⁾ ;
as of January 1, 1998:	\$15.34/hour ⁽¹⁾ ;

- c) when the regular rate of the employee concerned is higher, this regular rate shall apply;
- d) these salary rates calculated according to the preceding paragraphs a) and b) shall be increased by eleven percent (11%) to take into account such fringe benefits as: paid legal holidays, the salary insurance plan and sick-leave days. As regards vacation, the employee shall benefit from the applicable laws. If the employee is already entitled to the provisions of article 5-6.00 of the agreement, the rate of eleven percent (11%) shall be increased to fifteen percent (15%).

6-9.02 For the purpose of applying clause 6-9.01, if the board decides to assign work related to the loan and rental of halls to an employee, it shall do so in the following order:

- a) the caretaker or night caretaker assigned to the building, school or adult education centre concerned;
- b) the class II maintenance workman assigned as an assistant caretaker to the building, school or adult education centre concerned;
- c) another employee in the category of labour support positions assigned to the building, school or adult education centre concerned;
- d) another caretaker or night caretaker in the employ of the board;
- e) another class II maintenance workman in the employ of the board who works as an assistant caretaker;
- f) another employee in the category of labour support in the employ of the board;
- g) another employee of the board.

Seniority shall prevail in each of the steps mentioned above.

6-9.03 An employee's minimum remuneration, by virtue of this article, for the day, shall be equal to, for each period covered by the agreement, the sum of the amounts provided for in paragraphs a) and b) of clause 6-9.01 for one (1) hour of work.

6-9.04 The claim duly signed by the employee and approved by the board shall be paid within a maximum period of one (1) month.

6-9.05 However, the board and the union may agree to different terms and conditions related to the loan and rental of halls.

⁽¹⁾ The rates provided for the preparation of rooms correspond to the average hourly rate which applies to the caretaker (9 275 m² or more) and to the caretaker (less than 9 275 m²) and are adjusted, if need be, at the level as they are for the corresponding period.

CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT

7-1.00 MOVEMENT OF PERSONNEL

7-1.01 When a position becomes permanently vacant, the board shall have a thirty (30)-day period to decide whether to fill, abolish or modify the position. Once the board has made its decision, it shall inform the union of its decision within fifteen (15) days.

7-1.02 When the board assigns the functions and duties of an abolished position to other employees, such an assignment shall not entail an excessive workload nor endanger the health and safety of the employees.

When such abolishment has the result of causing an employee to principally and customarily perform duties which correspond to a class of employment different from his or her own, this must be the subject of a written agreement between the board and the union and, in this case, clauses 6-1.03, 6-1.04 and 6-1.05 shall apply.

Failing an agreement, the employee shall be entitled to file a grievance according to the procedure provided for in clause 6-1.07. However, in the event of arbitration, clause 6-1.15 shall apply and the arbitrator shall carry out the mandate granted by clauses 6-1.03, 6-1.08 and 6-1.09.

7-1.03 Subject to article 7-3.00, when the board decides to fill a position which is permanently vacant or newly created, other than a position of a temporary nature, it shall proceed in the following order:

- a) it shall fill the position by choosing, in the same class of employment, from among the employees in surplus and the persons in surplus from the support staff in its employ, from among the tenured employees who have a right to return by virtue of article 7-3.00 or clause 7-4.20 and from among the employees benefiting from the right to return to their municipal territory following an amalgamation, annexation or restructuring of their board;
- b) it shall fill the position by choosing, regardless of the class of employment, from among the employees in surplus and the persons in surplus from the support staff in its employ;
- c) it shall address all its employees, by posting a notice, in accordance with clause 7-1.10;
- d) it shall fill the position by choosing from among the regular employees who have been laid off for less than two (2) years, who held a part-time position immediately prior to their layoff and who have completed two (2) years of active service with the board;
- e) it shall contact the Provincial Relocation Bureau which may refer a person in surplus from the support staff of another school board;
- f) it shall fill the position by choosing, from among the persons in the management staff in its employ, who are in surplus by virtue of and within the meaning of the document governing their working conditions;
- g) it shall fill the position by choosing, from among the regular employees who have been laid off for less than two (2) years, other than those referred to in the preceding paragraph d);
- h) it shall fill the position by choosing, from among the employees referred to in articles 10-2.00 and 10-3.00 of the agreement, who have completed the probation period provided for in clause 10-2.05 or 10-3.08, as the case may be; moreover, the employee shall benefit from this paragraph for a period of eighteen (18) months following his or her layoff;

- i) a) it shall fill the position by choosing, from among the employees referred to in article 10-1.00 of the agreement, who have completed the probation period provided for in clause 10-1.10, provided that they have indicated their desire to the board to obtain a vacant or newly created position and to thus become probationary employees; moreover, the employee referred to in article 10-1.00 shall benefit from this paragraph for a period of eighteen (18) months following his or her layoff;
- b) it shall fill the position by choosing, from among the temporary employees who have completed six (6) months of service with the board within a period of twelve (12) consecutive months, provided that they have indicated their desire to the board to obtain a vacant or newly created position and to thus become probationary employees; the board shall choose the employee according to the duration of employment as determined on the priority of employment lists provided for in clauses 7-1.22 to 7-1.28. Moreover, the temporary employee shall benefit from this paragraph for a period of twelve (12) months following the end of his or her employment;
- j) it shall address the Provincial Relocation Bureau which may refer a regular employee from another school board who has been laid off for less than two (2) years;
- k) it may offer the position to any other candidate from outside whose qualifications are superior to those of the candidate who has been refused in one of the steps provided for in this clause.

7-1.04 When an employee who benefits from the right to return to his or her municipal territory within the framework of paragraph a) of clause 7-1.03 refuses a position which is offered to him or her in this respect, this employee shall then lose all the benefits inherent to his or her right of return.

7-1.05 By way of specific exception, when, within the framework of paragraph c) of clause 7-1.03, an employee who holds a part-time position obtains a full-time position, the period of time constituting active service during which the employee occupied a part-time position with the board shall then be recognized for the purpose of acquiring tenure.

The same shall apply for the purpose of applying paragraphs d) and g) of clause 7-1.03 to a regular employee who is laid off and who had a part-time position prior to his or her layoff and who obtains a full-time position.

Within the framework of paragraph c) of clause 7-1.03, this clause can apply only after the three (3)-month adaptation period provided for in clause 7-1.15.

7-1.06 In order to benefit from paragraph h) of clause 7-1.03, the employees concerned must indicate their desire to the board to obtain a vacant or newly created position and to thus become probationary employees; this notice must be forwarded at the time the board proceeds with the posting in accordance with paragraph c) of clause 7-1.03.

With the exception of the temporary employee, the employees referred to in paragraphs h) and i) of clause 7-1.03 who cannot retain their position during the probationary period shall remain employees covered by article 10-1.00, 10-2.00 or 10-3.00, as the case may be, without loss of rights; in this respect, such an employee shall return to his or her former position, or shall resume his or her layoff period, as the case may be, thus entailing the cancellation of every movement of personnel resulting from the obtention of a position under clause 7-1.03, the foregoing subject to the provisions contained in article 10-1.00, 10-2.00 or 10-3.00.

7-1.07 The employee or person demoted as a result of the application of paragraph b) of clause 7-1.03 shall benefit from the provisions of clauses 7-3.08 and 7-3.09.

7-1.08 In the cases provided for in clause 7-1.03, the employee or person concerned must have the required qualifications and meet the other requirements determined by the board.

If more than one candidate has the required qualifications and meets the other requirements determined by the board, the latter shall proceed according to seniority in the case of employees referred to in paragraphs a), b), c), d), e) and g) of clause 7-1.03 or according to the length of employment in the case of employees referred to in paragraph h) of that clause.

In the case of employees or persons referred to in paragraph a) of clause 7-1.03, the position shall be offered according to seniority and the employee or person who has the least seniority shall be required to accept it.

In all cases where the board establishes requirements other than those provided for in the Classification Plan, those requirements must be related to the position to be filled.

7-1.09 Every movement resulting from the application of paragraphs b), d), e), f), g) and i) of clause 7-1.03 cannot constitute a promotion or have the effect of assigning to the person selected a salary scale the maximum of which is higher than that of his or her salary scale before being placed in surplus, or before benefiting from a status equivalent to that of an employee in surplus.

7-1.10 The notice by posting shall include, among others, a summary description of the position, a résumé of the work schedule, the title of the class of employment, the immediate superior's title, the salary scale or rate, the required qualifications and other requirements determined by the board, the duration of the regular workweek, the name of the department, school or adult education centre; the notice shall also include the deadline for submitting an application as well as the name of the person to whom it must be forwarded.

This notice shall be posted for at least ten (10) working days and shall be forwarded to the union.

The employee who is interested in the posting, whether it involves a promotion, transfer or demotion, shall submit an application according to the method prescribed by the board; for information purposes, he or she may also obtain any other additional information concerning the description of duties to be carried out.

7-1.11 Within twenty (20) working days following the end of the posting, the board shall forward to the union the name of the candidates and their seniority as well as the name of the candidate selected.

7-1.12 The board may continue to draw up eligibility lists for promotion to certain classes of employment according to the terms and conditions provided for in former agreements.

7-1.13 As an exception to the provisions of clause 7-1.08, failing sufficient schooling, relevant experience shall compensate at a ratio of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the relevant years of experience to a candidate's credit must remain sufficient in order to meet the qualifications required for the class of employment with regard to experience. This rule of exception shall apply for the positions in the category of administrative support personnel, in the subcategory of paratechnical support positions and in the category of labour support. However, the employees who already belong to the category of technical support positions shall be considered as possessing the required qualifications with regard to the class of employment which they hold.

7-1.14 The employee who is assigned on a regular basis to a position shall receive the title of the class of employment and the salary attached thereto as of his or her assignment.

7-1.15 At any time during the three (3)-month adaptation period following a promotion, if the board determines that the employee does not carry out his or her duties adequately, it shall notify the union and return the employee to his or her former position. In the event of arbitration, the burden of proof shall lie with the board.

The employee who is promoted may decide to return to his or her former position within thirty (30) days of the promotion.

The application of the preceding paragraphs shall entail the cancellation of every movement of personnel resulting from the promotion and the employee concerned shall not be entitled to the income protection granted in the case of a demotion. An employee may, in this respect, again be placed in surplus and may be sent back to his or her original board, if necessary.

7-1.16 When the board decides to fill a temporarily vacant position, it shall proceed in the following manner:

- A) If the duration foreseen for the temporary vacancy is at least ten (10) working days:
- a) it shall assign to this position an employee in surplus or a person in surplus from the support staff in its employ;
 - b) failing this, it shall offer the position to the employee from the same office, department, school or adult education centre, as the case may be, for whom this assignment would constitute a promotion;
 - c) failing this, the board shall offer the position to the other employees in the same office, department, school or adult education centre, as the case may be, for whom this assignment would constitute a transfer or a demotion;
 - d) failing this, the board shall offer the position to the regular employee who has been laid off for less than two (2) years;
 - e) failing this, the board may designate an employee of its choice who accepts to fill the position temporarily; if no employee accepts, the board may designate the employee who is capable of filling the position and who has the least seniority, with the exception of an employee mentioned in the preceding subparagraph d); this assignment must not have the effect of having the employee simultaneously filling two (2) positions;
 - f) failing this, the board may hire a temporary employee:
 - i) the board shall proceed according to the priority of employment provided for in clauses 7-1.22 to 7-1.28;
 - ii) in other cases, it may, at its choosing, hire a temporary employee.

In all cases, the employee concerned may only obtain the position if he or she has the required qualifications and meets the other requirements determined by the board.

Within the framework of the preceding subparagraphs b), c) and d), the board must take seniority into account.

Within the framework of the preceding subparagraph d), the regular employee who is laid off and who holds a temporarily vacant position shall not accumulate active service for the purpose of acquiring tenure.

- B) If the duration foreseen for the temporary vacancy is less than ten (10) working days:
- a) the board shall proceed according to subparagraph a) of the preceding paragraph A);
 - b) failing this, the board shall proceed according to subparagraph e) of the preceding paragraph A) or, at its choosing, it may hire a temporary employee.

The employee concerned may obtain the position only if he or she has the required qualifications and meets the other requirements determined by the board.

7-1.17 When the board has extra work of a particular nature to be carried out, it shall proceed in the follow manner:

- a) it shall offer the position to an employee in surplus or to a person in surplus from the support staff in its employ;
- b) failing this, it shall offer the position to an employee who has been laid off for less than two (2) years; in this case, the employee shall not accumulate active service for the purpose of acquiring tenure;
- c) failing this, the board may call upon a temporary employee:
 - i) the board shall proceed according to the priority of employment provided for in clauses 7-1.22 to 7-1.28;
 - ii) in other cases, it may, at its choosing, hire a temporary employee.

Within the framework of this clause, the employee or the person concerned may only obtain the position if he or she has the required qualifications and meets the other requirements determined by the board.

7-1.18 The regular employee assigned temporarily to a position which constitutes a promotion for him or her shall be remunerated, as of the first day of the assignment, in the same manner as he or she would be if he or she were promoted to the position.

At the end of the assignment, the employee shall return to his or her position under the conditions and with the rights he or she had prior to the assignment.

7-1.19 The employee's salary shall not be reduced as a result of a temporary assignment requested by the board.

7-1.20 In the case of an administrative reorganization, the board and the union may agree on special rules pertaining to the movement of personnel.

7-1.21 Notwithstanding the provisions of this chapter, the board may at any time, with the consent of the union, reassign an employee for administrative reasons, subject to clause 7-3.15. This reassignment shall take place within the same class of employment.

Priority of Employment Lists

7-1.22 When the board decides to fill a temporarily vacant position within the meaning of clauses 7-1.16 A) f) and 7-1.17 c) or as per the posting procedure within the meaning of clause 7-1.03 i), it shall offer the position to an employee, according to the duration of employment, from among those who are entered on the priority of employment list and who have the required qualifications of the position as determined in the Classification Plan and who meet the other requirements determined by the board.

- 7-1.23 The duration of employment shall be calculated in years, months, days and, where applicable, hours.
- 7-1.24 A priority of employment list shall be drawn up for each category of employment: technical support, administrative support and labour support. The name of an employee may not be entered on more than one (1) list.
- 7-1.25 To be eligible for a priority of employment list, the employee must meet the following criteria: must have worked within the framework of a replacement or a temporary increase in work for at least four (4) months during the preceding twelve (12) months, must have received a satisfactory evaluation and whom the board decided to include on the list.
- 7-1.26 The name of an employee may be struck from the priority of employment list for one of the following reasons:
- a) the refusal of an offer of employment except for the following reasons:
 - 1) a maternity leave, a leave for adoption or a paternity leave covered by the Act respecting labour standards;
 - 2) a disability or work accident within the meaning of the agreement;
 - 3) a position within the Centrale de l'enseignement du Québec, the Fédération du personnel de soutien or the union;
 - 4) a reason agreed to by the board and the union.
 - b) the failure to be present at work on the date agreed to by the employee and the employer without a reason deemed valid by the board;
 - c) the acquisition of a full-time position;
 - d) not having worked for eighteen (18) months.
- 7-1.27 The lists shall be updated on July 1 of each year according to the duration of employment accumulated on June 30 of each year. A copy shall be sent to the union before July 31.
- 7-1.28 A local arrangement, within the meaning of article 11-2.00 of the agreement, may replace or modify the provisions dealing with priority of employment lists.
- 7-2.00 **TEMPORARY LAYOFF**
- 7-2.01 The employee for whom the nature of his or her work is such that he or she must be temporarily laid off because of a periodic slowdown or seasonal shutdown of activities in his or her sector, shall not benefit from the provisions of article 7-3.00.
- However, the provisions of article 7-3.00 shall apply to the employee if his or her position is abolished in accordance with the provisions of the said article.
- Moreover, when a position which is not of a periodic or seasonal nature becomes so, the employee concerned shall benefit from the provisions of article 7-3.00.
- 7-2.02 After consulting the union, before May 1 of each year, the board shall establish the approximate duration of every temporary layoff and the order in which each one shall be carried out.
- The duration of a temporary layoff must not exceed the period between June 23 and the day after Labour Day of the same year.

7-2.03 The board shall notify the employee of the date and the approximate duration of the temporary layoff at least one (1) month before the effective date of such layoff and shall notify him or her of the provisions provided for in clause 7-2.04. A copy of the notice shall be sent to the union at the same time.

7-2.04 The employee who is laid off temporarily shall be given priority to fill a position of a temporary nature during this period, unless the board can use a person in surplus from the support staff in its employ, covered or not by the agreement. In order to benefit from such a priority, the employee must inform the board in writing of his or her intention to accept the position, which could be offered to him or her within the five (5) working days following the receipt of the notice provided for in clause 7-2.03. Moreover, he or she must have the qualifications required and meet the other requirements determined by the board. The employee shall receive the salary rate of the position he or she holds temporarily.

The priority mentioned in this clause shall be exercised according to the seniority of the employees who so benefit.

7-2.05 Subject to the permanent abolishment of his or her position, the employee shall return to his or her position at the end of the temporary layoff period.

7-2.06 Moreover, the employee who is laid off temporarily, in accordance with this article, shall be covered by the following provisions:

- a) during this temporary layoff period, this employee shall benefit from the life insurance and health insurance plans provided that he or she pay, during this period of active service, his or her share of the annual premium plus tax, where applicable;
- b) for the purpose of determining vacation as provided for in clauses 5-6.08 and 5-6.09, this employee shall be considered in the service of the board during this period of temporary-layoff.

7-3.00 **SECURITY OF EMPLOYMENT**

7-3.01 Subject to article 7-1.00, the board may only abolish positions on July 1 of each fiscal year.

However, the board may exceptionally abolish positions on other dates during the fiscal year to meet administrative or pedagogical needs of an urgent nature.

7-3.02 The board may assign to other employees the duties and functions of a position which it has abolished. This assignment may not cause employees to have an excessive workload nor endanger their health or safety.

7-3.03 When, within the framework of clause 7-3.01, the board intends to abolish a position, it shall inform the union of:

- a) the identification of the position deemed in surplus;
- b) the name and status of the incumbent of the position deemed in surplus;
- c) the date foreseen for the abolishment of this position.

Depending on his or her status, the employee whose position is abolished shall be reassigned to another position, laid off, placed in surplus or have his or her employment terminated according to the provisions which follow.

7-3.04

The board shall consult the union on the validity of the abolishment at least sixty (60) days before the date specified in clause 7-3.01, in the case of the first paragraph of this clause and, at least thirty-five (35) days before this date, in the case of the second paragraph.

Following this consultation:

- a) the board shall identify the positions it is abolishing;
- b) it shall inform in writing the employee whose position is abolished at least forty-five (45) days before the date specified in paragraph c) of clause 7-3.03 and shall indicate the choices that are offered to him or her in accordance with clauses 7-3.05 and 7-3.06; the employee must communicate his or her decision in writing within three (3) days following the receipt of this notice. The board and the union may agree that the choices of employees be communicated to the board during a meeting of the employees concerned.

For every other employee who has a choice to be exercised in accordance with clauses 7-3.05 and 7-3.06, the board shall indicate the choices which are offered to him or her in accordance with clauses 7-3.05 and 7-3.06 and the employee shall communicate his or her decision within the time limit provided for in the preceding paragraph;

- c) the regular employee who must be laid off or placed in surplus shall receive at least a thirty (30)-day notice prior to the date foreseen in paragraph c) of clause 7-3.03;
- d) notwithstanding the preceding, in the case of the abolishment referred to in the second paragraph of clause 7-3.01, the forty-five (45)-day notice mentioned in the preceding paragraph b) shall be replaced by a thirty (30)-day notice and the notice mentioned in the preceding paragraph c) shall be replaced by a fifteen (15)-day notice;
- e) the employee on probation whose employment terminates shall receive a notice equal to at least one (1) pay period;
- f) all movements of personnel resulting from the application of clauses 7-3.05 and 7-3.06 shall take effect on the date specified in paragraph c) of clause 7-3.03.

7-3.05

SUBJECT TO PARAGRAPH B) OF CLAUSE 7-3.06, THE FOLLOWING PROVISIONS SHALL APPLY TO THE EMPLOYEE WHOSE POSITION IS ABOLISHED AS WELL AS TO THE EMPLOYEE WHO HAS BEEN DISPLACED

- a) If he or she is an employee on probation, his or her employment shall be terminated.
- b) If he or she is a non-tenured regular employee, he or she must choose either:
 - 1) to be reassigned to a vacant position in his or her class of employment, subject to the application of paragraphs a) and b) of clause 7-1.03 and notwithstanding the other paragraphs of this clause;
 - or
 - 2) to displace the employee who has the least seniority in his or her class of employment.

If he or she fails to exercise one of these choices, he or she must choose either:

- 3) to be reassigned to a vacant position in another class of employment, subject to the application of paragraphs a) and b) of clause 7-1.03 and notwithstanding the other paragraphs of this clause;

or

- 4) to displace the employee who has the least seniority in another class of employment.

Failing this, he or she shall be laid off.

- c) If he or she is a tenured employee, he or she must choose in his or her class of employment either:

- 1) to be reassigned to a vacant position, notwithstanding clause 7-1.03; or
- 2) to displace the employee who has the least seniority.

If he or she fails to exercise one of these choices, he or she must choose in another class of employment either:

- 3) to be reassigned to a vacant position, notwithstanding clause 7-1.03; or
- 4) to displace the employee who has the least seniority.

If he or she fails to exercise one of these choices, he or she shall be placed in surplus.

7-3.06

In the cases provided for in clause 7-3.05:

- a) the vacant position shall be that which the board intends to fill;
- b) the employee displaced as a result of the application of clause 7-3.05 shall benefit from the provisions contained in such clause except that he or she can only displace, where applicable, the employee who has the least seniority in his or her class of employment or, failing this, in another class of employment, as the case may be;

notwithstanding the preceding subparagraph, when, as a result of the application of clause 7-3.05, an employee who holds a full-time position displaces an employee who holds a part-time position, the employee who holds a full-time position may displace the employee with the least seniority in his or her class of employment who holds a full-time position;

- c) the employee who chooses to displace another employee may do so in his or her locality or, at his or her choosing, in another locality within the territory of the board;

the union shall choose, for the duration of the agreement, whether locality refers to the municipal territory or the board's territory.

The union must inform the board in writing of its choice within sixty (60) days of the date of the signing of the agreement. Failing such a notice, the locality shall designate the territory of the board;

- d) the employee referred to must have the required qualifications and meet the other requirements determined by the board;

- e) in addition to the requirements or qualifications required by the Classification Plan, if a position includes other requirements determined by the board, these requirements shall first be taken into account, followed by seniority;
- f) an employee can only displace another employee if he or she has more seniority than the latter;
- g) only the employee who holds a position within the meaning of clause 1-2.18 may be displaced;
- h) a movement of personnel within the framework of clause 7-3.05 or of this clause cannot entail a promotion;
- i) when a non-tenured regular employee is demoted, his or her salary shall be established in accordance with paragraph b) of clause 6-2.15;
- j) when a tenured employee is demoted, his or her salary shall be established in accordance with clause 7-3.08, subject to clause 7-3.14;
- k) in the case where an employee is required, by virtue of clause 7-3.05, to displace an employee in his or her class of employment whose position has been affected by a technological change or the introduction of new software during the two (2) years preceding the date on which the displacement takes place, the following terms and conditions shall apply:
 - if the specific requirements for filling the position are related exclusively to technological changes or the introduction of new software, the employee may not be refused the position for the sole reason that he or she does not meet the specific requirements;
 - the employee agrees to participate in activities allowing him or her to meet these requirements.

7-3.07 When, as a result of the application of clauses 7-3.05 and 7-3.06, an employee who holds a part-time position is reassigned to a full-time position or displaces an employee who holds a full-time position, by way of specific exception, the period of time constituting active service during which this employee held a part-time position with the board shall be recognized for him or her for the purpose of acquiring tenure.

7-3.08 The tenured employee who has no other choice but to be assigned to a position which constitutes a demotion for him or her, either by the application of paragraph b) of clause 7-1.03, of clauses 7-3.05 and 7-3.06 or of subparagraph a) of paragraph B) of clause 7-3.17 of the agreement and the same clauses of the 1986-1988 and 1989-1991 collective agreements shall maintain his or her class of employment and the salary related thereto.

The same shall apply to the tenured employee who has been demoted as a result of the application of clause 7-3.05 or of paragraph a) of clause 7-3.13 of the provisions constituting the 1983-1985 collective agreements.

7-3.09 The employee mentioned in the preceding clause shall benefit from a right to return to a vacant position or a newly created position in his or her class of employment that the board decides to fill, in accordance with paragraph a) of clause 7-1.03.

7-3.10 When, as a result of the application of clauses 7-3.05 and 7-3.06 of the agreement, a tenured employee has no other choice but to be reassigned to a position with fewer working hours than his or her regular workweek, he or she shall be considered as reassigned on a temporary basis and the reassignment shall last until the board assigns him or her, notwithstanding clause 7-1.03 and article 7-3.00, to a vacant position or a newly created position in his or her class of employment or in the class of employment he or she occupies, if he or she has been demoted, with working hours which are at least equal to his or her regular workweek. At the time of this reassignment on a temporary basis, it shall be up to the board to complete the work schedule of the employee with support staff duties in accordance with his or her qualifications.

This clause shall also apply to the employee who, as a result of the application of clause 7-3.09, obtains a position with fewer working hours than his or her regular workweek.

7-3.11 As long as he or she is still considered reassigned on a temporary basis, the employee referred to in the preceding clause shall also benefit from the right to return mentioned in clause 7-3.09 to a position with working hours which are at least equal to his or her regular workweek prior to his or her reassignment.

7-3.12 In the case where, within the framework of clauses 7-3.05 and 7-3.06 of the agreement, a tenured employee has no other choice than to be reassigned to a full-time position of a periodic or seasonal nature, he or she shall benefit from the following income protection:

this employee shall retain the salary established on the basis of his or her salary rate and his or her number of regular working hours applicable immediately prior to his or her assignment for as long as the remuneration resulting from the new position is lower;

however, the difference between the remuneration resulting from the new position and that established immediately prior to the employee's assignment shall be paid in a lump sum spread over each of his or her pays; this amount shall be reduced as the employee's salary progresses.

7-3.13 The employee referred to in the preceding clause shall also benefit from the right to return, mentioned in clause 7-3.09, to a full-time position which is not of a periodic or seasonal nature.

7-3.14 If an employee refuses to accept a position which is offered to him or her within the framework of the right to return of which he or she benefits by virtue of clause 7-3.09, 7-3.11 or 7-3.13, as the case may be, he or she shall then lose all the benefits inherent to such right; the provisions concerning the voluntary demotion provided for in clause 6-2.15 shall apply to the employee for whom the reassignment which gave him or her a right to return to a position constituted a demotion. Moreover:

- a) if he or she is an employee referred to in clause 7-3.10, he or she shall no longer be reassigned on a temporary basis, it shall not be up to the board to complete his or her work schedule and he or she shall then be remunerated according to the hours actually worked;
- b) if he or she is an employee referred to in clause 7-3.12, he or she shall no longer benefit from the second and third paragraphs of clause 7-3.12 and shall be remunerated according to the hours actually worked.

7-3.15 A tenured employee cannot refuse a position which is situated under a fifty (50)-kilometre radius by road from his or her domicile or place of work at the time of the abolishment of his or her position or displacement.

7-3.16

Measures to Reduce the Number of Employees in Surplus

A) Preretirement

For the purpose of reducing the number of employees in surplus, the board shall grant a preretirement leave under the following terms and conditions:

- a) the preretirement leave is a leave of absence with salary for a maximum period of one (1) year; during the leave, the employee shall not be entitled to any of the benefits of the agreement except as regards the health and life insurance plans, provided that he or she pay at the beginning of such a leave the entire amount of the premiums required plus tax, where applicable;
- b) the preretirement leave shall count as a period of service for purposes of the pension plan covering the employee concerned;
- c) the only employee eligible is the employee who would be entitled to retire at the end of the leave of absence but who would not have reached the normal retirement age of sixty-five (65) years during the leave or who would not be entitled to a full pension during the leave;
- d) at the end of the leave with salary, the employee shall be considered as having resigned and he or she shall be pensioned off;
- e) the leave shall permit the reduction of the number of employees in surplus.

B) Severance Pay

The board shall grant severance pay to a tenured employee if his or her resignation allows the reassignment of an employee in surplus. Acceptance of severance pay shall entail the employee's loss of tenure.

The board may also grant severance pay to the employee placed in surplus who chooses to resign. In this case, the employee concerned shall lose his or her tenure.

Severance pay shall equal one (1) month of salary per complete year of service at the time the tenured employee resigns from the board. Severance pay shall be limited to a maximum of six (6) months' salary. For purposes of calculating this payment, the salary shall be that which the employee concerned receives at the time he or she resigns from the board.

The employee who receives severance pay may not be hired in the education sector during the year which follows that in which he or she received it, unless he or she reimburses it. Severance pay may not be granted to an employee who has already received a similar payment from an employer in the education sector nor to any employee who resigns as a result of refusing a position.

C) Transfer of Rights

When an employee who is not in surplus is hired by another school board and this resignation permits the reassignment of an employee in surplus, his or her status of employee, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step shall be transferred to the new employer.

D) Voluntary Relocation Premium

The employee in surplus who accepts, in the education sector, a position which is situated at a distance greater than fifty (50) kilometres by road from his or her domicile and place of work at the time of his or her placement in surplus, shall be entitled to a voluntary relocation premium, if the relocation involves his or her moving.

The voluntary relocation premium shall be equivalent to four (4) months of salary if the relocation takes place within one of the school regions 1, 8 or 9 from another school region than that of his or her new place of work. In other cases, the voluntary relocation premium shall be equivalent to two (2) months of salary.

The board shall also grant a voluntary relocation premium to the tenured employee who is not in surplus but whose relocation permits the reassignment of an employee in surplus.

The relocated employee shall transfer to the new employer his or her status of employee, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.

The employee who is relocated within the framework of this paragraph D) and who must move, shall benefit from his or her board or, as the case may be, from the board which hires him or her, from the provisions of Appendix II under the conditions stipulated therein, insofar as the allowances provided for in the federal mobility assistance program to look for employment do not apply. Moreover, he or she shall be entitled to:

- a maximum of three (3) working days without loss of salary to cover the search for a dwelling; such three (3)-day maximum shall not include travelling time there and back;
- a maximum of three (3) working days without loss of salary to cover the moving and settling into a new dwelling.

7-3.17

Rights and Obligations of the Employee

A) Rights of the employee

- a) As long as the employee remains in surplus, his or her salary shall progress normally.
- b) When the employee accepts a position in another school board by virtue of this clause, he or she shall not be subject to a probation period.
- c) When the employee is relocated by virtue of the present clause, he or she shall transfer to his or her new employer his or her status of regular employee or, as the case may be, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.
- d) The employee relocated following the application of paragraph D) of clause 7-3.16 or of subparagraph e) of paragraph B) of this clause who must move shall benefit from his or her board or, as the case may be, from another school board which hires him or her, from the provisions of Appendix II under the conditions stipulated therein, insofar as the allowances provided for in the federal mobility assistance program to look for employment do not apply.

B) Obligations of the employee

- a) The employee in surplus to whom his or her board or another school board offers a full-time position, within a fifty (50)-kilometre radius by road from his or her domicile or place of work at the time of his or her placement in surplus, must accept it in the following situations:
- 1) in the case of an employee who, at the time of his or her placement in surplus, had fewer regular working hours than the regular workweek;
 - if the position is offered by his or her board or another school board, and if such position has a number of regular working hours which is at least equal to that of the position he or she held at the time of his or her placement in surplus;
 - 2) in the case of an employee who, at the time of his or her placement in surplus, had regular working hours equal to or greater than the regular workweek;
 - if the position is offered by his or her board or another school board, and if such position has a number of regular working hours at least equal to the regular workweek.

In the cases where an employee must thus accept a position, he or she shall benefit from clauses 7-3.08 and 7-3.09, as the case may be, and clause 7-3.14 shall apply.

In the cases where an employee in surplus voluntarily accepts any other position which is offered to him or her, this employee shall benefit, where applicable, from clauses 7-3.08, 7-3.09, 7-3.10, 7-3.11, as the case may be, and clause 7-3.14 shall apply.

Failure to accept a position thus offered within ten (10) days of the written offer shall constitute a resignation on the part of the employee.

- b) The employee in surplus must appear for a selection interview at another school board if requested by the Provincial Relocation Bureau. If this employee fails or neglects to comply with this obligation, he or she shall be considered as having resigned.
- c) The employee in surplus must provide, upon request, any information which is relevant to his or her security of employment.
- d) As long as the employee remains in surplus, he or she shall be required to carry out the duties of a class of employment in his or her category of employment that the board assigns to him or her which must be in relation to his or her qualifications, regardless of the certificate of accreditation, of the class of employment and the work schedule which apply to the employee at the time of the placement in surplus. This assignment cannot be more than fifty (50) kilometres by road from his or her domicile or place of work at the time of his or her placement in surplus.

e) The nontenured regular employee who has completed at least one (1) year of active service as a regular employee and who was laid off following the abolishment of a position shall remain registered on the lists of the Provincial Relocation Bureau for a maximum period of two (2) years. During this period, such employee shall be required to accept, within a ten (10)-day time limit of the offer, a written offer of engagement which could be made to him or her by his or her board or another school board in the same school region. Failure to accept such offer, his or her name shall be removed from the lists of the Provincial Relocation Bureau.

C) The date of the signature of the post office receipt shall constitute a prima facie proof used to calculate the time limits provided for in this clause.

7-3.18 For the purpose of applying article 7-3.00, place of work shall mean the place of work where the employee usually carries out his or her duties.

In the case where an employee usually performs his or her duties in several locations, the place of work shall designate the place where the employee generally receives his or her instructions and where he or she must report on his or her activities; in this latter case, if the employee concerned receives his or her instructions in several locations, the place of work for the purpose of applying article 7-3.00 shall be that which the board determines for the duration of the agreement; the board shall inform the employee and the union in writing of the place of work thus determined.

For the purpose of applying article 7-3.00, "by road" designates the shortest public route normally used.

7-3.19 Obligations of the board

When the board must proceed with a hiring to fill a vacant full-time position other than a position which is temporarily vacant, it shall submit a request to the Provincial Relocation Bureau specifying the class of employment and the requirements of the position to be filled.

The board which hires a person referred by the Provincial Relocation Bureau shall recognize his or her status of regular employee or, as the case may be, his or her tenure, bank of nonredeemable sick-leave days, salary step, date of advancement in step and seniority which he or she had upon his or her departure.

The board must inform the Provincial Relocation Bureau of the names of the employees that it is placing in surplus as well as the names of the nontenured regular employees who have completed at least one (1) year of active service and that it is laying off.

7-3.20 After another school board assumes the responsibility for instruction to children with learning or emotional problems or for instruction to students of a given level or option, within the framework of the Education Act, the regular employee or the tenured employee who is affected by a reduction in personnel as regards the major portion of his or her work shall be required to go into the employ of this other school board.

However, with the agreement of the board which no longer offers such instruction, the employee may remain in the employ of this board provided that no layoff or placement in surplus occur because of this agreement.

As of the anniversary on which the responsibility for such instruction was assumed, the board which assumed it may proceed with the layoffs or, as the case may be, the placement in surplus.

7-3.21 Upon request, the Provincial Relocation Bureau shall forward to the union a statement of the positions to be filled by means of hiring as well as a statement of the employees in surplus, of regular employees laid off who are registered on the lists; these lists shall only be forwarded if they are available.

7-3.22 During the fiscal year preceding an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or restructuring, the board may not proceed with the abolishment of positions which would result in one or more layoffs or in one or more placements in surplus, as the case may be, of regular employees or tenured regular employees if the cause of this abolishment results from the amalgamation, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, a new board, an annexing board or a restructured board may proceed with the abolishment of positions resulting in one or more layoffs or in one or more placements in surplus, as the case may be, of regular employees or of tenured regular employees.

7-4.00 **WORK ACCIDENTS AND OCCUPATIONAL DISEASES**

7-4.01 The following provisions apply to the employee who suffers a work accident or incurs an occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001).

The employee who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the Workmen's Compensation Act (R.S.Q., Chapter A-3) as well as by the article concerning work accidents in the provisions constituting the 1983-1985 collective agreements; moreover, the employee shall benefit, by making the necessary changes, from clauses 7-4.14 to 7-4.23 inclusively of this article.

7-4.02 The provisions provided for in this article corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001) shall apply insofar as these provisions of the Act apply to the board.

Definitions

7-4.03 For the purpose of this article, the following terms and expressions mean:

- a) work accident: a sudden and unforeseen event, attributable to any cause, which happens to an employee, arising out of or in the course of his or her work and resulting in an employment injury to him or her;
- b) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable;
- c) suitable employment: appropriate employment that allows an employee who has suffered an employment injury to use his or her remaining ability to work and his or her vocational qualifications, that he or she has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the employee, considering his or her injury;
- d) equivalent employment: employment of a similar nature to the employment held by the employee when he or she suffered the employment injury, from the standpoint of vocational qualifications required, wages, fringe benefits, duration and working conditions;
- e) health establishment: a public establishment within the meaning of the Act respecting health services and social services (R.S.Q., Chapter S-4.2);

- f) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

An injury or a disease which is solely due to gross and voluntary negligence on the part of the employee who suffers or contracts such injury or disease shall not be an employment injury unless it results in the employee's death or it permanently and severely affects his or her physical or mental well-being;

- g) occupational disease: a disease arising out of or in the course of his or her work and characteristic of that work or directly related to the risks peculiar to that work;
- h) health professional: a professional in the field of health within the meaning of the Health Insurance Act (R.S.Q., Chapter A-29).

Miscellaneous Provisions

7-4.04 The employee must inform the board of the details concerning the work accident or employment injury before leaving the building where he or she works, if he or she is able to do so or, if not, as soon as possible. Moreover, the employee shall provide a medical certificate to the board in conformity with the Act, if the employment injury which he or she suffered renders him or her unable to perform his or her duties after the day on which it manifested itself.

7-4.05 The board shall inform the union of every work accident or occupational disease which an employee has suffered or contracted as soon as it is brought to its attention.

7-4.06 The employee may be accompanied by a union representative to any meeting with the board concerning an employment injury which he or she suffers; in this case, the union representative may temporarily interrupt his or her work, without loss of salary, including premiums, where applicable, or reimbursement, after having obtained the authorization of his or her immediate superior; this authorization cannot be refused without a valid reason.

7-4.07 The board must immediately give first aid to an employee who has suffered an employment injury and, if need be, provide transportation to a health establishment, a health professional or to the employee's residence as required by his or her condition.

The cost of transportation of the employee shall be assumed by the board, which shall reimburse it, if such is the case, to the person who incurred it.

The employee shall choose the health establishment, if possible. If the employee is unable to express his or her choice, he or she must accept the health establishment chosen by the board. However, the employee who was unable to express his or her choice may be transferred to another health establishment of his or her choice, in accordance with the Act.

The employee shall be entitled to receive care from the health professional of his or her choice.

7-4.08 Notwithstanding clause 5-3.38, the board may require that an employee who has suffered an employment injury undergo an examination by a health professional that it designates and gives its reasons for doing so, in accordance with the Act. The cost of the examination and travel expenses shall be assumed by the board in accordance with the norms provided for in clause 6-5.01.

Group Plans

7-4.09 The employee who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan provided for in clauses 5-3.22 and 5-3.23 and by the health insurance plan provided for in clause 5-3.25.

The employee shall benefit, without losing any rights, from the waiver of his or her contributions to the pension plan (RRE, RREGOP and RRF). The provisions concerning the waiver of such contributions shall form an integral part of the provisions of the pension plans and the resulting costs shall be shared as is the case with any other benefit.

The waiver mentioned in the preceding paragraph shall no longer apply when the employment injury has consolidated or the employee is assigned temporarily as provided for in clause 7-4.15.

7-4.10 In the case where the date of consolidation of the employment injury is prior to the 104th week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan provided for in clause 5-3.32 shall apply, subject to the second paragraph of this clause, if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

On the other hand, for the employee who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 5-3.32, the salary insurance plan provided for in this clause shall apply to make up the difference if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such an absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

7-4.11 The bank of sick-leave days of an employee shall not be reduced for the days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the employment injury has consolidated and for the absences provided for in clause 7-4.24. The same shall apply for the part of the day on which the employment injury occurred.

Salary

7-4.12 For as long as an employee is entitled to the income replacement indemnity but no later than the date of consolidation of the employment injury he or she has suffered, this employee shall be entitled to his or her salary as if he or she were at work subject to the following provisions:

the gross taxable salary shall be determined in the following manner: the board shall deduct the equivalent of all amounts required by the Act and the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity and the difference shall be brought to a gross taxable salary on the basis of which the board shall deduct all amounts, contributions and benefits required by the Act and the agreement.

For the purpose of this clause, the salary to which the employee is entitled shall include, as the case may be, the premiums for regional disparities provided for in article 6-8.00.

- 7-4.13 Subject to clause 7-4.12, the Commission de la santé et de la sécurité du travail shall reimburse the board the amount corresponding to the income replacement indemnity of the Commission de la santé et de la sécurité du travail.

The employee who, following a notice, must appear before a review board, a medical arbitration session, or the Commission d'appel en matières de lésions professionnelles, may be absent from work without loss of salary, for the time deemed necessary by the competent authority. The employee must notify his or her immediate superior at least forty-eight (48) hours prior to the date of the absence and produce proof to this effect, if required by the employer.

The employee must sign the forms required for such reimbursement. This waiver shall only be valid for the period during which the board has agreed to pay the benefits.

Right to Return to Work

- 7-4.14 An employee who is informed by his or her physician of the date of consolidation of the employment injury he or she has suffered and of the fact that this employee will retain a certain degree of functional disability, or that he or she will retain no such disability, shall pass on the information to the board without delay.
- 7-4.15 The board may temporarily assign work to an employee, with the approval of the employee's physician, while awaiting that the employee again become able to return to his or her position or a suitable or equivalent position, even if his or her employment injury has not consolidated, the foregoing as provided for in the Act.
- 7-4.16 The employee whose employment injury has consolidated and who is again able to carry out the duties of the position he or she had prior to his or her absence shall be entitled to return to his or her position.
- 7-4.17 The employee referred to in the preceding clause who is unable to return to his or her position either because it was abolished or the employee was displaced as a result of the application of the agreement, shall be entitled to return to an available equivalent position that the board intends to fill, insofar as he or she is entitled to obtain that position as a result of the application of article 7-3.00 of the agreement.
- 7-4.18 An employee who, although unable to resume his or her duties because of an employment injury but who may be able to use his or her remaining ability and qualifications to work, shall be entitled to hold a suitable available position that the board intends to fill in accordance with clause 7-4.20.
- 7-4.19 The rights mentioned in clauses 7-4.16, 7-4.17 and 7-4.18 shall apply subject to article 7-3.00.

If the board does not allow an employee to exercise the rights mentioned in clauses 7-4.16, 7-4.17 and 7-4.18 because this employee would have been displaced, placed in surplus, laid off, fired, dismissed or would have otherwise lost his or her employment had he or she been at work, the relevant provisions of the agreement shall apply as if this employee had been at work at the time of such events; moreover, the exercise of these rights cannot have the effect of cancelling or deferring any suspension imposed by virtue of article 8-4.00 of the agreement.

7-4.20 The exercise of the right mentioned in clause 7-4.18 shall be subject to the terms and conditions which follow:

- a) the position must be filled in accordance with clause 7-1.03 of the agreement, subject to any provision contained in this clause;
- b) the employee shall submit his or her application in writing;
- c) as of the first step provided for in clause 7-1.03, the employee shall obtain the position if he or she has more seniority than the other employees or persons concerned;
- d) the employee must possess the required qualifications and meet the other requirements determined by the board;
- e) access to this position by the employee cannot constitute a promotion, except in step c) of clause 7-1.03;
- f) the right of the employee can only be exercised during the two (2) years immediately following the beginning of his or her absence or in the year following the date of consolidation according to whichever date is later.

However, the board and the union may agree on terms and conditions for the exercise of the right mentioned in clause 7-4.18 other than those provided for in this clause, provided that this does not have the effect of modifying the provisions concerning security of employment; particularly, the board and the union may agree on a special movement of personnel as regards priority of employment.

7-4.21 The employee who obtains a position referred to in clause 7-4.18 shall benefit from an adaptation period of thirty (30) working days; at the end of this period, this employee cannot keep the position if the board deems he or she is unable to perform his or her duties adequately.

If the employee is thus unable to keep his or her position, he or she again becomes eligible for a position in accordance with clause 7-4.18, as if he or she had never exercised the right mentioned in this clause.

7-4.22 The employee who obtains a position referred to in clause 7-4.17 shall receive the salary he or she had before suffering an employment injury.

7-4.23 Notwithstanding any provision to the contrary, the employee who obtains a position referred to in clause 7-4.18 shall receive the salary related to the new position.

In the case of a demotion, the employee shall benefit from the provisions of paragraph b) of clause 6-2.15. However, in the case when an income replacement indemnity is paid to the employee, the amounts payable under paragraph b) of clause 6-2.15 shall be reduced accordingly.

7-4.24 Once the employee who has suffered an employment injury returns to work, the board shall pay him or her the salary as well as the premiums for regional disparities provided for in article 6-8.00 of the agreement and to which he or she is entitled, where applicable, for each day or part of day during which the employee must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity within the framework of his or her personal rehabilitation program.

7-5.00 **PARTIAL DISABILITY**

7-5.01 The tenured employee affected by a permanent partial physical disability and who is therefore unable to meet the requirements of his or her position may, within the framework of article 7-1.00, obtain a position provided that there is an available position that the board intends to fill, that he or she possesses the required qualifications and meets the other requirements determined by the board. He shall then receive the salary provided for this new position.

7-5.02 The right mentioned in the preceding clause may be exercised during the period during which this tenured employee benefits from the salary insurance plan provided for in clause 5-3.32.

This right may also be exercised within twenty-four (24) months following the date on which this tenured employee is laid off by the board, where applicable, as a result of his or her physical disability to meet the requirements of his or her former position. During the layoff, this tenured employee shall not receive any salary.

Upon termination of the twenty-four (24)-month period mentioned in the preceding paragraph, the board may terminate the employee's employment.

7-5.03 As of the date on which the employee referred to in clause 7-5.01 becomes unable to meet on a permanent basis the requirements of his or her position, it shall then be considered as permanently vacant unless it was abolished within the framework of article 7-3.00.

7-5.04 The board and the union may agree on other terms and conditions in order to modify or assign a position to an employee who is affected by a permanent partial physical disability, provided that this not have the effect of modifying the provisions concerning security of employment.

7-5.05 With the exception of the first paragraph of clause 7-5.02, this article shall apply to the tenured employee referred to in clause 7-4.18 of the agreement who was unable to resume a suitable position in accordance with clause 7-4.20.

7-6.00 **CONTRACTING OUT**

7-6.01 Contracting out must not cause layoffs, placements in surplus or demotions involving a decrease in salary among the regular employees of the board nor a reduction in the hours of a regular employee.

Moreover, in the case where the number of employees placed in surplus in the relevant classes of employment (including employees in surplus for whom such reassignment would constitute a transfer) would permit the abolishment of a subcontract of a continuous nature, the board shall undertake to terminate the contract within the legal framework provided for therein in order to reassign these employees in surplus as a replacement for the subcontractor. If the subcontract covers several buildings of the board (e.g. maintenance), the obligation to eliminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the board shall be valid insofar as the abolishment of the subcontract allows the full-time reassignment on an annual, periodic or seasonal basis of one or more employees in surplus.

It shall be understood that, for the purpose of applying the preceding two paragraphs, the obligation to terminate a subcontract shall also apply when giving a subcontract insofar as all the other conditions provided for in the said two paragraphs are met.

7-6.02 In the case where the number of tenured employees laid-off within the framework of article 7-5.00 who worked in the relevant classes of employment would permit the abolishment of a subcontract of a continuous nature, the board shall undertake to terminate the said contract within the legal framework provided for therein in order to reassign these employees as a replacement for the subcontractor. If the subcontract covers several buildings of the board (e.g. maintenance), the obligation to terminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the board shall be valid only insofar as the abolishment of the subcontract allows the full-time reassignment on an annual, periodic or seasonal basis of one or more employees.

It shall be understood that, for the purpose of applying the preceding paragraphs, the obligation to terminate a subcontract shall also apply when giving a contract insofar as all the other conditions provided for in the said paragraphs are met.

This clause shall apply regardless of clause 7-1.03. The employee must have the required qualifications and meet the requirements determined by the board for the position concerned.

7-6.03 The employee referred to in clause 7-6.02 must produce a certificate from the attending physician stating that the employee may return to work. The medical certificate must not contain any restrictions with respect to the performance of the tasks required by that position.

7-6.04 At the union's request, the board shall annually inform the union of the subcontracts of a continuous nature related to the classes of employment covered by the certificate of accreditation.

CHAPTER 8-0.00 WORKING CONDITIONS AND FRINGE BENEFITS

8-1.00 SENIORITY

8-1.01 The employee in the employ of the board on the date of the signing of the agreement shall maintain the seniority already acquired on that date according to the calculation provided for in article 8-1.00 of the 1989-1991 collective agreement.

As of the date of the signing of the agreement, seniority shall be calculated according to the provisions of this article.

8-1.02 Seniority shall correspond to the period of employment of any regular employee in one of the positions of the classes of employment provided for in the Classification Plan for the technical, administrative and labour support personnel in the employ of the board or boards (institutions) to which this board is the successor and it shall be expressed in years, months and days.

The seniority of an employee who belongs to a group of employees different from that mentioned above and who is integrated into a position belonging to one of the classes of employment for support personnel shall correspond to the period of employment with the board.

However, this seniority cannot be used to integrate an employee into one of the classes of employment provided for in the Classification Plan for the technical, administrative and labour support personnel nor for the purposes of movement of personnel and security of employment.

8-1.03 The regular employee shall retain and accumulate seniority in the following cases:

- a) when the employee is in active service;
- b) when the employee is on a leave of absence with salary as provided for in the agreement;
- c) when the employee is absent from work because of an occupational disease or a work accident;
- d) when the employee is absent from work because of an accident or illness other than an occupational disease or work accident for a period not exceeding twenty-four (24) months;
- e) in the other cases where a provision of the agreement specifically stipulates;
- f) when the employee is on a leave of absence without salary for union activities or studies, provided that if such employee applies for a vacant position during the leave and obtains it, he or she must return to work and the leave without salary shall be cancelled, if it is for a period of four (4) months or more;
- g) when the employee is temporarily laid off due to a periodic slowdown or seasonal shutdown of activities in his or her sector as provided for in article 7-2.00;
- h) during a maternity leave as well as any extension thereof;
- i) when the employee is on leave of absence without salary for a period of one (1) month or less.

- 8-1.04 The regular employee shall retain seniority, but without accumulating it, in the following cases:
- a) when the employee is on a leave of absence without salary for more than one (1) month unless there is a specific provision to the contrary in the agreement;
 - b) when the employee is laid off for a period not exceeding twenty-four (24) months;
 - c) when the employee is absent from work because of an illness or accident other than an occupational disease or work accident for more than twenty-four (24) months.
- 8-1.05 A regular employee shall lose seniority under the following circumstances:
- a) when the employee's employment is permanently terminated;
 - b) when the employee is laid off for a duration in excess of that mentioned in paragraph b) of clause 8-1.04;
 - c) when the employee refuses or fails to return to work without a valid reason within the seven (7) days which follow a recall to work by registered letter sent to his or her last known address.
- 8-1.06 No later than August 31 of each year, the board shall update the seniority list and post it in its buildings for a period of forty-five (45) days or forward a copy to each employee. A copy of the list shall be sent to the union.
- 8-1.07 The seniority list provided for in clause 8-1.06 shall be calculated on the preceding June 30.
- 8-1.08 Any alleged error in the seniority list may be the subject of a grievance, which may be submitted to arbitration in accordance with articles 9-1.00 and 9-2.00.
- 8-1.09 The posted seniority list shall become official forty-five (45) days following its receipt by the union if it is not posted or at the expiry date of the posting, subject to the changes resulting from a grievance submitted before this list becomes official. However, a revision requested after the list becomes official cannot have any retroactive effect prior to the filing of the grievance on action taken by virtue of this list.
- 8-1.10 The procedures provided for in clauses 8-1.08 and 8-1.09 shall apply after each updating of the seniority list.
- 8-1.11 When an employee acquires the status of a regular employee after the date of the signing of the agreement, the board shall inform such employee in writing of the seniority he or she has accumulated on that date and shall send a copy to the union at the same time.
- For the employee referred to in the preceding paragraph, every period worked for the board before obtaining such a status as an employee referred to in clause 1-2.28 or in article 10-1.00, 10-2.00 or 10-3.00 shall be recognized as seniority, retroactively to the first date of hiring, unless there was an interruption of work for more than twenty-four (24) months, in which case the time worked before the interruption is not counted.
- The period worked shall be calculated in proportion to the regular hours of work.
- 8-1.12 The seniority of a regular employee who holds a part-time position shall be calculated in proportion to his or her regular hours of work and shall accumulate in accordance with this article.

8-2.00 **WORKWEEK AND WORKING HOURS**

8-2.01 a) Categories of Technical and Administrative Support Positions

The regular workweek of the technical and administrative support personnel shall be comprised of thirty-five (35) hours, divided from Monday to Friday, and followed by two (2) consecutive days off. The duration of the regular workday shall be seven (7) hours.

b) Category of Labour Support Positions

The regular workweek shall be comprised of thirty-eight hours and forty-five minutes (38 h 45 min), divided from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular workday shall be seven hours and forty-five minutes (7 h 45 min).

8-2.02 Notwithstanding clause 8-2.01, for certain classes of employment such as stationary engineers and guards, the regular workweek may be divided differently according to the needs of the department, subject to clauses 8-2.04 and 8-2.05. It is agreed that any schedule which includes work on Saturday or Sunday shall include two (2) consecutive days off.

8-2.03 In the case where the employee benefits from a different number of weekly working hours, the salary scales shall apply in proportion to the regular hours worked in relation to those provided for in clause 8-2.01.

8-2.04 The employee shall be entitled to a fifteen (15)-minute rest period with salary, per half-day of work, which is to be taken towards the middle of the period.

8-2.05 The board shall maintain the work schedules in effect on the date of the coming into force of the agreement.

8-2.06 The work schedules may be altered after written agreement between the union and the board. However, the board may alter the existing schedules if administrative or pedagogical needs make these changes necessary. The board shall give the union and the employee concerned at least a thirty (30)-day written notice before implementing the new schedule. Either the employee concerned or the union may, within thirty (30) working days of the sending of the notice, resort to the procedure for settling grievances and for arbitration.

When the roll is prepared, such grievance shall be given hearing priority.

At the time of arbitration, the burden of proof shall rest with the board. The arbitrator's mandate shall be to decide whether the changes were necessary; if they were not, the board must return to the former schedules and must pay the employees at the overtime rate provided for in article 8-3.00 for all the hours worked outside their regular schedule.

Unless there is a written agreement to the contrary between the union and the board, no modification may cause an employee to work split shifts.

8-2.07 In the case where the former collective agreement or a board regulation or resolution in effect in 1978-1979 permitted employees to benefit from a regular workweek with fewer working hours during the summer, this provision shall be maintained under the same conditions for the duration of the agreement.

8-2.08 In the case where the former collective agreement or a board regulation or resolution in effect on the date of the signing of the agreement provided for a different number of weekly working hours, the board and the union may agree to maintain this number of hours or to adopt the number of hours provided for in clause 8-2.01 and the work schedule shall be adapted accordingly. Failing an agreement, the number of working hours in effect shall be maintained. However, the board shall not be required to maintain a number of regular weekly working hours which exceeds the duration of a regular workweek provided for in the Act respecting labour standards and subsequent regulations.

8-3.00 OVERTIME

8-3.01 Any work specifically required by the immediate superior and performed by an employee, in addition to the hours of his or her regular workweek or regular workday or outside the hours provided by his or her schedule, shall be considered as overtime.

8-3.02 Overtime shall be assigned to the employee who has started the work. If the work is not started during the regular work hours, it shall be given to an employee whose class of employment corresponds to the work to be performed.

8-3.03 If the overtime work can be performed by more than one employee in a class of employment, the board shall attempt to distribute it as equitably as possible among the employees in the same office, school, adult education centre or territorial division.

8-3.04 An employee may be exempted from working overtime, when such work is required, if the board finds another employee in the same class of employment who accepts to perform this overtime work without this hindering the proper progress of the work.

If no other employee in the same class of employment, able to perform the work without interrupting the smooth operation of the work, accepts, the board shall designate an employee who is able to perform the work by taking the inverse order of seniority into account.

8-3.05 For the overtime carried out, the employee shall benefit from the following:

- a) for all the hours worked in addition to the number of hours of his or her regular workday or outside of the hours provided for in his or her schedule and during a weekly day off: from a leave of a duration equal to one and a half the time actually worked as overtime;
- b) for all the hours worked during a paid legal holiday provided for in the agreement in addition to his or her salary for the paid legal holiday: from a leave of a duration equal to one and a half the time actually worked as overtime;
- c) for all the hours worked on Sunday or during the second weekly day off: from a leave of a duration equal to double the time actually worked as overtime.

8-3.06 The board and the employee shall agree on terms and conditions for the application of the preceding clause by taking into account the requirements of the department; failing an agreement between the board and the employee, within sixty (60) days of the date on which the overtime work was carried out, on the time when the leave provided for in paragraphs a), b), and c) of the preceding clause may be taken, the overtime shall be remunerated according to the rates provided for in clause 8-3.07.

When the board and the employee have agreed on the time when the leave is to be taken but it cannot be taken at that time either due to the needs of the department or due to circumstances beyond the employee's control, the employee shall then choose to either have the overtime remunerated according to the rates provided for in clause 8-3.07 or take it in time off in accordance with paragraphs a), b) and c) of clause 8-3.05; in this latter case, the board and the employee shall agree on the time when the leave may be taken.

8-3.07 Notwithstanding the foregoing, the board and the employee may agree that the overtime be remunerated according to the following rates:

- a) at the basic hourly rate increased by one half (150%) in the cases provided for in paragraphs a) and b) of clause 8-3.05;
- b) at double the hourly rate (200%) in the cases provided for in paragraph c) of clause 8-3.05.

8-3.08 When an employee is recalled from his or her home to perform emergency work, he or she shall benefit from a leave of a maximum duration of four (4) hours taken in accordance with clause 8-3.06 if this is more advantageous than the application of clause 8-3.05 of the agreement, where applicable.

Notwithstanding the foregoing, the board and the employee may agree that these four (4) hours be remunerated at the regular rate.

8-3.09 When overtime is paid in accordance with the foregoing, it must be within a maximum period of one (1) month after the presentation of the claim duly signed by the employee and approved by the board. The board shall provide the forms.

8-4.00 **DISCIPLINARY MEASURES**

8-4.01 Every disciplinary measure and the reasons therefor must be set forth in a written notice addressed to the employee concerned. A copy of such notice must be forwarded to the union within three (3) working days of the sending of the disciplinary measure to the employee concerned.

8-4.02 Except in the case of an indefinite suspension or a dismissal based on a moral or criminal issue, any final decision to dismiss or suspend indefinitely an employee must be preceded, subject to the fourth paragraph of this clause, by a meeting between the board, the union and the employee concerned. During this meeting, the board shall inform the union and the employee of the reasons for such measure. To this end, the employee must receive at least a forty-eight (48)-hour written notice before the meeting specifying the hour and the place where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of such notice shall also be forwarded to the union at the same time.

In the case of an indefinite suspension or dismissal based on a moral or criminal issue, the meeting between the board, the employee and the union shall be convened within forty-eight (48) hours of the board's initial decision.

Following any meeting held by virtue of this clause, the board must inform the employee of its final decision, by written notice, within the time limit mentioned in clause 8-4.11. A copy of the notice shall also be sent to the union within the same time limit.

The fact that the union or the employee does not attend the meeting duly summoned shall not prevent the board from instituting procedures or imposing a disciplinary measure.

8-4.03 Subject to clause 8-4.02, the board shall convene an employee who is suspended; in this case and in the case where the board decides to convene an employee regarding every other disciplinary measure which concerns him or her, the employee must receive at least a forty-eight (48)-hour written notice specifying the hour and place where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of this notice shall be transmitted to the union at the same time.

The fact that the union or the employee does not attend the meeting duly summoned shall not prevent the board from instituting procedures or imposing a disciplinary measure.

A disciplinary measure handed directly to an employee shall not constitute a summons as defined in the preceding provisions.

8-4.04 The employee may, after having made an appointment, consult his or her official file twice a year, accompanied if he or she so desires by his or her union representative; moreover, upon the employee's specific written authorization in each case, the union representative may consult the official file of an employee on two other occasions during the year.

8-4.05 The employee who is subject to a disciplinary measure may submit a grievance. However, the employee who is the subject of a dismissal or indefinite suspension may submit his or her grievance directly to arbitration within thirty (30) working days of the receipt of the notice informing him or her of the board's final decision, insofar as the meeting provided for in clause 8-4.02 has taken place.

8-4.06 A suspension shall not interrupt the employee's seniority. During this suspension, the employee shall maintain his or her contribution to the various contributory plans provided for in the agreement.

8-4.07 In the event of arbitration, the board must establish that the disciplinary measure was imposed for just and sufficient reason.

8-4.08 The board may invoke an infraction that has been placed in the official file and for which a disciplinary measure has been issued only within twelve (12) months of such infraction.

However, if more than one infraction of the same nature was committed within these twelve (12) months, each of these infractions including the first one mentioned in the preceding paragraph may only be invoked within the twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the file.

8-4.09 No disciplinary measure rescinded by the board may be invoked against an employee; the same shall apply to a disciplinary measure declared unjustified by a tribunal or an arbitrator and the facts giving rise thereto.

8-4.10 The national negotiating parties agree to grant priority to dismissal cases when preparing the arbitration roll.

8-4.11 Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such a measure or after the board's cognizance of such incident shall be null, void and illegal for the purpose of the agreement. However, in the case of modifications to an indefinite suspension, the thirty (30)-day limit shall not apply at the time of the modification.

8-4.12 In the case of dismissal, if there is an appeal through the grievance procedure, the board shall not pay the employee concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days for as long as the grievance has not been settled. The employee shall continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his or her credit cover both his or her contribution and that of the board. Failing this, the employee must pay the full premiums in advance.

8-5.00 **HEALTH AND SAFETY**

8-5.01 The board and the union shall collaborate through the Labour Relations Committee or a specific health and safety committee to maintain working conditions that respect the health, safety and physical well-being of employees.

- 8-5.02 The employee must:
- a) take the necessary measures to protect his or her health, safety or physical well-being;
 - b) see to it that he or she does not endanger the health, safety or physical well-being of other persons who are on the work premises or near the work premises;
 - c) undergo health examinations required by the application of the Act and the regulations applicable to the board.
- 8-5.03 Insofar as it is provided for by the Act and the regulations which are applicable to it, the board must take the measures necessary to protect the health and ensure the safety and physical well-being of employees; it must, in particular:
- a) see to it that the buildings under its jurisdiction are equipped and laid out in such a way as to protect the employees;
 - b) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of employees;
 - c) provide suitable lighting, ventilation and heating;
 - d) provide safety material and ensure that it is kept in good condition;
 - e) allow an employee to undergo health examinations required for the application of the Act and the regulations applying to the board.
- 8-5.04 When it becomes necessary by virtue of the Act and regulations applicable to the board to place individual or group safety means and equipment at the disposal of employees in order to meet their specific needs, this must not reduce in any way the efforts required by the board, the union and the employees to eliminate at the source dangers to their health, safety and physical well-being.
- 8-5.05 When an employee exercises the right of refusal provided for in the Act respecting occupational health and safety, he or she must notify his or her immediate superior or a representative authorized by the board immediately.
- As soon as the immediate superior is notified or, where applicable, the representative authorized by the board shall convene the union representative mentioned in clause 8-5.09 if he or she is available or, in the case of an emergency, the union delegate of the building concerned; the purpose of this summons is to assess the situation and the corrective measures that the immediate superior or authorized representative of the board intends to apply.
- For the purpose of the meeting following the summons, the union representative or, where applicable, the union delegate may temporarily interrupt his or her work, without loss of salary, including premiums, where applicable, or reimbursement.
- 8-5.06 The right of an employee mentioned in clause 8-5.05 shall be exercised subject to the relevant provisions provided for in the Act and regulations concerning occupational health and safety applicable to the board and subject to the terms and conditions specified therein, where applicable.
- 8-5.07 The board cannot impose a layoff, a displacement, a disciplinary or discriminatory measure due to the fact that the employee exercised the right provided for in clause 8-5.05 in good faith.
- 8-5.08 Nothing in the agreement shall prevent the union representative or, where applicable, the union delegate from being accompanied by a union adviser at the meeting provided for in clause 8-5.05; however, the board or its representative must be informed of the presence of this adviser before the meeting is held.

8-5.09 The union may expressly designate one of its representatives to the Labour Relations Committee or to the specific health and safety committee, where applicable, to deal with health and safety matters; this representative may be absent temporarily from his or her work, after having informed his or her immediate superior, without loss of salary, including premiums where applicable, or reimbursement, in the following cases:

- a) to attend a meeting provided for in the third paragraph of clause 8-5.05;
- b) to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the board in connection with a matter dealing with the health, safety or physical well-being of an employee.

8-6.00 **CLOTHING AND UNIFORMS**

8-6.01 The board shall provide its employees, free of charge, with any uniform, special clothing or safety shoes which it requires them to wear due to the nature of their work as well as any special article or garment required by the Act and the regulations.

Moreover, the board and the union, if they deem it necessary for the performance of duties, may agree that the board provide the employee free of charge with any other clothing, uniform or special article.

8-6.02 The uniforms, clothing, special articles or safety shoes supplied by the board shall remain its property and may only be replaced upon the return of the old uniform, clothing, special article or safety shoes unless the employee is prevented from doing so due to circumstances beyond his or her control. The board shall decide if a uniform, clothing, article or safety shoes must be replaced.

8-6.03 The upkeep of uniforms, clothing, special articles or safety shoes supplied by the board shall be the employee's responsibility except for special clothing such as overalls, smocks and other similar items which are used exclusively on the premises and for working purposes.

8-6.04 In the case where the former collective agreement so provided, the board shall continue to supply the apparel and uniforms according to the conditions specified therein.

8-6.05 Any grievance concerning the application of this article shall be referred to the grievance procedure without assessors.

8-7.00 **TECHNOLOGICAL CHANGES**

8-7.01 For the purpose of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment, or its modification, which is used to produce goods or services and which either modifies the duties entrusted to an employee or causes the abolishment of one or more positions.

8-7.02 The board shall inform the union in writing of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.

- 8-7.03 The notice mentioned in the preceding clause shall contain the following information:
- a) nature of the change;
 - b) school, adult education centre or department concerned;
 - c) date foreseen for the implementation;
 - d) employee or group of employees concerned.
- 8-7.04 At the union's request, the board shall inform the union of the effects of the technological changes foreseen on the working conditions or the security of employment, where applicable, of the employees concerned; moreover, at the union's request, the board shall transmit the technical sheet of the new equipment, if it is available.
- 8-7.05 The board and union shall agree to meet within forty-five (45) days of the sending of the notice mentioned in clause 8-7.02; on this occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work.
- 8-7.06 The employee whose duties are modified as a result of the implementation of a technological change shall benefit, if necessary, from the appropriate training or professional improvement, taking into account his or her skills. The costs of the training or professional improvement shall be borne by the board and shall usually be offered during work hours.
- 8-7.07 The parties may, by a local arrangement, agree on other terms and conditions concerning the implementation of a technological change, particularly concerning the movement of personnel excluding any movement which could affect the security of employment or the acquisition of tenure.
- 8-7.08 The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement, particularly those under Chapter 7-0.00.

CHAPTER 9-0.00

SETTLEMENT OF GRIEVANCES AND ARBITRATION

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES

9-1.01 Any employee, who has a problem concerning his or her working conditions which may give rise to a grievance, must discuss it with his or her immediate superior in order to attempt to solve it, accompanied if he or she wishes, by his or her union representative. However, the fact that the employee has not followed this procedure shall not cause the employee to lose any rights.

9-1.02 It is the express intent of the parties to settle all grievances regarding the application and interpretation of the agreement within the shortest possible time.

9-1.03 In the case of grievances, the board and the union shall agree to comply with the following procedure:

a) First Step

The employee shall submit the grievance in writing to the authority designated by the board or to the board if there has been no such designation, within ninety (90) days of the date of the event that gave rise to the grievance.

The representatives of both the union and the board must meet to study the grievance within ten (10) working days of its receipt.

However, the fact that this procedure has not been followed shall cause neither the employee nor the union to lose any rights.

In order to participate in such a meeting, three (3) union representatives may be released without loss of salary or reimbursement by the union.

The board shall give its written reply to the union within the twenty (20) working days following the receipt of the grievance and shall forward a copy to the employee. This notice must clearly indicate, for information purposes and without prejudice, the main reasons for the decision.

b) Second Step

In the case of an unsatisfactory written reply or in the absence of a reply or if the reply of the board was not forwarded within the time limit prescribed, the union may submit the grievance to arbitration according to the provisions prescribed in this chapter.

9-1.04 The union may file and submit a grievance on behalf of an employee, a group of employees or all employees. In this case, the union must comply with the procedure provided for in clause 9-1.03.

9-1.05 The time limits referred to in this article shall be compulsory, unless there is a written agreement to the contrary. Failure to comply with the time limits provided for in this article shall render the grievance null, void and illegal for the purpose of the agreement.

However, the rejection of a grievance cannot as such be considered as an acknowledgment by the union of the board's allegations and may not be invoked as a precedent.

9-1.06 The grievance notice shall contain a summary account of the facts so as to be able to identify the problem raised. This notice shall also contain, for information purposes and without prejudice, the clauses concerned and the corrective measures required.

No grievance must be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance.

If such an amendment is submitted within the five (5) working days preceding the hearing date, the board shall obtain, upon request, a postponement.

9-1.07 An employee must in no way be penalized, harassed or disturbed due to his or her involvement in a grievance.

9-2.00 **ARBITRATION PROCEDURE**

9-2.01 The union that wishes to submit a grievance to arbitration must, within a maximum time limit of thirty (30) working days of the expiry of the time limit provided for in the last subparagraph of paragraph a) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. This notice must contain a copy of the grievance and of the board's written reply, if any, and it must be sent by registered mail or by fax.

However, the union may submit the grievance to arbitration, in the manner provided for in the preceding paragraph, as soon as it receives the reply of the board as provided for in clause 9-1.03.

A copy of the arbitration notice must be sent at the same time to the board.

In the event of a disruption of postal services, the arbitration notice shall be sent by telegram, fax or teletype and, at the end of this disruption, the union shall forward the aforementioned documents as quickly as possible.

9-2.02 All grievances submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

MÉNARD, Jean-Guy, chief arbitrator⁽¹⁾

BLOUIN, Rodrigue	HAMELIN, François
BOISVERT, Marc	LADOUCEUR, André
FOISY, Claude H.	LEFEVRE, Bernard
FORTIER, François G.	MOALLI, Émile
FRUMKIN, Harvey	TOUSIGNANT, Lyse

or any other person appointed by the Centrale, the CPNCP and the Ministère to act in this capacity.

However, the arbitrator shall proceed with the arbitration with assessors if, when the grievance is entered on the monthly arbitration roll, or within the fifteen (15) days that follow, there is a request to this effect by the representative of the Centrale, the CPNCP or the Ministère.

⁽¹⁾ Address of the chief arbitrator: Records Office of Arbitration
Tribunals,
Education Sector,
Palais de Justice,
300 Jean Lesage Blvd.
5th Floor, Room 512,
Québec, Québec
G1K 8K6

9-2.03 In the event of an arbitration with assessors, an assessor shall be appointed by the Centrale and another appointed jointly by the CPNCP and the Ministère within the time limit provided for in the last paragraph of clause 9-2.02 to assist the arbitrator and represent each party during the hearing of the grievance and the deliberation.

The assessor thus appointed shall be deemed competent to sit whatever his or her past or present activities, interests in the dispute or duties in the union, board or elsewhere.

9-2.04 Upon his or her appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his or her honour, before a Superior Court judge, to perform his or her duties according to the law and to the agreement.

Upon their appointment, each of the arbitrators shall take an oath or shall pledge on their honour, before the chief arbitrator, for the life of the agreement, to render their decisions in conformity with the law and the agreement.

9-2.05 Following the recording of the notice of arbitration mentioned in clause 9-2.01, the records office shall acknowledge receipt without delay to the union. A copy of this acknowledgment, of the grievance notice and of the notice of arbitration shall be sent, without delay, to the Centrale, the CPNCP, the Ministère, the board concerned and the QSBA.

9-2.06 The chief arbitrator or, in his or her absence, the chief records clerk under the authority of the chief arbitrator shall:

- a) prepare the monthly arbitration roll in the presence of the representatives of the parties to the national agreement;
- b) appoint an arbitrator from the list mentioned in clause 9-2.02;
- c) set the time, date and place of the first arbitration session;
- d) indicate for each grievance whether the arbitration is referred to a single arbitrator or an arbitrator assisted by assessors in accordance with the procedure described in this article, or to an arbitrator appointed in accordance with the accelerated procedure described in Appendix XXI.

The records office shall notify the arbitrators, the assessors, the parties concerned, the Centrale, the CPNCP, the QSBA and the Ministère. The same shall apply to an arbitrator appointed to hear a grievance in accordance with the accelerated procedure described in Appendix XXI, or to act as a mediator within the framework of prearbitration mediation.

The party that submits a request for a deferral of an arbitration session within thirty (30) days or less of a hearing date shall pay the arbitrator an indemnity of four hundred dollars (\$400) as cancellation fees. In the case of a joint request for a deferral, the cancellation fees shall be shared equally by the parties.

9-2.07 Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, the parties concerned, the Centrale, the CPNCP, the Ministère and the QSBA. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

9-2.08 If the arbitrator is unable to act because he or she resigns, refuses to act or for other reasons, the arbitrator shall be replaced according to the procedure established for the original appointment.

If the assessor is unable to act because he or she resigns, refuses to act or for other reasons, the party which designated him or her shall appoint a replacement.

- 9-2.09 The arbitrator may proceed with the arbitration if the party that the assessor represents does not designate a replacement within the time limits he or she prescribes.
- 9-2.10 The arbitrator shall ensure that the operating rules of the records office are respected and, more specifically, those found in Appendix XXI.
- 9-2.11 At any time, before the end of the hearings, the national negotiating union party, the QSBA and the Ministère may individually or collectively intervene and may make any representation to the arbitrator that they deem appropriate or relevant.
- However, if one of the parties mentioned in the preceding paragraph wishes to intervene, it must so inform the other parties.
- 9-2.12 The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the sessions to be held in camera.
- 9-2.13 The arbitrator may deliberate in the absence of an assessor who does not attend after having been convened in accordance with clause 9-2.07 at least seven (7) days in advance.
- 9-2.14 The arbitrator must render his or her decision within the forty-five (45) days that follow the end of the hearing, except in the case of the presentation of written notes, in which case the board and the union may agree to extend the time limit. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.
- The chief arbitrator may not assign a grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.
- 9-2.15 The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.
- The assessor may draft a separate report which shall be attached to the decision.
- The arbitrator shall file the original signed copy of the decision at the records office.
- The records office, under the responsibility of the arbitrator or the chief arbitrator shall forward a copy of the said decision to the assessors, the parties involved, the Centrale, the CPNCP, the Ministère and the QSBA and shall file for and on behalf of the arbitrator two (2) certified copies at the records office of the labour commissioner-general's office.
- 9-2.16 At any time before the final decision, an arbitrator may render any provisional or interlocutory decision which he or she deems just and useful.
- The arbitration decision shall be final, executory and shall bind the parties.
- When the decision includes a time limit in which to comply with an obligation, the time limit shall begin on the day the decision was sent by the records office unless the arbitrator decides otherwise in the decision.
- 9-2.17 An arbitrator may not, by his or her decision, subtract from, add to or modify the clauses of the agreement.
- 9-2.18 Subject to articles 2-1.00, 9-1.00 and 9-2.00, a grievance filed by an employee who is no longer in the employ of the board or by the union for an employee who is no longer in the employ of the board shall be considered as validly submitted to arbitration, provided that the facts which gave rise to the grievance occurred during the period of employment or as a result of his or her departure and entitles him or her to a monetary claim.

- 9-2.19 As regards a disciplinary measure, the arbitrator may uphold, modify or annul the decision of the board. All compensation must take into account the amounts earned by the said employee during the period in which he or she should not have been suspended or dismissed.
- 9-2.20 The chief arbitrator shall choose the chief records clerk.
- 9-2.21 A) Arbitrators' Fees and Expenses
- The board and the union may agree in writing that grievances shall be submitted to the mediation arbitration procedure provided for in Appendix X; in such a case, the arbitrator's fees and expenses shall be assumed and divided in the following proportion: seventy percent (70%) by the board and thirty percent (30%) by the union.
- Failing a written agreement in accordance with the preceding paragraph, grievances shall be submitted according to the procedure provided for in this article and the fees and expenses of the chief arbitrator and arbitrators shall be borne by the Ministère.
- B) Expenses of the Records Office
- The expenses of the records office and the salaries of the records office personnel shall be borne by the Ministère.
- The arbitration hearings and deliberations shall be held on premises free of rental costs.
- 9-2.22 The assessors shall be remunerated and their expenses reimbursed by the party they represent.
- 9-2.23 The stenography costs shall be assumed by the party which requires it.
- If there is a transcript of the official stenographic notes, a copy thereof shall be forwarded by the stenographer, without cost, to the arbitrator and assessors before the beginning of the deliberation.
- 9-2.24 At the request of a party, or on his or her own initiative, the arbitrator shall transmit or otherwise serve, any order or document and may summon a witness as provided for in the Labour Code.
- 9-3.00 **DISAGREEMENT**
- 9-3.01 All disagreements, as defined in clause 1-2.11, which may arise during the life of the agreement, shall be referred to the Labour Relations Committee.

CHAPTER 10-0.00

SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES

10-1.00 FOR THE EMPLOYEE WORKING WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES

10-1.01 The following provisions shall apply within the framework of adult education courses under the jurisdiction of the board:

- A) to the employee working therein in addition to or outside of his or her regular working hours;
- B) to the person who, although not a regular employee of the board, is hired by the board to work exclusively therein.

Their remuneration shall be established as follows:

- a) For the employee assigned to duties corresponding to one of the classes of employment of the technical support and administrative support personnel:

he or she shall receive, for each hour worked, the average hourly rate⁽¹⁾ of the salary scale corresponding to the class of employment concerned, which rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; as regards vacation, this employee shall be entitled to an amount equal to eight percent (8%) of his or her salary.

- b) For the employee assigned to duties corresponding to one of the classes of employment of the labour support personnel:

he or she shall receive, for each hour worked, the hourly rate for the class of employment concerned, which rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; as regards vacation, this employee shall be entitled to an amount equal to eight percent (8%) of his or her salary.

- c) If the employee already benefits from the provisions of article 5-6.00 of the agreement, the salary rate applicable to him or her shall be increased by fifteen percent (15%) instead of eleven percent (11%).

- d) The employee who is called to carry out, within the framework of adult education courses, work corresponding to his or her class of employment shall receive, for each hour worked, his or her basic hourly rate, the said rate increased by fifteen percent (15%) in lieu of all fringe benefits and, in particular, of the vacation benefits if this rate is higher than that provided for in the preceding paragraph a) or b).

- e) If an employee receives a remuneration higher than that provided for above by virtue of an agreement concluded between the union and the board, the remuneration shall be that paid on the date of the signing of the agreement for as long as this remuneration remains higher.

- f) The vacation indemnity to which the employee is entitled shall be paid on each pay, provided that this complies with the law and the applicable regulations.

10-1.02 This article shall not apply to the employee who is working in the adult education department and who is required by the board to perform, in addition to or outside of his or her regular hours of work, work already begun during his or her regular work period.

⁽¹⁾ Average hourly rate: minimum salary scale rate plus maximum salary scale rate, the total divided by two (2).

- 10-1.03 When an employee is expressly required by the board to look after, in addition to or outside of his or her regular working hours, the preparation, cleaning or supervision of the school during adult education courses, the provisions of article 6-9.00 concerning the loan and rental of halls shall apply.
- 10-1.04 The employee working within the framework of adult education courses shall benefit from the following clauses or articles of the agreement:
- 1-1.01 Objective of the Agreement
 - 1-2.00 The following definitions relevant to his or her status:
 - 1-2.01, 1-2.03, 1-2.04, 1-2.05, 1-2.06,
 - 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11,
 - 1-2.12, 1-2.14, 1-2.17, 1-2.18, 1-2.22,
 - 1-2.24, 1-2.27, 1-2.28, 1-2.29, 1-2.32,
 - 1-2.33
 - 1-3.00 Respect for Human Rights and Freedoms
 - 1-4.00 Sexual Harassment in the Workplace
 - 2-1.01 D) Field of Application
 - 2-2.00 Recognition
 - 3-1.00 Union Representation
 - 3-2.00 Meetings of Joint Committees
 - 3-3.00 Union Releases (clauses 3-3.03 to 3-3.08 inclusively)
 - 3-4.00 Posting
 - 3-5.00 Union Meetings
 - 3-6.00 Union Dues
 - 3-7.00 Union Security
 - 3-8.00 Documentation
 - 4-1.00 Labour Relations Committee
 - 5-4.00 Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Appendix IV of the agreement)
 - 5-8.00 Civil Responsibility
 - 6-1.00 Classification Rules
 - 6-2.00 Determination of Step
 - 6-3.00 Salary
 - 6-5.00 Travel Expenses
 - 6-6.00 Payment of Salary
 - 7-1.03 i) Procedure for Filling a Position which is Permanently Vacant or Newly Created
 - 7-1.06 The second paragraph
 - 8-4.00 Disciplinary Measures
 - 8-5.00 Health and Safety
 - 8-6.00 Clothing and Uniforms
 - 11-2.00 Local Arrangements
 - 11-3.00 Printing and Translation
 - 11-4.00 Coming into Force of the Agreement
 - 11-5.00 Appendices
 - Appendix I Hourly Rates and Salary Scales
 - Appendix V Parental Rights and Supplementary Unemployment Benefit Plan
- 10-1.05 The payment of amounts due by virtue of clause 10-1.01 shall be made according to article 6-6.00 following the presentation of the claim duly signed by the employee. The board shall provide the forms.
- 10-1.06 When the board organizes adult education course sessions, it shall proceed with a posting of at least five (5) working days inviting employees to apply to the designated authority according to the method prescribed. The board shall prepare a list of applicants and forward a copy thereof to the union.

The employee who submits an application shall be obliged to accept to work for the entire session unless he or she is prevented from doing so for a valid reason and for short periods. The employee who refuses such obligation shall lose this right for the current session.

10-1.07 Following the posting provided for in the preceding clause, the board shall choose from among the employees who have submitted their application in the following order:

- a) it shall recall to work the employees referred to in paragraph b) of clause 10-1.01 who benefit from a right of recall by virtue of clause 10-1.11. This recall shall be made by place of work, class of employment and according to the duration of employment;
- b) it shall choose from among the regular employees who hold part-time positions;
- c) it shall choose from among the other employees of the board referred to in paragraph a) of clause 10-1.01.

Failing this, the board may hire any other person.

10-1.08 Notwithstanding clause 10-1.07, the board cannot be required to assign work to an employee if this has the effect of causing him or her to work, for the board, a number of hours in his or her workweek greater than the hours of the regular workweek provided for in the Act respecting labour standards or in the regulations resulting therefrom.

10-1.09 The employee must have the required qualifications and meet the other requirements determined by the board.

10-1.10 The employee hired within the framework of this article shall be subject to a sixty (60)-day probation period actually worked during which the board may terminate his or her employment.

10-1.11 The employee who is laid off and who has completed the probation period mentioned in clause 10-1.10 shall benefit from a right of recall to work for a period of eighteen (18) months following his or her layoff.

10-1.12 For the purpose of this article, the duration of employment corresponds to the period of employment of an employee as of the beginning of his or her employment within the framework of adult education courses. Notwithstanding the foregoing, the period of employment prior to July 1, 1986 cannot be taken into account.

10-1.13 The employee shall be entitled to the procedure for settling grievances and arbitration when he or she feels wronged as a result of the application of the clauses of this article.

10-1.14 Notwithstanding the provisions of this article, the board may always use the services of an employee in surplus or a person in surplus in its employ.

10-2.00 **FOR THE CAFETERIA EMPLOYEE AND STUDENT SUPERVISOR WORKING RESPECTIVELY TEN (10) HOURS OR LESS PER WEEK**

- a) The employee referred to in this article shall be entitled to the salary rate which applies to him or her in accordance with articles 6-1.00, 6-2.00 and 6-3.00.
- b) This salary rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; as regards vacation, the employee shall be entitled to an amount equal to eight percent (8%) of his or her salary.

- c) The vacation indemnity to which the employee is entitled shall be paid on each pay, provided that this complies with the law and applicable regulations.
- 10-2.02 The cafeteria employee who holds a full-time position or a part-time position consisting of more than ten (10) hours per week and who was in the employ of the board on the date of the signing of the agreement shall maintain, subject to Chapter 7-0.00, his or her position and status and shall benefit from the provisions of the agreement relevant to his or her status.
- 10-2.03 The employee referred to in this article shall benefit from the following clauses or articles of the agreement:
- 1-1.01 Objective of the Agreement
 - 1-2.00 The following definitions relevant to his or her status:
 - 1-2.01, 1-2.03, 1-2.04, 1-2.05, 1-2.06,
 - 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11,
 - 1-2.12, 1-2.14, 1-2.17, 1-2.18, 1-2.22,
 - 1-2.24, 1-2.27, 1-2.28, 1-2.29, 1-2.32,
 - 1-2.33
 - 1-3.00 Respect for Human Rights and Freedoms
 - 1-4.00 Sexual Harassment in the Workplace
 - 2-1.01 E) Field of Application
 - 2-2.00 Recognition
 - 3-1.00 Union Representation
 - 3-2.00 Meetings of Joint Committees
 - 3-3.00 Union Releases (clauses 3-3.03 to 3-3.08 inclusively)
 - 3-4.00 Posting
 - 3-5.00 Union Meetings
 - 3-6.00 Union Dues
 - 3-7.00 Union Security
 - 3-8.00 Documentation
 - 4-1.00 Labour Relations Committee
 - 5-4.00 Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Appendix IV of the agreement)
 - 5-8.00 Civil Responsibility
 - 6-1.00 Classification Rules
 - 6-2.00 Determination of Step
 - 6-3.00 Salary
 - 6-5.00 Travel Expenses
 - 6-6.00 Payment of Salary
 - 7-1.03 h) Procedure for Filling a Position which is Permanently Vacant or Newly Created
 - 7-1.06 The second paragraph
 - 7-1.08 The second paragraph
 - 8-4.00 Disciplinary Measures
 - 8-5.00 Health and Safety
 - 8-6.00 Clothing and Uniforms
 - 11-2.00 Local Arrangements
 - 11-3.00 Printing and Translation
 - 11-4.00 Coming into Force of the Agreement
 - 11-5.00 Appendices
 - Appendix I Hourly Rates and Salary Scales
 - Appendix V Parental Rights and Supplementary Unemployment Benefit Plan
- 10-2.04 The payment of amounts due by virtue of this article shall be made according to article 6-6.00 following the presentation of the claim duly signed by the employee. The board shall provide the forms.
- 10-2.05 The employee hired within the framework of this article shall be subject to a sixty (60)-day probation period actually worked during which the board may terminate his or her employment.

10-2.06 During a layoff including a temporary layoff of an employee covered by this article, the board shall proceed by place of work, by class of employment and according to the inverse order of duration of employment.

In the case of a recall, the board shall proceed firstly by place of work, by class of employment and according to the duration of employment of the employees who have been laid off for less than eighteen (18) months and, secondly, by class of employment and by duration of employment according to a list maintained at the board level on which the board registered the employees who were laid off for less than eighteen (18) months and who requested to be registered on the list in writing.

To benefit from this right of recall, the employee must have completed the probation period referred to in clause 10-2.05.

10-2.07 For the purpose of this article, the duration of employment corresponds to the employee's period of employment as of the beginning of his or her employment within the framework of this article.

10-2.08 The employee shall be entitled to the procedure for settling grievances and arbitration when he or she feels wronged as a result of the application of the clauses of this article.

10-3.00 **FOR THE EMPLOYEE WORKING IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD**

10-3.01 The employee working in a day care service under the aegis of a school board shall receive, for each hour worked, the hourly rate determined according to the provisions of Appendix I, the said rate increased by eleven percent (11%) in lieu of all fringe benefits; as regards vacation, he or she shall be entitled to an amount equal to eight percent (8%) of his or her salary.

The vacation indemnity to which the employee is entitled shall be paid to him or her on each pay, provided that this complies with the law and the applicable regulations.

10-3.02 The employee working in a day care service under the aegis of a school board on the date of the signing of the agreement shall maintain the status recognized for him or her prior to the date of the signing of the agreement, insofar as there has been no break in the employment ties.

10-3.03 The employee referred to in this article shall benefit from the following clauses or articles of the agreement:

- 1-1.01 Objective of the Agreement
- 1-2.00 The following definitions relevant to his or her status:
 - 1-2.01, 1-2.03, 1-2.04, 1-2.05, 1-2.06,
 - 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11,
 - 1-2.12, 1-2.14, 1-2.17, 1-2.18, 1-2.22,
 - 1-2.24, 1-2.27, 1-2.28, 1-2.29, 1-2.32,
 - 1-2.33
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment in the Workplace
- 2-1.01 F) Field of Application
- 2-2.00 Recognition
- 3-1.00 Union Representation
- 3-2.00 Meetings of Joint Committees
- 3-3.00 Union Releases (clauses 3-3.03 to 3-3.08 inclusively)
- 3-4.00 Posting
- 3-5.00 Union Meetings
- 3-6.00 Union Dues
- 3-7.00 Union Security

3-8.00	Documentation
4-1.00	Labour Relations Committee
5-4.00	Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Appendix IV of the agreement)
5-7.00	Professional Improvement (paragraphs a) and b) of clause 5-7.02 only)
5-8.00	Civil Responsibility
5-9.00	Leave of Absence without Salary (the terms and conditions relating to the leave of absence for study purposes only)
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-5.00	Travel Expenses
6-6.00	Payment of Salary
7-1.03 h)	Procedure for Filling a Position which is Permanently Vacant or Newly Created
7-1.06	The second paragraph
7-1.08	The second paragraph
8-4.00	Disciplinary Measures
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
11-2.00	Local Arrangements
11-3.00	Printing and Translation
11-4.00	Coming into Force of the Agreement
11-5.00	Appendices
Appendix I	Hourly Rates and Salary Scales
Appendix V	Parental Rights and Supplementary Unemployment Benefit Plan

10-3.04 The payment of amounts due by virtue of this article shall be made according to article 6-6.00 following the presentation of the claim duly signed by the employee. The board shall provide the forms.

10-3.05 If the board decides to fill a position of person-in-charge of a day care service under the aegis of a school board, it shall proceed according to the following order:

- a) It shall choose from among the employees in the day care service concerned who have completed the probation period provided for in clause 10-3.08 and who have requested in writing to be considered for the position, by duration of employment.
- b) It shall choose from among the employees in other day care services who have completed the probation period provided for in clause 10-3.08 and who have requested in writing to be considered for the position.
- c) It shall choose from among the other employees who are entitled to the right of recall by virtue of this article.
- d) Failing this, the board may hire any other person.

10-3.06 The employee who obtains, by application of paragraph a), b) or c) of clause 10-3.05, a position of person-in-charge of a day care service under the aegis of a school board, and for whom this constitutes a promotion, shall undergo a three (3)-month adaptation period. If, during the course of this period, the board determines that this employee has not performed the duties adequately, it shall inform the union and return the employee to his or her former position or lay off the employee, as the case may be.

The employee referred to in paragraph a) or b) of clause 10-3.05 may decide to return to his or her former position within thirty (30) days following the appointment to the position of person-in-charge of a day care service under the aegis of a school board.

The application of the preceding paragraphs shall result in the cancellation of any movement of personnel resulting from the promotion.

- 10-3.07 The employee must have the required qualifications and meet the requirements determined by the board.
- 10-3.08 The employee hired within the framework of this article shall be subject to a sixty (60)-day probation period actually worked during which the board may terminate his or her employment.
- 10-3.09 For the purpose of this article, the duration of employment corresponds to an employee's period of employment which is taken into account as of the beginning of his or her employment within the framework of this article.
- 10-3.10 During a layoff, including the temporary layoff of an employee covered by this article, the board shall proceed by place of work, by class of employment and according to the inverse order of employment.
- In the case of a recall, it shall proceed firstly by place of work, by class of employment and according to the duration of employment of the employees who have been laid off for less than eighteen (18) months and, secondly, by class of employment and by duration of employment according to a list maintained at the board level on which the board registered the employees who were laid off for less than eighteen (18) months and who requested to be registered on the list in writing.
- When the board proceeds with a recall, it shall offer work schedules, according to the duration of employment, by starting with the employee who has the greatest number of working hours.
- To benefit from this right of recall, the employee must have completed the probation period referred to in clause 10-3.08.
- 10-3.11 In the case of the layoff referred to in clause 10-3.10, if two (2) or more employees have an identical duration of employment, the board shall proceed to lay off employees by starting with the employee who has the least number of weekly working hours. This provision shall not oblige the board to assign the other employees who hold a position the same number of weekly working hours as they had previously.
- The same rule shall apply to a recall. However, in this case, the board shall first recall the employee who has the most weekly working hours. This provision shall not oblige the board to assign an employee who has been recalled the same number of weekly working hours as he or she had previously.
- 10-3.12 If, in the course of the year, a number of working hours must be added to those already established, the employees shall choose to add these hours to their work schedule according to the duration of employment insofar as the department's schedules allow it.
- 10-3.13 The board and the union may agree on terms concerning the establishment of work schedules to enable employees to attain a regular workweek of thirty-five (35) hours, when the presence of the students so permits.
- 10-3.14 The employee shall have the right to the procedure for settling grievances and arbitration when he or she feels wronged as a result of the application of the clauses of this article.
- 10-3.15 A) When, in the course of the year, the board decides to fill a definitively vacant position of day care service attendant, it shall offer the position to the attendants in the day care service concerned who have completed the probation period provided for in clause 10-3.08 according to the duration of employment.

- B) When the board decides to fill a temporarily vacant position of a person-in-charge of a day care service or a day care service attendant under the aegis of a school board, it shall offer the position to the attendants in the day care service concerned who have completed the probation period provided for in clause 10-3.08 according to the duration of employment.
- C) During pedagogical days, the board shall offer, if need be, the working hours, by class of employment and according to the duration of employment, to the employees working in the day care service concerned who have completed the probation period provided for in clause 10-3.09.

10-3.16

If the needs of the day care service so permit and with the authorization of the school principal, for each day care service, a period of time devoted to administrative duties and to the planning and preparation of activities shall be included in the schedule of the person-in-charge of a day care service.

For the attendant, a period of time shall be included in his or her schedule to participate in the planning and preparation of activities.

CHAPTER 11-0.00

MISCELLANEOUS PROVISIONS

11-1.00 CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION

- 11-1.01 The union shall notify the board of its choice of a single savings institution or credit union for its members. It shall forward to the board a standard form authorizing deduction.
- 11-1.02 The board shall collaborate in facilitating the actual realization of this initiative.
- 11-1.03 Thirty (30) days after this savings institution or credit union has forwarded the authorizations for deductions to the board, the latter shall deduct, from each salary payment of the employee who has signed such an authorization, the amount that he or she has indicated as a deduction for deposit with the said savings institution or credit union.
- 11-1.04 Thirty (30) days after a written notice to this effect by the employee, the board shall cease to deduct the employee's contribution to the savings institution or credit union.
- 11-1.05 The amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.
- 11-1.06 The list of changes to be made in deductions shall be accepted only between October 1 and 31 and between February 1 and 28 of each year.
- 11-1.07 Article 11-1.00 shall apply, by making the necessary changes to the employee who wishes to purchase government savings bonds.

11-2.00 LOCAL ARRANGEMENTS

- 11-2.01 The board and the union may agree on local arrangements according to the following procedure.
- 11-2.02 No local arrangement may directly or indirectly modify a provision of the agreement which cannot be the subject of a local arrangement.

Between the date of the signing of the agreement and until the replacement of a local arrangement, the parties agree to conform to the provisions of the former local arrangement.
- 11-2.03 Failing a local arrangement on a subject for which the agreement or the Act so provides, the provisions of the agreement shall apply.
- 11-2.04 The board or the union may give an eight (8)-day written notice of its intention to meet the other party for the purpose of discussing the replacement of one or more provisions of the agreement which could be the subject of local arrangements.
- 11-2.05 To be considered valid, any agreement constituting a local arrangement under this article must meet the following requirements:
 - a) it must be in writing;
 - b) the board and the union must sign it through their authorized representatives;
 - c) any article thus modified must appear in the agreement;
 - d) it must be filed in accordance with the provisions of the Labour Code;

- e) the date of the application of the agreement must be stipulated therein and may in no case be prior to the signing of the agreement and, unless otherwise indicated, this agreement shall be in effect until it is replaced or, at the latest, until the coming into force of new stipulations negotiated and agreed to at the national level.
- 11-2.06 No provision of this article may give rise to the right to strike or to lockout nor may it lead to a dispute as defined in the Labour Code.
- 11-2.07 Any local arrangement may be cancelled or replaced by a written agreement between the board and the union. Such agreement must fulfill the requirements of clause 11-2.05.
- 11-2.08 At the union's request, the board shall release, without loss of salary, including premiums, where applicable, or reimbursement, a maximum of two (2) employees designated by the union in order to participate in the joint meetings required to discuss the provisions arising from this article. The employee must notify his or her immediate superior before leaving.
- 11-3.00 **PRINTING AND TRANSLATION**
- 11-3.01 The text of the agreement and the Classification Plan shall be printed at the expense of the CPNCP.
- 11-3.02 The French text shall constitute the official text of the agreement. However, the national negotiating parties shall agree to an English version of the agreement for administrative purposes.
- 11-3.03 The text of the agreement and the Classification Plan shall be translated into English at the expense of the CPNCP. The English version must be made available to English-speaking employees and to the union as quickly as possible.
- 11-4.00 **COMING INTO FORCE OF THE AGREEMENT**
- 11-4.01 The agreement shall come into force on the date it is signed and shall not have any retroactive effect.
- 11-4.02 Strikes and lockouts shall be forbidden to every employee as of the date of the signing of the agreement and as long as the right to strike and to lockout has not been acquired in accordance with the provisions of the Labour Code.
- 11-4.03 The time limits provided for in the procedure for settling grievances shall be extended until such time as the national negotiating union party has received copies of the agreement in a quantity sufficient to permit a distribution to its members governed by this agreement.
- 11-4.04 The agreement shall expire on June 30, 1998.

However, the working conditions provided for in the agreement shall continue to apply until the signing of a new agreement.
- 11-4.05 For the employees in the employ of the board on the date of signing the agreement, the amounts due by virtue of the application of clause 11-4.01 shall be paid within sixty (60) days of that date.

11-4.06 For the employees in the employ of the board between July 1, 1995 and the date on which the agreement is signed and who are no longer in the employ of the board on that date, the board shall provide the union with a list of these employees within ninety (90) days of the date of the signing of the agreement and shall indicate their last known address.

The employee concerned must make a request in writing to this effect to the board within sixty (60) days of the preparation of the list. In the event of the employee's death, the request must be made by his or her beneficiaries.

The amounts due by virtue of clause 11-4.01 shall be paid within ninety (90) days following the preparation of the list of such employees for the union.

11-4.07 The board shall provide the employees with a summary of the calculation of their retroactivity; a copy thereof shall be forwarded to the union. The summary shall be provided at the same time as the payment of retroactivity.

11-5.00 **APPENDICES**

11-5.01 The appendices and letters of agreement shall constitute an integral part of the agreement.

11-6.00 **INTERPRETATION OF TEXTS (Protocol)**

11-6.01 For the purposes of the wording of the new agreement, the national negotiating parties have agreed to use the feminine and masculine genders in all designations of persons. To this end, the parties have established the rules of drafting that are found in Appendix IX.

11-6.02 The application of these rules does not have the effect of modifying the rights and benefits which would have applied had the text been written in the masculine gender and, unless the context is to the contrary, may not have the effect of granting different rights or benefits to women or to men.

11-6.03 For the purposes of this agreement, the use of a fax shall constitute, in every case, a valid mode of transmission of a written notice.

11-6.04 The expression "1989-1991 collective agreement" signifies the 1989-1991 agreement and its extensions.

IN WITNESS WHEREOF, the parties to this agreement have signed in Québec on this 12th day of January 1996.

EMPLOYER BARGAINING COMMITTEE FOR PROTESTANT SCHOOL BOARDS, PROTESTANT CONFSSIONAL SCHOOL BOARDS AND DISSIDENT SCHOOL BOARDS FOR PROTESTANTS (CPNCP)

FOR THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC (CEQ) POUR LE COMPTE DES SYNDICATS D'EMPLOYÉES ET D'EMPLOYÉS DE SOUTIEN REPRÉSENTÉE PAR SON AGENT NÉGOCIATRICE, LA FÉDÉRATION DU PERSONNEL DE SOUTIEN (FPS)

(signed) Jean Garon

Jean Garon
Ministre de l'Éducation

(signed) Lorraine Pagé

Lorraine Pagé
President, CEQ

(signed) Terence Léger

Terence Léger
President, CPNCP

(signed) Claire Lalande

Claire Lalande
Coordinator, CEQ

(signed) Georges-Noël Fortin

Georges-Noël Fortin
Vice-president, CPNCP

(signed) Renée Dallaire

Renée Dallaire
President, FPS

(signed) Elizabeth Annesley

Elizabeth Annesley
President, QSBA

(signed) Joanne Quévillon

Joanne Quévillon
Vice-president, FPS
(Secteur des commissions scolaires)

(signed) Peter Drysdale

Peter Drysdale
Negotiator, QSBA

(signed) Joanne Gagnon

Joanne Gagnon
Negotiator, FPS

(signed) Michel Bouchard

Michel Bouchard
Negotiator, MEQ

(signed) Lise Beauchamp

Lise Beauchamp
Negotiator, FPS

(signed) Suzanne Roch

Suzanne Roch
Negotiator, FPS

(signed) Marcel Duhaime

Marcel Duhaime
Spokesperson (FPS-CEQ)

APPENDIX I

HOURLY RATES AND SALARY SCALES
FOR THE PERIODS:

° FROM 1995-07-01 TO 1996-12-31

AND

° FROM 1997-01-01 TO 1997-12-31

AND

° AS OF 1998-01-01

HOURLY RATES AND SALARY SCALES

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HOURLY RATES AND SALARY SCALES

I- CATEGORY OF TECHNICAL SUPPORT POSITIONS

I-1 Subcategory of Technical Positions

CLASS Nurse

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	15.72	15.88	16.04
02	16.26	16.42	16.58
03	16.75	16.92	17.09
04	17.26	17.43	17.60
05	17.80	17.98	18.16
06	18.34	18.52	18.71
07	18.93	19.12	19.31
08	19.51	19.71	19.91
09	20.23	20.43	20.63
10	20.96	21.17	21.38
11	21.81	22.03	22.25
12	22.84	23.07	23.30

CLASSES Audiovisual Technician
 Documentation Technician
 Braille Technician
 Recreational Activities Technician
 Psychometry Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	13.29	13.42	13.55
02	13.81	13.95	14.09
03	14.28	14.42	14.56
04	14.80	14.95	15.10
05	15.34	15.49	15.64
06	15.89	16.05	16.21
07	16.42	16.58	16.75
08	17.08	17.25	17.42
09	17.72	17.90	18.08
10	18.37	18.55	18.74
11	19.03	19.22	19.41
12	19.73	19.93	20.13

CLASSES Administration Technician
 Graphic Arts Technician
 School Transportation Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	13.51	13.65	13.79
02	13.98	14.12	14.26
03	14.54	14.69	14.84
04	15.06	15.21	15.36
05	15.64	15.80	15.96
06	16.21	16.37	16.53
07	16.86	17.03	17.20
08	17.49	17.66	17.84
09	18.15	18.33	18.51
10	18.81	19.00	19.19
11	19.51	19.71	19.91
12	20.29	20.49	20.69

CLASS Food Management Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	14.94	15.09	15.24
02	15.41	15.56	15.72
03	15.86	16.02	16.18
04	16.30	16.46	16.62
05	16.77	16.94	17.11
06	17.28	17.45	17.62
07	17.73	17.91	18.09
08	18.22	18.40	18.58
09	18.76	18.95	19.14
10	19.29	19.48	19.67
11	19.91	20.11	20.31
12	20.46	20.66	20.87

CLASSES Social Work Technician
Laboratory Technician
Building Technician
Electronics Technician
Vocational Training Technician
School Organization Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	14.61	14.76	14.91
02	15.07	15.22	15.37
03	15.53	15.69	15.85
04	16.02	16.18	16.34
05	16.53	16.70	16.87
06	17.03	17.20	17.37
07	17.55	17.73	17.91
08	18.11	18.29	18.47
09	18.66	18.85	19.04
10	19.25	19.44	19.63
11	19.85	20.05	20.25
12	20.46	20.66	20.87

CLASS Special Education Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	14.61	14.76	14.91
02	15.07	15.22	15.37
03	15.53	15.69	15.85
04	16.02	16.18	16.34
05	16.53	16.70	16.87
06	17.03	17.20	17.37
07	17.55	17.73	17.91
08	18.11	18.29	18.47
09	18.66	18.85	19.04
10	19.25	19.44	19.63
11	19.85	20.05	20.25
12	20.46	20.66	20.87

CLASS Data Processing Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	15.29	15.44	15.59
02	15.81	15.97	16.13
03	16.31	16.47	16.63
04	16.85	17.02	17.19
05	17.40	17.57	17.75
06	17.96	18.14	18.32
07	18.54	18.73	18.92
08	19.16	19.35	19.54
09	19.79	19.99	20.19
10	20.43	20.63	20.84
11	21.10	21.31	21.52
12	21.79	22.01	22.23

CLASS Data Processing Technician, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to 1996-12-31	1997-01-01 to 1997-12-31	as of 1998-01-01
	\$	\$	\$
01	18.29	18.47	18.65
02	18.92	19.11	19.30
03	19.51	19.71	19.91
04	20.22	20.42	20.62
05	20.90	21.11	21.32
06	21.59	21.81	22.03
07	22.41	22.63	22.86
08	23.19	23.42	23.65
09	24.00	24.24	24.48

I-2 Subcategory of Paratechnical Positions

CLASS Laboratory Attendant

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68
05	13.73	13.87	14.01

CLASS Draftsman

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.23	13.36	13.49
04	13.62	13.76	13.90
05	14.07	14.21	14.35
06	14.53	14.68	14.83
07	15.00	15.15	15.30
08	15.45	15.60	15.76

CLASS Medical Assistant (or those possessing a diploma in Health, Assistance and Nursing Care)

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.56	12.69	12.82
02	12.93	13.06	13.19
03	13.36	13.49	13.62
04	13.82	13.96	14.10
05	14.22	14.36	14.50
06	14.68	14.83	14.98
07	15.19	15.34	15.49
08	15.66	15.82	15.98
09	16.21	16.37	16.53
10	16.81	16.98	17.15

CLASS School Transportation Inspector

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	13.18	13.31	13.44
02	13.57	13.71	13.85
03	13.97	14.11	14.25
04	14.40	14.54	14.69
05	14.83	14.98	15.13
06	15.27	15.42	15.57
07	15.72	15.88	16.04
08	16.19	16.35	16.51
09	16.67	16.84	17.01

CLASS Offset Duplicator Operator

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.93	13.06	13.19
03	13.32	13.45	13.58
04	13.79	13.93	14.07
05	14.16	14.30	14.44
06	14.61	14.76	14.91
07	15.06	15.21	15.36

CLASS Offset Duplicator Operator, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	14.61	14.76	14.91
02	15.09	15.24	15.39
03	15.53	15.69	15.85
04	16.03	16.19	16.35
05	16.56	16.73	16.90

CLASS Data Processing Operator, class II

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.89	13.02	13.15
03	13.26	13.39	13.52
04	13.67	13.81	13.95
05	14.07	14.21	14.35
06	14.48	14.62	14.77

CLASS Data Processing Operator, class I

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	13.90	14.04	14.18
02	14.40	14.54	14.69
03	14.91	15.06	15.21
04	15.49	15.64	15.80
05	16.04	16.20	16.36
06	16.65	16.82	16.99

CLASS Data Processing Operator, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	16.65	16.82	16.99
02	17.22	17.39	17.56
03	17.82	18.00	18.18
04	18.38	18.56	18.75
05	19.02	19.21	19.40
06	19.65	19.85	20.05
07	20.32	20.52	20.73

CLASS Photographer

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.95	13.08	13.21
03	13.40	13.53	13.67
04	13.86	14.00	14.14
05	14.33	14.47	14.61
06	14.83	14.98	15.13
07	15.34	15.49	15.64

CLASS Attendant for Handicapped Students

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.89	13.02	13.15
03	13.26	13.39	13.52
04	13.67	13.81	13.95
05	14.07	14.21	14.35
06	14.48	14.62	14.77

CLASS Day Care Service Attendant

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68
05	13.73	13.87	14.01

CLASS Binder

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
	15.64	15.80	15.96

CLASS Person-in-Charge of a Day Care Service

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.96	13.09	13.22
02	13.37	13.50	13.64
03	13.78	13.92	14.06
04	14.19	14.33	14.47
05	14.62	14.77	14.92
06	15.07	15.22	15.37
07	15.53	15.69	15.85
08	16.02	16.18	16.34

CLASS Student Supervisor

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68
05	13.73	13.87	14.01

CLASS Swimming Pool Supervisor

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.89	13.02	13.15
03	13.26	13.39	13.52
04	13.67	13.81	13.95
05	14.07	14.21	14.35
06	14.48	14.62	14.77

II- CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

CLASS Office Agent, class II

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68

CLASS Office Agent, class I

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	13.40	13.53	13.67
02	13.86	14.00	14.14
03	14.33	14.47	14.61
04	14.83	14.98	15.13
05	15.34	15.49	15.64

CLASSES Office Agent, principal class
Buyer

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	15.64	15.80	15.96
02	16.11	16.27	16.43
03	16.64	16.81	16.98
04	17.20	17.37	17.54
05	17.72	17.90	18.08
06	18.22	18.40	18.58

CLASS Office Assistant

Week: 35 hours

STEP	RATE	RATE	RATE
	1995-07-01 to 1996-12-31	1997-01-01 to 1997-12-31	as of 1998-01-01
	\$	\$	\$
01	12.45	12.57	12.70

CLASS Data Processing Assistant

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to 1996-12-31	1997-01-01 to 1997-12-31	as of 1998-01-01
	\$	\$	\$
01	12.45	12.57	12.70
02	12.81	12.94	13.07

CLASS Data Processing Assistant, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to 1996-12-31	1997-01-01 to 1997-12-31	as of 1998-01-01
	\$	\$	\$
01	13.32	13.45	13.58
02	13.81	13.95	14.09
03	14.22	14.36	14.50
04	14.68	14.83	14.98
05	15.19	15.34	15.49

CLASS Storekeeper, class II

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68

CLASS Storekeeper, class I

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	13.64	13.78	13.92
02	14.12	14.26	14.40
03	14.57	14.72	14.87
04	15.06	15.21	15.36
05	15.56	15.72	15.88

CLASS Storekeeper, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	15.53	15.69	15.85
02	16.09	16.25	16.41
03	16.64	16.81	16.98
04	17.20	17.37	17.54
05	17.73	17.91	18.09
06	18.33	18.51	18.70
07	18.95	19.14	19.33

CLASS Secretary

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to 1996-12-31	1997-01-01 to 1997-12-31	as of 1998-01-01
	\$	\$	\$
01	12.51	12.64	12.77
02	12.89	13.02	13.15
03	13.26	13.39	13.52
04	13.67	13.81	13.95
05	14.07	14.21	14.35
06	14.48	14.62	14.77

CLASS School Secretary

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to 1996-12-31	1997-01-01 to 1997-12-31	as of 1998-01-01
	\$	\$	\$
01	13.78	13.92	14.06
02	14.19	14.33	14.47
03	14.62	14.77	14.92
04	15.07	15.22	15.37
05	15.53	15.69	15.85
06	16.02	16.18	16.34

CLASS Executive Secretary

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to 1996-12-31	1997-01-01 to 1997-12-31	as of 1998-01-01
	\$	\$	\$
01	14.62	14.77	14.92
02	15.07	15.22	15.37
03	15.53	15.69	15.85
04	16.02	16.18	16.34

CLASS Telephone Operator

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37

III- CATEGORY OF LABOUR SUPPORT POSITIONS

III-1 Subcategory of Qualified Workman Positions

Week: 38.75 hours

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Trade Apprentice:			
1st year	12.45	12.57	12.70
2nd year	12.84	12.97	13.10
3rd year	13.30	13.43	13.56
4th year	13.73	13.87	14.01
Bricklayer-Mason:			
	16.02	16.18	16.34
Chief Electrician:			
	18.53	18.72	18.91
Cabinetmaker:			
	17.43	17.60	17.78
Electrician:			
	17.43	17.60	17.78
Metal Worker-Roofers:			
	16.02	16.18	16.34
Master Pipe Mechanic:			
	18.53	18.72	18.91
Mechanic, class II:			
	16.21	16.37	16.53

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Mechanic, class I:			
	17.43	17.60	17.78
Office Equipment Mechanic:			
	17.60	17.78	17.96
Stationary Engineer, class IV:			
	14.48	14.62	14.77
Stationary Engineer, class III:			
	16.02	16.18	16.34
Stationary Engineer, class II:			
	17.60	17.78	17.96
Stationary Engineer, class I:			
	18.19	18.37	18.55
Carpenter:			
	16.67	16.84	17.01
Certified Maintenance Workman:			
	16.67	16.84	17.01
Painter:			
	15.46	15.61	15.77
Plasterer:			
	16.02	16.18	16.34

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
Locksmith:	\$	\$	\$
	15.86	16.02	16.18
Welder:			
	17.43	17.60	17.78
Specialized Shop Mechanic:			
	17.43	17.60	17.78
Pipe Fitter:			
	17.43	17.60	17.78
Glazier-Installer-Mechanic:			
	16.02	16.18	16.34

III-2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Trades Helper:			
	13.73	13.87	14.01
General Kitchen Helper:			
	12.81	12.94	13.07
Butcher:			
	16.02	16.18	16.34
Laundryman:			
	13.11	13.24	13.37
Heavy Vehicle Driver's Assistant:			
	13.41	13.54	13.68
Light Vehicle Driver:			
	13.41	13.54	13.68
Heavy Vehicle Driver:			
	15.34	15.49	15.64
Cook, class III:			
	14.49	14.63	14.78
Cook, class II:			
	16.02	16.18	16.34
Cook, class I:			
	16.67	16.84	17.01

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Guard:	12.81	12.94	13.07
Gardener:	14.48	14.62	14.77
Boiler and Refrigeration Equipment Operator:	13.73	13.87	14.01
Caretaker (less than 9 275 m ²):	14.31	14.45	14.59
Caretaker (9 275 m ² or more):	15.76	15.92	16.08
Night Caretaker (less than 9 275 m ²):	13.95	14.09	14.23
Night Caretaker (9 275 m ² or more):	15.20	15.35	15.50
Maintenance Workman, class III (Domestic Help):	12.45	12.57	12.70
Maintenance Workman, class II (Assistant Caretaker, Labourer):	13.11	13.24	13.37
Maintenance Workman, class I (Window Installer, Tile Setter, Sander):	14.31	14.45	14.59

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Pastrycook:	15.46	15.61	15.77

APPENDIX II

MOVING EXPENSES

1. The provisions of this appendix aim to determine that to which the employee, who can benefit from a reimbursement of his or her moving costs, is entitled as moving expenses within the framework of relocation as provided for in article 7-3.00.
2. Moving expenses shall not be applicable to the employee unless the Provincial Relocation Bureau accepts that the relocation of this employee necessitates his or her moving.

Moving shall be deemed necessary if it takes place and if the distance between the employee's new place of work and his or her former domicile is greater than sixty-five (65) kilometres.

Transportation Costs of Furniture and of Personal Effects

3. The board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the wrapping, unwrapping and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he or she supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
4. However, the board shall not pay the cost of transporting the employee's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, a canoe, etc. shall not be reimbursed by the board.

Storage

5. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new domicile, the board shall pay the costs of storing the employee's furniture and personal effects and those of his or her dependents, for a period not exceeding two (2) months.

Concomitant Moving Expenses

6. The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any married employee who is displaced or of two hundred dollars (\$200) if he or she is single, in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the employee is assigned to a location where complete facilities are placed at his or her disposal by the board.

Nevertheless, the seven hundred and fifty dollar (\$750)-moving allowance payable to the displaced married employee is also payable to the single employee who maintains a domicile.

Compensation for Lease

7. The employee referred to in paragraph 1 shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one (1) month's rent. If there is a lease, the board shall indemnify the employee who must terminate his or her lease and for which the landlord demands compensation to a maximum of three (3) months' rent. In both cases, the employee must attest that the landlord's request is well-founded and present supporting vouchers.
8. If the employee chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublet shall be assumed by the board.

Reimbursement of Expenses Inherent to the Sale of a House

9. The board shall reimburse, relative to the sale of the relocated employee's principal house-residence, the following expenses:
 - a) the real estate agent's fees upon presentation of the contract with the real estate agent immediately after its passing, of the sales contract and the account of the agent's fees;
 - b) the cost of notarized deeds chargeable to the employee for the purchase of a house for the purpose of residence at his or her assignment on the condition that the employee is already the proprietor of his or her house at the time of the transfer and that the said house be sold;
 - c) the penalty for breach of mortgage, if need be;
 - d) the proprietor's transfer tax payable to the municipality, if need be.
10. When the house of the relocated employee, although it has been put up for sale at a reasonable price, is not sold at the time when the employee must enter a new agreement for lodging, the board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse, for a period not exceeding three (3) months, the following expenses:
 - a) municipal and school taxes;
 - b) the interest on the mortgage;
 - c) the cost of the insurance premium.
11. In the case where a relocated employee chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden due to the fact that his or her principal house-residence is not rented at the time when he or she must assume new obligations to live in the area of his or her assignment. The board shall pay the employee, for the period in which his or her principal house-residence is not rented, the amount of his or her new rent, up to a period of three (3) months, upon presentation of the leases. Moreover, the board shall reimburse the employee for the reasonable costs of advertisement and the costs of no more than two (2) trips incurred for the renting of his or her principal house-residence, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.

Travel and Accommodation Expenses

12. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall reimburse the employee for his or her accommodation expenses for himself or herself and his or her family in accordance with the regulation concerning travel expenses in effect at the board, for a period not exceeding two (2) weeks.
13. If the move is delayed with the authorization of the board, or if the married employee's family is not relocated immediately, the board shall assume the employee's transportation costs to visit his or her family every two (2) weeks, up to five hundred (500) kilometres, if the distance to be covered is equal to or less than five hundred (500) kilometres return trip, and, once a month if the return trip to be covered exceeds five hundred (500) kilometres, up to a maximum of sixteen hundred (1600) kilometres.
14. The reimbursement of moving expenses provided for in this appendix shall be made within sixty (60) days of the employee's presentation of supporting vouchers to the board that engages such employee.

APPENDIX III

LEAVE WITH DEFERRED SALARY

CONTRACT SIGNED

BETWEEN

_____ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED THE EMPLOYEE

I- Duration of Contract

This contract shall come into force on _____ and shall expire on _____.

It may expire on a different date under the circumstances and according to the terms and conditions provided for in sections V to XI herein.

II- Duration of Leave and Certain Inherent Terms and Conditions

- a) The duration of the leave shall be _____, that is, from _____ to _____.
- b) On returning to the board, the employee shall be reinstated in his or her position. If his or her position was abolished or if the employee was transferred in accordance with the agreement, the employee shall be entitled to the benefits he or she would have received had he or she been at work.
- c) In the case of the employee in surplus who is relocated to another employer during the term of this contract, the contract shall be transferred to the new employer, unless the latter refuses, in which case the provisions of section V herein shall apply; however, the board, in applying section V, shall not claim any money from the employee who must reimburse the board with which he or she signed this contract.

- d) The duration of the leave must be for at least six (6) consecutive months and cannot be interrupted under any circumstances regardless of the duration provided for in clause 5-10.05
- e) During the leave, the employee cannot receive any other remuneration from the board or from another person or company with which the board has ties than the amount corresponding to the percentage of his salary determined in section III for the duration of the contract.
- f) Notwithstanding any benefit and condition from which the employees may benefit during the contract, the leave must start no later than six (6) years from the date on which the employee's salary began to be deferred.

III- Salary

During each of the years referred to in this contract, the employee shall receive _____% of the salary he or she would have received under the agreement.

(The percentage applicable is indicated in clause 5-10.05 of the agreement.)

IV- Benefits

- a) During each of the years of this contract, the employee shall benefit, insofar as he or she is normally entitled to it, to the following:
 - life insurance plan;
 - health insurance plan, provided that he or she pays his or her share;
 - accumulation of redeemable sick-leave days, where applicable, according to the percentage of the salary to which he or she is entitled under the provisions of section III;
 - accumulation of seniority;
 - accumulation of experience.
- b) During the leave, the employee shall not be entitled to any of the premiums provided for in the agreement. During each of the other months of this contract, he or she shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his or her salary by virtue of the provisions of section III.
- c) For the purposes of vacation, the leave shall constitute active service. It shall be understood that, during the term of the contract, including the leave, vacation shall be remunerated at the salary rate provided for in section III herein. The vacation deemed used during the leave shall be in proportion to the duration of the leave.
- d) Each of the years referred to in this contract shall apply as a period of service for the purposes of the pension plans presently in force and the average salary shall be determined on the basis of the salary that the employee would have received had he or she not taken part in the leave with deferred salary.
- e) During each of the years contemplated by this contract, the employee shall be entitled to all the other benefits of his or her agreement which are not incompatible with the provisions of this contract.
- f) The board shall maintain its contribution to the Québec Pension Plan, Unemployment Insurance, Québec Health Insurance Plan and the Occupational Health and Safety Plan for the duration of the leave.

V- Retirement, Withdrawal or Resignation of the Employee

In the event of the retirement, withdrawal or resignation of the employee, this contract shall expire on the date of such retirement, withdrawal or resignation under the conditions described hereinafter:

A) The employee has already benefited from a leave (salary paid in excess).

The employee shall reimburse⁽¹⁾ the board an amount equal to the difference between the salary received during the contract and the salary to which he or she would be entitled for the same period had his or her leave not been remunerated.

A reimbursement shall not include any interest.

B) The employee has not benefited from a leave (salary not paid).

The board shall reimburse the employee, for the term of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the agreement had he or she not signed the contract and the salary received, without interest, by virtue of this contract.

C) The leave is in progress.

The amount owing by one party or the other shall be calculated in the following manner:

Salary received by the employee during the term of the contract minus the salary to which he or she would have been entitled for the same period if his or her leave (elapsed period) had not been remunerated. If the result obtained is positive, the employee shall reimburse the amount to the board; if the result obtained is negative, the board shall reimburse the amount to the employee.

A reimbursement shall not include any interest.

VI- Layoff or Dismissal of Employee

In the event of the layoff or dismissal of the employee, this contract shall expire on the effective date of such layoff or dismissal. The conditions provided for in paragraphs A), B) or C) of section V shall then apply.

VII- Leave without Salary

During the term of the contract, the total of one or more leaves without salary authorized in accordance with the agreement cannot exceed twelve (12) months. In this case, the duration of this contract shall be extended accordingly.

However, if the total of one or more leaves without salary exceeds twelve (12) months, the agreement shall expire on the twelfth (12th) month and the provisions of section V of this contract shall apply.

VIII- Placement in Surplus of Employee

In the case of the employee who is placed in surplus during the contract, he or she shall continue to participate in the plan.

In the case of the employee who is relocated to another employer in the education sector, paragraph c) of section II herein concerning the relocated employee shall apply.

⁽¹⁾ The board and the employee may agree on the terms and conditions of reimbursement.

IX- Death of the Employee

In the event of the employee's death during the term of this contract, the contract shall expire on the date of the employee's death and the conditions provided for in section V shall apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

X- Disability

A) Disability develops during the leave

For the purposes of applying the provisions of clause 5-3.32, disability shall be considered as beginning on the date the employee returns to work and not during the leave.

However, he or she shall be entitled, during his or her leave, to the salary according to the percentage determined in this contract.

At the end of the leave, if the employee is still disabled, he or she would be entitled to an income benefit resulting from the application of the provisions of clause 5-3.32 based on the salary determined in this contract. Should the employee still be disabled at the expiry of this contract, he or she shall receive an income benefit based on his or her regular salary.

B) Disability develops after the employee has benefited from his or her leave

The employee shall continue to participate in this contract and the income benefit resulting from the application of the provisions of clause 5-3.32 shall be based on the salary determined in this contract. Should he or she still be disabled at the expiry of this contract, he or she shall then receive an income benefit based on his or her regular salary.

C) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place

In this case, the employee concerned may avail himself or herself of one of the following choices:

- a) He or she may continue to participate in this contract and defer the leave until such time as he or she is no longer disabled. The employee shall then receive his or her income benefit resulting from the application of the provisions of clause 5-3.32 on the basis of the salary determined in this contract.

In the event that the disability still exists during the last year of the contract, the contract may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, the employee shall be entitled to the income benefit resulting from the application of the provisions of clause 5-3.32 based on his or her regular salary.

- b) He or she may terminate the contract and thus receive the salary that has not been paid (paragraph B) of section V). The income benefit resulting from the application of the provisions of clause 5-3.32 shall be based on his or her regular salary.

D) The disability lasts for more than two (2) years

At the end of the two (2)-year period, this contract shall expire and the conditions provided for in section V shall then apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

XI- Employment Injury or Work Accident

In the case of an employment injury or work accident, the provisions of article 7-4.00 shall apply on the date of the employment injury or work accident; the employee may avail himself or herself of one of the following choices:

- a) Interrupt the contract until he or she returns to work; however, the contract shall expire after a two (2)-year interruption period and the provisions of section V herein shall apply.
- b) Terminate the contract on the date of the employment injury or work accident, the provisions of section V herein shall then apply.

XII- Maternity Leave (20 weeks) and Leave for Adoption (10 weeks)

- a) If the maternity leave or leave for adoption takes place before or after the leave is taken, the employee shall interrupt his or her participation for a maximum period of twenty (20) weeks or ten (10) weeks, as the case may be; the contract shall then be extended accordingly, the provisions of article 5-4.00 shall apply, and the benefits provided for in this article shall be established on the basis of the regular salary.
- b) However, if the maternity leave or leave for adoption takes place before the leave is taken, the employee may terminate this contract and thus receive the salary that has not been paid (paragraph B) of section V). The benefits provided for in article 5-4.00 shall be based on his or her regular salary.

IN WITNESS WHEREOF, the parties signed in _____ on this _____ day of the month of _____ 19__.

FOR THE SCHOOL BOARD

EMPLOYEE'S SIGNATURE

cc.: Union

APPENDIX IV

**PARENTAL RIGHTS
CHAPTER 10-0.00**

This appendix shall apply to the temporary employee referred to in subparagraph b) of paragraph B) of clause 2-1.01 and to the employees covered by articles 10-1.00, 10-2.00 and 10-3.00 of the agreement whose period of engagement as provided for in these articles is for six (6) months or more.

The employees referred to in this appendix shall benefit from article 5-4.00 of the agreement subject to the following terms and conditions:

- a) To be eligible for maternity leave, the employee must have worked at the board for at least twenty (20) weeks during the twelve (12) months preceding the leave.
- b) The employee shall benefit from parental rights only for the period during which he or she would have actually worked.
- c) Following a written request presented to the board at least two (2) weeks in advance, the employee who wishes to extend her maternity leave shall benefit from a full-time leave of absence without salary for the remainder of the fiscal year already begun; the leave may be renewed with the board's consent.
- d) For these employees, the special leave provided for in clause 5-4.18 B) of the agreement shall be without salary, subject to salary maintenance for the four (4) days to which the employee may be entitled, where applicable, by virtue of clause 5-4.19.
- e) For the purpose of applying paragraph d) of clause 5-4.11, the twenty (20)-week period prior to the employee's maternity leave shall exclude all layoffs when calculating the average basic weekly salary.
- f) Following a written request presented to the board at least two (2) weeks in advance, the employee who wishes to extend his paternity leave and the employee who wishes to extend either one of the leaves for adoption shall benefit from paragraph a) of clause 5-4.25 according to the terms and conditions prescribed.

APPENDIX V

**PARENTAL RIGHTS AND
SUPPLEMENTARY UNEMPLOYMENT BENEFIT PLAN**

The government shall undertake to guarantee that, as of the date of the signing of the agreement, the employee may receive, during her maternity leave, the full or partial compensation payable by the board by virtue of Section II of article 5-4.00 of the agreement, regardless of the modifications made to the eligibility criteria for unemployment insurance which could arise after that date but on the condition that the foregoing is admissible under the supplementary unemployment benefit plan.

Moreover, the national negotiating parties shall meet to discuss any problem which could arise as a result of the following:

- a) if Human Resources Development Canada were to have additional requirements with respect to the final written authorization allowing the plan to be registered as a supplementary unemployment benefit;
- b) if, thereafter, Human Resources Development Canada were to modify its requirements during the life of the collective agreement.

It shall be understood that these discussions shall not constitute a reopening of the agreement.

Should any modification occur in the federal unemployment insurance plan with respect to parental rights, it shall be understood that the parties shall meet to discuss the possible impact of the modifications on the parental rights plan.

Moreover, in the event of modifications or new regulations concerning labour standards with respect to parental rights, it shall be understood that the parties shall meet to discuss the possible impact of these modifications on the parental rights plan.

APPENDIX VI

LETTER OF INTENTION CONCERNING RETIREMENT PLANS

1.00 The government shall undertake to adopt the necessary decrees and to propose to the National Assembly the adoption of the necessary legislative provisions regarding the Act respecting the RREGOP in order to make the modifications provided for in articles 2.00 and 3.00 and the Acts respecting the RRE and the RRF in order to make the modifications provided for in paragraphs C) and D) of article 2.01, and in articles 2.03 and 3.00 herein.

2.00 AMENDMENTS TO RREGOP

2.01 As of January 1, 1996, the Government and Public Employees Retirement Plan (RREGOP) shall be amended in order to introduce the following benefits:

A) Introduction of new permanent eligibility criteria for retirement without actuarial reduction:

- 55 years of age and 35 years of service;
- 60 years of age and 20 years of service.

Moreover, the rate of 0.5% per month prescribed in section 38 of the RREGOP shall be replaced by 1/3 of 1% per month, that is, 4% per year instead of 6%.

B) The maximum number of years of service for the purposes of calculating a RREGOP annuity shall be 35 years as of January 1, 1996. As of that date, the participant who has reached or exceeded the ceiling of 35 years of service shall cease to contribute and to accumulate service. The salary received in previous years shall be taken into account for the purposes of calculating the average pensionable salary.

C) Cancellation or decrease in actuarial reduction upon retirement

For the duration of this collective agreement and, within the framework of retirement incentives, any person covered by the plan who is entitled to an annuity with actuarial reduction at the time of retirement may offset in whole or in part such actuarial reduction by paying the entire cost owing to CARRA in accordance with the actuarial hypotheses and methods determined by law.

The negotiating parties could agree on an extension of such a measure at the time of the renewal of the collective agreement.

D) The participant who stops working and who is entitled to a deferred annuity at the time of the request, may, after 210 days, request a transfer to a locked-in retirement account of the higher amount between:

- 1° the total amount of his or her contributions with accumulated interest, if need be, until he or she ceases to be a participant, and;
- 2° the actuarial value of the deferred pension, indexed or not, determined on that same date, in accordance with the actuarial hypotheses and methods determined by law.

The participant concerned could request the transfer insofar as he or she is not eligible for an immediate annuity (with or without reduction) at the time of the request.

If he or she returns to pensionable employment and again participates in the plan for at least three (3) months, he or she may have to remit the amounts received upon his or her departure, including the interest accrued under the plan since that date (calculated on the basis of the rates prescribed in Schedule VI of the Act respecting the RREGOP).

This measure shall only apply to persons covered by the plan as of the coming into force of the measure.

- E) The date prescribed in section 87 of the Act respecting the RREGOP shall be replaced by July 1, 1998.

2.02 The contribution rate of participants to the plan shall be increased from 7.68% to 7.95% as of January 1, 1996.

2.03 A full year of service and an equivalent pensionable salary shall be recognized for every full-time person covered by an agreement dealing with the organization of working time provided that the required contributions of both the employer and the participant be paid to CARRA.

3.00 PROGRESSIVE RETIREMENT

The progressive retirement program presently in force shall be maintained under the existing conditions, except for the maximum duration of the program which is extended from 3 to 5 years.

4.00 GRADUAL RETIREMENT

The negotiating parties shall mandate the CARRA Pension Committee to set up an ad hoc committee composed of representatives of the government and of the unions to pursue the work already begun with respect to gradual retirement, the results of which are contained in a report dated February 1993.

The committee shall reexamine and complete the portion of the study dealing with the working conditions of retired persons who would avail themselves of such a program and shall analyze the tax problems related to gradual retirement.

While taking into account its available resources, CARRA may be required to update certain data as determined by the committee. The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the negotiating parties.

5.00 RETURN TO WORK OF CERTAIN RETIRED PERSONS

The negotiating parties shall mandate the CARRA Pension Committee to set up an ad hoc committee composed of representatives of the government and of the unions to:

- recommend solutions to the problems experienced by those persons who retired within the framework of the temporary retirement measures and who then returned to work;
- identify rules for the harmonization of terms and conditions governing the return to work of retired persons under the RREGOP, the RRE and the RRF so as to better inform participants and retired persons as well as to facilitate the administration by CARRA and the employers;

- introduce, if possible, one or more measures designed to limit the return to work to those persons who have retired, subject to the terms and conditions to be agreed upon in accordance with the gradual retirement program.

The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the negotiating parties.

6.00 MISCELLANEOUS

The negotiating parties shall mandate the CARRA Pension Committee to set up one or more committees to analyze and make recommendations concerning the following problem areas:

- 6.01 Problems related to layoffs of a cyclical nature regarding the nonaccumulation of service for retirement purposes by the persons affected by the layoff periods.
- 6.02 Problems related to the minimum 28-day period in which to redeem leave without pay.
- 6.03 Possibility of introducing, without any cost for the plan, measures allowing every participant in the plan, on or after January 1, 1996, to request the payment of his or her deferred annuity when he or she reaches 55 years of age.
- 6.04 Implementation of measures designed to use asset surplus of pension credits in order to decrease the actuarial reduction applicable to pension credit.
- 6.05 Analysis of certain adjustments made to the terms and conditions respecting progressive retirement.
- 6.06 Possibility of revoking the date prescribed in section 87 of the Act respecting the RREGOP.
- 6.07 Nondiscrimination of the fringe benefits as to the recommendations of the ad hoc committee on the nondiscrimination of fringe benefits.

Moreover, the parties shall agree that the amendments which will be made to the acts, where applicable, may not increase the cost of the plans.

- 6.08 The income replacement level at retirement as well as its growth with respect to inflation as to the recommendations of the ad hoc committee on retirement income and indexation of annuities.

The Pension Committee shall receive the report and recommendations of the ad hoc committee(s) and shall submit them to the negotiating parties.

7.00 SHARING OF ADMINISTRATION COSTS OF THE RREGOP

For the purposes of concluding an agreement which would come into force on January 1, 1996, the negotiating parties agree to continue discussions on the sharing of administration costs of the RREGOP and on the ensuing responsibilities.

8.00 ACTUARIAL PROVISION AND METHOD OF FINANCING

The technical studies conducted by CARRA concerning the method of financing and level of actuarial provision shall be submitted to the negotiating parties. The negotiating parties could agree to amend the method of financing.

No amendment shall be made to the method of financing nor to the financial commitments unless the negotiating parties so agree.

9.00 COMMITTEES RESULTING FROM THIS AGREEMENT

The CARRA Pension Committee shall determine the composition of the ad hoc committees prescribed in articles 4.00 to 6.00 of this agreement as well as the time limits for the completion of their studies and the preparation of their reports subject to CARRA's availability.

The negotiating parties shall act on the recommendations as soon as they receive them.

10.00 AMENDMENTS TO THE RRE AND RRF

10.01 The government shall undertake to amend the RRE and the RRF in order to introduce any amendment made to the indexation formula of the annuities presently provided for in the RREGOP, if the participants decide to assume the costs of future service in the same proportion as the participants of the RREGOP for the same amendment.

10.02 The government shall undertake to incorporate into the RRE and the RRF any measure dealing with human resources management implemented under the RREGOP, provided, if need be, the participants assume the costs of these measures in the same proportion as the participants of the RREGOP for these same measures.

11.00 LUMP SUM PAYMENT ON JULY 1, 1992

The negotiating parties agree to set up the committee provided for in the agreements signed on April 26, 1991 and May 21, 1992 to resolve the problem concerning the one percent (1%) lump sum payment resulting from the calculation of the pension annuity of those who retired or will retire between January 1, 1992 and December 31, 1997.

The persons concerned must be treated as equitably as those who will retire after December 31, 1997.

The committee shall submit its recommendations to the negotiating parties within 90 days of the signing of the agreement.

12.00 AMENDMENTS TO THE PLANS

Subject to the amendments provided for herein, during the life of the agreement, no amendment to the RREGOP, the RRE or the RRF may make the provisions of the plan less favourable for participants, unless there is an agreement between the negotiating parties to this effect.

APPENDIX VII

TERMS AND CONDITIONS FOR APPLYING THE GRADUAL RETIREMENT PLAN

1. The gradual retirement plan, hereinafter called the "plan", shall permit an employee to reduce his or her time worked for a period of one (1) to three (3) years⁽¹⁾. The proportion of the number of hours worked per week cannot be less than forty percent (40%) of the length of the regular workweek provided for his or her class of employment.⁽²⁾

Notwithstanding the preceding paragraph, the board and the employee may agree that the number of hours worked be scheduled other than on a weekly basis.
2. Only the regular full-time employee or the regular part-time employee whose regular workweek is greater than forty percent (40%) of the regular workweek provided for his or her class of employment, and who is a member of one of the pension plans currently in force (RRF, RREGOP and RRE) may benefit from the plan. These employees may benefit only once from the plan.
3. For the purpose of this appendix, the agreement found herein shall form an integral part of the appendix.
4. To be eligible to participate in the plan, the employee must first verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The employee shall sign the form required by CARRA and shall forward a copy to the board.
5.
 - A) The employee who wishes to benefit from the plan must forward a written request to the board at least ninety (90) days in advance. This deadline may be shortened upon agreement with the board.
 - B) The request must specify the period during which the employee intends to benefit from the gradual retirement plan as well as the scheduling of the work time.
 - C) The employee shall also forward to the board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.
6. Approval of the request for the gradual retirement plan shall be subject to a prior agreement with the board, which shall take into account the needs of the office, department, school or adult education centre concerned.
7. Subject to the approval of CARRA, the board and the employee who obtained a leave without salary which began after June 30, 1990 or no later than the date of the signing of this appendix may enter into an agreement which would permit the employee to transfer to the gradual retirement plan as if the transfer had taken place on the date of the beginning of the leave without salary. The transfer must be effected within no more than sixty (60) days following the date of signing of this appendix.
8. During the gradual retirement period, the employee shall receive his or her salary, including the premiums to which he or she is entitled, in proportion to the number of hours worked.

⁽¹⁾ Read five (5) years instead of three (3) as of the coming into force of the legislative provisions to this effect.

⁽²⁾ In the case where an employee occupies a position of a cyclical or seasonal nature, the number of hours worked cannot be less than forty percent (40%) of the regular hours worked on an annual basis.

9. During the gradual retirement period, the employee shall accumulate seniority and experience as if he or she had not benefited from the plan.
10. During the gradual retirement period, the board shall pay its share of the contribution to the health insurance plan on the basis of the employee's time worked prior to the beginning of the agreement, as long as the employee pays his or her share of the contribution. For the life of this agreement, the employee shall be entitled to the life insurance plan to which he or she was entitled prior to the beginning of this agreement.
11. The board and the employee shall sign, where applicable, the agreement stipulating the terms and conditions relating to the gradual retirement plan.
12. During the gradual retirement period, the admissible salary, for the purpose of the retirement plans (RRF, RREGOP and RRE), for the years or parts of years specified in the agreement shall be that which the employee would have received or, for a period during which there was payment of salary insurance benefits, would have been entitled to receive had he or she not benefited from the plan. The service credited for the purpose of the pension plans (RRF, RREGOP and RRE) shall be that which would have been credited to the employee had he or she not benefited from the plan.
13. For the duration of the agreement, the employee and the board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the employee had not benefited from the plan.
14. With the exception of the preceding provisions, the employee who benefits from the gradual retirement plan shall be governed by the provisions of the agreement applying to a part-time employee when his or her number of working hours per week is less than seventy-five percent (75%) of the length of the regular workweek provided for his or her class of employment.
15. Where applicable, the board shall fill the number of hours not worked by the employee who is participating in the plan according to the provisions of clause 7-1.16 of the agreement.
16. Should the employee not be entitled to his or her pension upon the expiry of the agreement due to circumstances beyond his or her control as stipulated by regulation, the agreement shall be extended to the date on which the employee will be entitled to his or her pension, even though the total gradual retirement period exceeds three (3) years⁽¹⁾.

Any changes to the dates set for the beginning and expiry of the agreement must have the prior approval of CARRA.

17.
 - A) In the event of the retirement, resignation, layoff, dismissal, death of the employee or, where applicable, upon expiry of the extension agreed to by virtue of clause 16, the agreement shall terminate on the date on which such event occurs.
 - B) The same shall apply in the event of the employee's withdrawal, which can only occur with the approval of the board.
 - C) The agreement shall also terminate if the employee is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement and provided that such continuation meets the approval of CARRA.
 - D) If the agreement becomes null or terminates due to circumstances mentioned previously or which are stipulated by regulation, the admissible salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner stipulated in the regulation.

⁽¹⁾ Read five (5) years instead of three (3) as of the coming into force of the legislative provisions to this effect.

18. For each of the years stipulated in the agreement, the employee shall be entitled to all the benefits of the agreement which are not incompatible with the provisions of the agreement.
19. Upon the expiry of the agreement, the employee shall be considered as having resigned and shall be pensioned off.

GRADUAL RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

_____ SCHOOL BOARD

hereinafter called the board

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

hereinafter called the employee

SUBJECT: GRADUAL RETIREMENT PLAN

1. Period Covered by the Gradual Retirement Plan

This agreement shall come into force on _____ and shall expire on _____.

The agreement can expire on another date under circumstances and according to terms and conditions provided for in articles 16 and 17 of Appendix VII.

2. Time Worked

For the duration of the agreement, the number of hours worked and the scheduling of those hours shall be:

Notwithstanding the preceding paragraph, the board and the employee may agree to change the number of hours worked and the schedule, provided, however, that the number of hours worked is not less than forty percent (40%) of the regular workweek provided for the employee's class of employment.

3. Other Terms and Conditions for Applying the Plan Agreed to with the Employee

IN WITNESS WHEREOF, the parties have signed in _____ on this ____ day of the month of _____ 199__.

FOR THE SCHOOL BOARD

SIGNATURE OF THE EMPLOYEE

APPENDIX VIII

EQUAL OPPORTUNITY ADVISORY COMMITTEE

The ministère de l'Éducation shall maintain an equal opportunity advisory committee. This committee shall be made up of two (2) representatives of the Coordination à la condition féminine of the ministère de l'Éducation, two (2) representatives of the QSBA and two (2) persons appointed by the CEQ and the PAPT representing the teaching, professional and support staff personnel of school boards.

The committee shall establish its own rules of operation in order to carry out its mandate.

Committee's Mandate

The committee shall establish its mandate on the basis of the government policies dealing with the status of women.

Where applicable, the committee could discuss the following issues:

- orientations dealing with equal opportunity programs;
- methods for the development and implementation of such programs;
- tools for analyzing such programs;
- information and awareness campaigns.

In this vein, the committee members could share all available pertinent information deemed useful and deal with any issue agreed to by the committee as regards equal opportunity programs.

APPENDIX IX
(Applies only to French version of the collective agreement)

Règles d'écriture relatives à l'utilisation du féminin et du masculin

Règles d'écriture:

1. Dans le texte de la convention, on emploie les genres féminin et masculin, dans la désignation de personne. La conjonction "ou" placée entre les deux genres signifie que l'on s'adresse indifféremment aux femmes et aux hommes sans exclusion. Dans ce cas, l'accord des verbes, épithètes, etc. se fait au masculin, singulier ou pluriel. La conjonction "et" placée entre les deux genres signifie que l'on s'adresse à l'ensemble du personnel de soutien de la commission. Dans ce cas, l'accord des verbes, épithètes, etc. se fait au masculin pluriel;

Exemples: la salariée ou le salarié a droit...
toute réunion impliquant des salariées ou salariés...
le syndicat accrédité comme seul représentant et mandataire des salariées et salariés visés pas...

2. Lorsqu'il est question de désignation de personne, on utilise la forme féminine et son déterminant d'abord et la forme masculine et son déterminant ensuite écrits en toutes lettres, et ce, quelle que soit la place dans la phrase (sujet ou complément);

Exemples: la représentante ou le représentant...
aucune salariée ou aucun salarié...
une assessesseur ou un assesseur...

Toutefois, si ce déterminant (article, adjectifs démonstratif, possessif, numéral, indéfini...) est le même pour les deux genres, on ne le répète pas sauf dans les cas d'éllision de l'article et de la préposition "de";

Exemples: chaque salariée ou salarié...
aux salariées et salariés...
à titre de salariée ou de salarié...
d'une salariée ou d'un salarié...
la salariée ou le salarié...

3. Lorsque la désignation de personne est un épécène (double genre grammatical), on écrit le mot précédé des déterminants féminin et masculin;

Exemples: sa ou son substitut...
la ou le médecin...

4. Lorsque la désignation de personne est suivi d'un qualificatif ou d'une expression en tenant lieu, on ne les répète pas. Ce qualificatif ou cette expression s'applique aux deux genres;

Exemples: la salariée ou le salarié à temps complet...
la représentante ou le représentant syndical...
la supérieure ou le supérieur immédiat...

5. Lorsque l'épithète précède immédiatement la désignation de personne, on l'écrit en le faisant suivre de la forme féminine et de la forme masculine. Toutefois, si l'épithète ne change pas de forme selon le genre, on ne le répète pas.

Exemples: la nouvelle salariée ou le nouveau salarié...
l'unique auteure ou auteur...

APPENDIX X

MEDIATION ARBITRATION

1. The board and the union agree, in writing, in accordance with clause 9-2.21, on a mediation arbitration procedure and shall so advise the records office as soon as possible; they shall indicate, if applicable, any previous grievance or grievances on which the mediation arbitration is based. Starting with this agreement, all grievances shall be submitted to the mediation arbitration procedure.

2. From the list of arbitrators provided for in the agreement, the parties shall agree on the person who must act as mediator-arbitrator and shall so advise the records office. Failing agreement, the mediator-arbitrator shall be appointed, at the request of either party, by the chief arbitrator from the same list.

3. The mediator-arbitrator shall attempt to bring the parties to a solution. To this end, he or she shall be able to use the powers of conciliation.

If a settlement is reached at this stage, it shall be confirmed in writing and shall bind the parties.

4. Failing a settlement, the mediator-arbitrator must dispose of the grievance in accordance with the provisions of article 9-2.00 which are not incompatible with this appendix.

APPENDIX XI

TECHNICAL COMMITTEE ON INSURANCE

The Ministère, the QSBA and the Centrale agree that the mandate of the committee provided for in clause 5-3.20 shall be to ensure the implementation of a system for the computerized billing and remittance of personal insurance premiums and for the deduction at source of general property insurance premiums (FAMR).

APPENDIX XII

RELOCATION

At the request of the national negotiating union party, a parity committee may be set up within sixty (60) days of the date of the signing of the agreement.

The committee's mandate shall be:

- 1- to study the cases of employees who are obliged to be relocated for a second time following the application of article 7-3.00;
- 2- to make recommendations to the Provincial Relocation Bureau concerning the aforementioned cases.

The committee shall be composed of six (6) members:

- three (3) representatives appointed by the national negotiating employer party;
- three (3) representatives appointed by the national negotiating union party.

The Provincial Relocation Bureau must apply the unanimous recommendations that have been submitted in writing by the committee members.

APPENDIX XIII

**GRIEVANCES AND ARBITRATION BEFORE THE DATE
OF THE SIGNING OF THE AGREEMENT**

Any grievance which arose before the date of the signing of the agreement shall be settled according to the former collective agreement.

Any arbitrator appointed by virtue of the provisions of the agreement shall be deemed competent to sit for any grievance which arose prior to the signing of the agreement.

APPENDIX XIV

CLASSIFICATION OF CERTAIN EMPLOYEES

This appendix shall apply solely to the employees for whom this agreement constitutes a first agreement and to the employees who receive a first accreditation before June 30, 1998.

In these cases, the board shall send the employee, within sixty (60) days of the date of the signing of the agreement, a notice confirming the class of employment and the step he or she holds and shall also send a copy to the union.

The employee whose classification (class of employment and step) has been confirmed and who claims that the duties which he or she is required to perform principally and customarily by the board correspond to a class of employment which differs from the one he or she was assigned, or who claims that the step assigned to him or her does not correspond to that to which he or she is entitled may submit a classification grievance within ninety (90) days of the receipt of the notice of classification.

This grievance may also be lodged by the union and must state, whenever possible, the reason for the disagreement. The board shall forward its reply to the employee and a copy shall be sent to the union within thirty (30) working days of the receipt of the classification grievance.

In the case of an unsatisfactory reply or failing a reply within the time limit prescribed, the employee or union may, within twenty (20) working days following the expiry of the time limit prescribed for the reply, submit the grievance to arbitration according to the procedure provided for in article 9-2.00. In the event of arbitration, clause 6-1.15 shall apply.

In this case, the arbitrator may only determine the class of employment in the Classification Plan and salary step in which the employee should have been classified. If the arbitrator cannot establish similarity between the characteristic duties which the employee is required to perform principally and customarily by the board and a class of employment provided for in the Classification Plan, clauses 6-1.09 and 6-1.11 inclusively shall apply by making the necessary changes.

The application of these provisions cannot have the effect of causing the demotion of the employee concerned.

APPENDIX XV

REGIONAL DISPARITIES

The parties agree to the following:

1. A parity committee shall be set up and shall consist of six (6) members, three (3) representatives from the employer group and three (3) representatives from the union group, it being understood that each party has one vote.
2. The committee has a two-part mandate:
 - a) to establish a uniform policy for evaluating lodging costs to be declared for income tax purposes;
 - b) to examine various solutions to problems arising from amendments to the tax systems.
3. The committee shall submit its report and recommendations, if need be, within three (3) months following the date of the signing of the agreement, unless the parties agree otherwise.
4. Discussions shall take place once the report has been submitted to the negotiating parties in order to find appropriate solutions.
5. The government shall assume the committee's secretarial costs as well as the costs for union releases including the isolation and remoteness premium of the union representatives who are members of the committee.

APPENDIX XVI

AMALGAMATION, ANNEXATION OR RESTRUCTURING OF SCHOOL BOARDS

The national employer group hereby agrees that, in the event of an official decision concerning an amalgamation, annexation or restructuring of Protestant school boards, there shall be a meeting with the national negotiating union group to discuss the terms and conditions for the transfer and integration of employees.

APPENDIX XVII

**THE PROTESTANT SCHOOL BOARD OF
GREATER SEVEN ISLANDS**

For the employees of the Protestant School Board of Greater Seven Islands referred to in subparagraph c) of paragraph D) of clause 6-4.01 of the 1986-1988 collective agreement, the definition of salary provided for in clause 1-2.33 of the 1986-1988 collective agreement shall continue to apply to these employees for the duration of the agreement.

This appendix is subject to the discussions relative to the retention premium resulting from the application of item 3 of Letter of Agreement No. VI of the 1989-1995 agreement on the unfinished work on regional disparities which began by virtue of Letter of Agreement No. VIII of the 1986-1988 collective agreement.

APPENDIX XVIII

COMPUTERIZED BILLING OF GROUP INSURANCE PREMIUMS

The following special provisions shall apply to the board that accepts to replace the current self-billing system⁽¹⁾ for personal group insurance premiums with a computerized billing system:

A) Clause 5-3.11 is replaced with the following:

5-3.11 The insurer selected for all plans, including the general group insurance plans (FAMR)⁽²⁾ provided for in paragraph D) of clause 5-3.21, must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting an insurer, the Insurance Committee of the Centrale, or the Centrale in the case of the general group insurance plans (FAMR), may request bids or proceed according to any other method that it determines.

B) Clause 5-3.19 is replaced with the following:

5-3.19 A) The board shall facilitate the implementation and application of the personal group insurance plans, in particular by:

- a) informing new employees;
- b) registering new employees;
- c) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
- d) forwarding the deducted premiums to the insurer;
- e) providing employees with the forms required for participation in the plan, claim forms or other forms supplied by the insurer;
- f) transmitting information normally required of the employer by the insurer for settling certain benefits;
- g) forwarding to the insurer the names of employees who have indicated to the board that they intend to retire.

B) In the case of general group insurance (FAMR) provided for in paragraph D) of clause 5-3.21, the board shall merely forward the deducted premiums to the insurer.

⁽¹⁾ The main difference between the two (2) billing systems is as follows:

with the self-billing system, the board establishes the cost of each employee's group insurance premiums and deducts these premiums at source;

with the computerized billing system, the insurer establishes the cost of the premiums and transmits to the board by computerized listing the total amount it will deduct from each employee's pay.

⁽²⁾ (FAMR): Fire, Accident and Miscellaneous Risk.

- C) Clause 5-3.21 is modified by adding the following paragraph D):

5-3.21 D) General Group Insurance (FAMR)

The Centrale may also determine the provisions of the general insurance plans (FAMR). The cost of these plans shall be borne entirely by the participants.

The employees referred to in paragraph a) of clause 5-3.01 may benefit from payroll deduction of the insurance premiums for these plans.

Only paragraph k) of clause 5-3.31 shall apply to these general group insurance plans (FAMR).

- D) Subparagraph a) of paragraph B) of clause 5-3.21 is modified as follows:

5-3.21 B) a) the provisions provided for in paragraphs b) to l) of clause 5-3.31;

- E) Clause 5-3.26 is modified by adding the following paragraph E):

5-3.26 E) The board's contribution to the health insurance plan shall be sent to the insurer in two installments each year:

a) the first installment shall cover the period from January 1 to June 30 and shall be established by the insurer for all employees concerned for the pay period which includes April 1 and for whom such contribution must be made; this installment shall represent fifty (50) percent of the board's contribution;

b) the second installment shall cover the period from July 1 to December 31 and shall be established by the insurer for all employees concerned for the pay period which includes November 1 and for whom such contribution must be made; this installment shall represent fifty (50) percent of the board's contribution.

- F) The third paragraph of clause 5-3.29 is replaced with the following:

5-3.29 Notwithstanding clause 5-3.01, the employee on a leave without salary for twenty-eight (28) days or less shall remain covered by the plan unless, at his or her request, he or she does not wish to continue to participate in the plan during his or her leave. For the employee who wishes to continue to participate in the plan, the insurer shall, upon the employee's return to work, adjust his or her premiums to take into account the total amount of the required premiums due during his or her leave, including the board's share.

Notwithstanding clause 5-3.01, the employee on a leave without salary for more than twenty-eight (28) days may remain covered by the plan by making the request to the insurer. In this case, the insurer will directly claim the total amount of the premiums due, including the board's share, from the employee.

- G) Paragraph k) of clause 5-3.31 becomes paragraph l) of the same clause.

The new paragraph k) of clause 5-3.31 is as follows:

5-3.31 k) the insurer establishes the total amount of the employee's premiums for each pay period and transmits it to the board by computerized listing so that the board can make the deduction;

APPENDIX XIX

EVALUATION OF POSITIONS

Considering that the Treasury Board and its partners have, over the last few years, been determining the relative value and ranking of titles or classes of employment in the public and parapublic sectors by means of a system of evaluation using points and factors, the parties agree to continue the discussions already begun on the aforementioned basis in order to render the discussions more effective with respect to the relative value of titles or classes of employment.

Therefore:

1. The negotiating parties agree to renew the mandate of the joint working committee for all employment categories.
2. The committee's mandate shall be to:
 - study all the elements having led to the present ranking of titles or classes of employment in the education and health and social services sectors in order to better enlighten the parties and employees on the relative value of positions in these sectors;
 - establish the relative value of the titles or classes of employment that have been newly created, modified or those that have not yet been ranked;
 - submit its findings and recommendations concerning the evaluation of positions, relative value, equity principles and, where applicable, the various possible solutions to the problems identified to the negotiating parties.
3. The committee shall meet, as needed, at the request of one of the parties and shall adopt the rules of procedure it deems useful for its smooth operation.
4. According to the terms and conditions to be agreed upon, the employer group shall assume the costs for the union releases required for the joint committee's work in the amount of \$100 000 per year for all employment categories. As required, the parties shall agree on additional union releases upon the recommendation of the joint committee.
5. Discussions held by virtue of this appendix shall not constitute a revision of the agreement that could lead to a dispute as defined in the Labour Code.

APPENDIX TO APPENDIX XIX

1. In the event of an unresolved dispute, the members of the joint committee shall agree on an appropriate mechanism for settling a dispute in keeping with the nature of the dispute.
2. Unless the parties agree otherwise, it shall be understood that any adjustment, if necessary, for the following classes of employment, shall be made as of January 1, 1990 at a maximum adjustment rate of two decimal five percent (2.5%) for each of the years 1990 and 1991 minus, where applicable, the adjustment already agreed to for these same years, excluding basic increases. The remainder of the adjustment, if any, shall be applicable on December 31, 1991:

School Boards

Light Vehicle Driver
Guard
Medical Assistant
Offset Duplicator Operator
Maintenance Workman, class III (domestic helper)
Day Care Service Attendant
Food Management Technician
Administration Technician
Audiovisual Technician
Documentation Technician
Graphic Arts Technician
Recreational Activities Technician
School Transportation Technician
Psychometric Technician
Braille Technician

3. For the other classes of employment, if the parties agree on a rate or scale other than that provided for in the collective agreement, they must also agree on the terms and conditions for the implementation of the adjustment and on the date on which it shall be implemented.

APPENDIX XX

INTEGRATION OF EMPLOYEES INTO THE CLASSES OF EMPLOYMENT OF "SECRETARY, EXECUTIVE SECRETARY AND SCHOOL SECRETARY"

1. The board shall send each regular employee, each employee referred to in article 10-1.00 and each temporary employee who holds the class of employment of secretary, executive secretary or school secretary, a notice of classification granting him or her the class of employment of secretary, executive secretary or school secretary.

This written notice shall be sent within six (6) months of the signing of this agreement by the national parties. A copy of the notice of classification shall be sent to the union.

In the case of a promotion, the notice of classification shall also include the step and the salary rate. The provisions of clause 6-2.13 shall apply.

2. The assignment of a class of employment (secretary, executive secretary or school secretary) shall be based on the nature of the work and on the characteristic functions that the employee was principally and customarily required to perform on July 1, 1992.

However, for the secretaries, executive secretaries and school secretaries who were assigned another position of their class of employment, within the framework of the integration of school boards on July 1, 1992, the notice of classification shall be based on the nature of the work and on the characteristic functions that the employee is principally and customarily required to perform on the date this agreement is signed.

Moreover, when the duties performed by an executive secretary or a school secretary correspond to those defined by the class of employment of secretary, the board shall modify the duties of the employee so that they correspond to those defined by the class of employment of executive secretary or school secretary, as the case may be; the provisions of clause 6-1.07 shall apply.

3. The parties agree, in accordance with article 6-1.00 of the agreement, that the salary scales provided in the current collective agreement for the classes of employment of secretary, executive secretary and school secretary shall apply to the classes of employment as modified on November 10, 1993. For this purpose, the salary scale of the class of employment of executive secretary remains unchanged.

In accordance with the Letter of Agreement No. XV⁽¹⁾ and following the study by the committee on job evaluation, the parties may agree on salary scales which differ from those provided for in this appendix. If the case arises, the parties shall also agree on the modalities and on the date on which the implementation of the adjustment shall come into force.

4. The classification that may ensue from these modifications to the Classification Plan is retroactive to July 1, 1992 and cannot result in a demotion.
5. The employee referred to in article 1 who considers that he or she should have been granted the class of employment of school secretary or executive secretary may lodge a grievance to this effect with the board within ninety (90) days following his or her notice of classification. The grievance may also concern the step that was assigned in accordance with the third paragraph of article 1. Within the same time limits, the union may submit a grievance on behalf of this employee.

⁽¹⁾ Referring to Letter of Agreement No. XV of the 1989-1991 collective agreement.

The employee must briefly state the reasons for the disagreement. The board shall give its reply to the employee within thirty (30) working days following receipt of the grievance and shall forward a copy to the union.

In the case of an unsatisfactory reply or failing a reply within the prescribed time limit, the union may, within thirty (30) working days following the expiry of the time limit prescribed for the reply, submit his or her grievance to arbitration.

6. Within thirty (30) days, the national negotiating parties to this agreement shall set up a parity committee in order to settle these classification grievances.

This parity committee shall establish its own rules of procedure and shall be made up of two (2) representatives of each of the national negotiating parties. Article 3-2.00 of the agreement shall apply to union representatives.

If the dispute persists and unless the national negotiating parties agree otherwise, the grievance shall be submitted to the summary arbitration procedure provided for in Appendix 2 herein.

7. In the case of arbitration, the arbitrator shall determine whether or not to grant the employee one of the classes of employment mentioned in article 1 or the step to which he or she is entitled as well as any retroactive amounts.

8. At the time of a promotion, the employee is entitled to a retroactive amount equal to the difference, if positive, between:

- the amounts to which he or she would have been entitled to by the application of these provisions for the period between July 1, 1992 and the date of the notice of classification provided for in article 1, or the reclassification date in respect to his or her active service or to the number of paid hours during this same period;

and

- all amounts already paid by the board for the same purpose for the period between July 1, 1992 and the date of the notice of classification provided for in article 1 or, as the case may be, of the reclassification.

9. The regular employee who holds the class of employment of secretary is entitled to the retroactive amount, provided for in article 8, in the following cases:

- a) when the duties he or she performed between July 1, 1992 and the date of the notice of classification, or during part of this period, correspond to the class of employment of executive secretary or school secretary;

- b) when he or she was absent during the entire period between July 1, 1992 and the date of the notice of classification, and if he or she meets the two following conditions:

- i) the employee's position involves tasks which correspond to the class of employment of executive secretary or school secretary;

- ii) the employee receives a benefit, an indemnity or a salary from the board during his or her absence.

10. The employee referred to in article 10-1.00 and the temporary employee hired to replace another employee who holds the class of employment of secretary, who meet the requirements provided for in paragraph a) of article 9, shall also be entitled to a retroactive amount. The same shall apply to the temporary employee who was hired during a period when there was a temporary increase in workload or due to an unforeseen event, and who received a notice of classification in accordance with article 1.

11. When the date of hiring or of a movement of personnel is after July 1, 1992, it shall constitute the reference date for the purposes of applying this agreement.
12. Any retroactive amount due as a result of the application of this agreement shall be paid within forty-five (45) days from the notices of classification.
13. Movements of personnel made between July 1, 1992 and the effective date the employees were reclassified will not be questioned.

This appendix constitutes a certified true copy of Letter of Agreement No. XVII signed on November 11, 1993 by the national negotiating parties.

APPENDIX 1 OF APPENDIX XX
SCHOOL SECRETARY

The parties agree that, for the purposes of the integration on July 1, 1992, the term "school secretary⁽¹⁾" provided for in the nature of the work of the class of employment of school secretary, may signify the existence of distinct secretariats in the following cases:

- if the school⁽¹⁾ has several vocations (general education-youth sector, vocational education, adult education);
- if the school⁽¹⁾ is made up of several buildings;
- if the school⁽¹⁾ is divided in administrative units according to educational cycles;
- if it has been officially decided that the school⁽¹⁾ be divided in administrative units according to teaching level.

⁽¹⁾ or adult education centre or vocational education centre

APPENDIX 2 OF APPENDIX XX

SUMMARY ARBITRATION PROCEDURE

1. All grievances submitted to the summary arbitration procedure shall be heard by an arbitrator whose name is listed in clause 6-1.15 of the collective agreement.
2. The arbitrator must hear the grievance with all dispatch and render a decision within the fifteen (15) days following the end of the hearing.
3. The arbitrator must hear the grievance on the merits before rendering a decision on a preliminary objection unless he or she can dispose of it at once. In that case, the arbitrator must subsequently state the reasons for his or her decision on the objection.
4. The decision must include a brief description of the dispute and a brief account of the reasons in support thereof. This decision may not be cited or used during the arbitration of any other grievance, unless this grievance involves the same facts and clauses, between the same board and the same union.
5. The provisions of article 9-2.00 of the agreement shall apply within the framework of the summary arbitration procedure by making the necessary changes, with the exception of the provisions of clauses 9-2.02, 9-2.03, 9-2.09, 9-2.11, 9-2.13, the first paragraph of clause 9-2.14, the first paragraph of clause 9-2.15 and clause 9-2.22.

APPENDIX XXI

ARBITRATION OF GRIEVANCES

In order to improve the effectiveness of the arbitration system, to reduce costs and to enable the local parties to assume greater responsibility for arbitration files, the parties agree, while complying with the current arbitration procedures prescribed in the agreement, to set up a national committee for settling grievances and to implement two new methods for settling grievances, namely: prearbitration mediation and accelerated arbitration of a "small claims" nature.

I- NATIONAL COMMITTEE FOR SETTLING GRIEVANCES: MANDATE

The mandate of the national committee for settling grievance composed of one (1) representative of the CPNCP and one (1) representative of the Fédération du personnel de soutien (CEQ) shall be the following:

- ▶ conduct operations aimed at the greatest possible reduction of the number of grievances accumulated according to the priorities and procedures determined by the committee;
- ▶ intervene, prior to entering a file, with the local parties in order to help them resolve the issue;
- ▶ guide the parties towards the appropriate method to resolve grievances;
- ▶ encourage a better use of the time allotted to hearings and a reduction in their duration.

II- PREARBITRATION MEDIATION

The board and the union may agree to proceed with prearbitration mediation in dealing with certain grievances. To do so, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list provided for in clause 9-2.02. Once the parties have approved a name from this list, the records office shall set the date, as quickly as possible, of the first mediation session.

Only an employee of the board and an employee or an elected member of the union or an employee of the FPPE may represent the parties; they may, however, after having informed the other party, call upon an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies at the labour commissioner general's office.

The procedure shall apply for every group of grievances agreed to by the board and the union.

In the event that a number of grievances included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process, unless the parties agreed otherwise, in writing, prior to mediation.

The honoraria and expenses of the arbitrator who is mandated to act as a mediator shall be borne by the records office, as is the case of an arbitration mandate.

III- ACCELERATED ARBITRATION PROCEDURE OF A "SMALL CLAIMS" NATURE

1- Admissible grievances

Any grievance may be referred to this procedure provided that the parties (board and union) explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be forwarded to the records office.

Failure on the part of the board and the union to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the board or the union may indicate separately such intent by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party.

In this latter case, the written notice of the union and that of the board must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

2- Arbitrator

The arbitrator shall be appointed by the records office; he shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

3- Representation

Only an employee of the board and an employee or an elected member of the union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

4- Duration of hearing

In general, a hearing usually lasts one hour.

5- Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two pages). This decision may not be cited or used by anyone as regards the arbitration of any other grievance, unless this grievance is related to an identical dispute between the same board and the same union and deals with the same facts and clauses.

The arbitrator shall render his decision and shall forward a copy to the parties within a maximum five (5)-working day time limit after the hearing. He shall also file the signed original copy at the records office

6- CEQ - Support Staff

The provisions of articles 9-1.00 and 9-2.00 shall apply by adapting them to the accelerated arbitration procedure provided for in this appendix, except for clauses 9-2.03, the second paragraph of clause 9-2.08, clauses 9-2.09, 9-2.11, 9-2.13, the first paragraph of clause 9-2.14, the first three subparagraphs of clause 9-2.15, the first paragraph of clause 9-2.16, and clauses 9-2.21, 9-2.22 and 9-2.23.

IV- OTHER MEASURES CONTRIBUTING TO REDUCING THE COSTS OF THE ARBITRATION SYSTEM AND TO IMPROVING ITS EFFECTIVENESS

A) In order to reduce the amounts earmarked for the expenses and honoraria of arbitrators and to resolve a greater number of grievances, the parties agree to:

- ▶ encourage the local parties to use the prearbitration mediation procedure and the accelerated arbitration procedure of a "small claims" nature;
- ▶ keep an updated list of joint requests of the local parties as regards prearbitration mediation and accelerated arbitration of a "small claims" nature;
- ▶ submit this list on a regular basis to the chief arbitrator or chief records clerk to enable him or her to set the date of the first meeting.

B) Holding of hearings provided for within the framework of article 9-2.00:

- ▶ the attorneys assigned to every grievance file shall inform the arbitrator and each other of the nature of the preliminary methods they intend to raise one (1) week prior to the hearing;
- ▶ every hearing shall be scheduled for 9:30, the attorneys, assessors, where applicable, and the arbitrator must however use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- outline the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearings.

APPENDIX XXII

CONTINUATION OF DISCUSSIONS ON THE ORGANIZATION OF WORK

PREAMBLE: In keeping with the November 1993 Framework-Agreement and following the renewal of the collective agreement, the national negotiating parties agree to continue and once again focus their discussions on resolving the problems related to the organization of work that they will determine jointly in order to identify savings and to improve the effectiveness of the services offered to the public as well as the employees' quality of life at work.

These discussions shall be conducted in a manner conducive to establishing a partnership.

For this purpose, the parties agree on the following work plan:

1. WORK PLAN

1.1 Movements of Personnel

To complete the discussions concerning movement of personnel already underway and to give precedence to the study and reform of the mechanisms linked to the filling of vacant positions.

1.2 Job Protection and Employee Mobility

To study the measures based on the agreement or other parameters which impact on employment to be introduced or changes to be made as regards job protection and various other mechanisms governing employee mobility.

1.3 Nonregular Status

To examine and compare the situation of the employees referred to in Chapter 10-0.00 of the agreement and of those working with handicapped pupils and pupils with learning or emotional problems with that of regular employees as to their specific working conditions and conditions of employment within a perspective aimed at, among other things, reevaluating their working conditions, their conditions of employment and reducing nonregular status.

1.4 Additional Topics

The parties reserve the right to take on one or more additional topics.

2. Deadlines

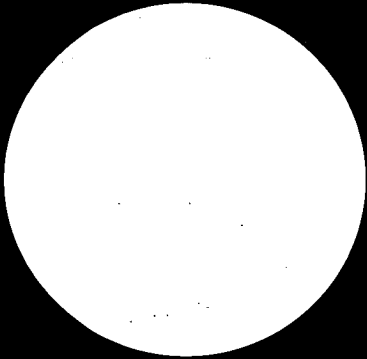
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|-----|-------------------|------------------------------------|
| 2.1 | Mid-January 1996: | complete item 1.1 of the work plan |
| 2.2 | Mid-March 1996: | complete item 1.2 of the work plan |
| 2.3 | Mid-may 1996: | complete item 1.3 of the work plan |
| 2.4 | to be agreed upon | |

3. In keeping with their discussions, the parties may, where applicable, agree to encourage the school boards and unions involved to participate in a field testing for a determined period on those topics agreed to.
4. Any agreement reached between the parties within the framework of this appendix may be included in the agreement as provided for in the Framework-Agreement ratified on November 24, 1993.
5. The discussions conducted within the framework of this appendix shall be based on the interest-based bargaining model. They shall end no later than June 30, 1996, unless the parties agree otherwise.
6. These discussions shall not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code.

REÇU

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