



S1_b



Provisions Constituting Collective Agreements Binding

on the one hand,
each and every School Board
for Protestants contemplated
by chapter 0-7.1 of the
Revised Statutes of Quebec

and on the other hand,
each of the
certified associations
which, on November 29, 1982,
negotiated through the
Union des employes
de service, local 298,
affiliated to the Quebec
Federation of Labour on behalf
of the support staff
employees of the
Protestant School Boards

*Leaflet of amendments
69-0249 (1-S) to
69-0249 (2-S)*

SUPPORT STAFF CPNCP 1983-1985

AMENDMENTS

S1b

● 1983-1985

AMENDED EDITION
OCTOBER 1983

CENTRE DE DOCUMENTATION

D. G. P. R.



* 0 8 0 2 *

This leaflet contains the amendments listed below. The contents must be added to (or replace as the case may be) the text of the amended edition published during August 1983 (October 1983 in certain cases) and to the contents of the amendments already published, if any.

Text of the agreement signed on February	15-1984	69-0249	(1-S)
" " " " August	31-1984	69-0249	(2-S)

FTQ-298 PROTESTANT

ENTENTE BY VIRTUE OF CLAUSE 2-2.04
OF THE PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS BINDING

ON THE ONE HAND: EACH OF THE SCHOOL BOARDS FOR PROTESTANTS CONTEMPLATED
BY CHAPTER 0-7.1 OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND: THE UNION DES EMPLOYÉS DE SERVICE, LOCAL 298, ON BEHALF
OF THE SUPPORT STAFF EMPLOYEES OF SCHOOL BOARDS AND ON
BEHALF OF THOSE IT REPRESENTED AS BARGAINING AGENT ON
NOVEMBER 29, 1982

1984-02-15

69-0249 (1-S)



The parties agree to modify as follows the provisions constituting collective agreements binding, for the period from April 2, 1983 to December 31, 1985, the school boards for Protestants and the Union des employés de service, local 298, on behalf of the support staff employees of school boards and on behalf of those it represents as bargaining agent on November 29, 1982, the foregoing in accordance with and by virtue of clause 2-2.04.

1. The following Appendix V is added:

If the board grants a sabbatical leave with deferred salary in accordance with 7-3.15E), the following contract shall be concluded between the board and the employee. However, before the board signs such a contract with an employee, it must inform the union of the name of the employee with whom it intends to conclude such a contract at least ten (10) working days in advance.

CONTRACT CONCLUDED

BETWEEN

THE _____ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED THE EMPLOYEE

SUBJECT: Sabbatical Leave with Deferred Salary.

I- Duration of Contract

This contract shall come into force on _____ and shall expire on _____.

The contract may expire on a different date in the events and according to the terms and conditions provided for in articles V to XI herein.

II- Duration of Sabbatical Leave

The sabbatical leave shall be for one (1) year from _____ to _____.

Upon the employee's return from the leave, he shall be reinstated in his position. If his position has been eliminated or if he has been displaced in accordance with the collective agreement, the employee shall be entitled to the benefits that he would have had if he had been at work.

III- Salary

During each of the years contemplated by this contract, the employee shall receive _____% of the salary to which he would be entitled by virtue of the applicable collective agreement.

(The applicable percentage is indicated in Appendix I herein.)

IV- Benefits

a) During each of the years of this contract, the employee shall receive, as long as he is normally entitled to them, the following benefits:

- death benefit plan;
- health benefit plan; provided that he pay his contribution;
- accumulation of redeemable sick-leave, where applicable, according to the salary rate to which he is entitled by virtue of the preceding article III;
- accumulation of seniority;
- accumulation of experience.

IV- (Cont'd)

- b) During the sabbatical leave, the employee shall not be entitled to any of the premiums provided for in his collective agreement. During each of the other years of this contract, he shall be entitled to all of these premiums, where applicable, without taking into account the decrease in his salary by virtue of article III-.
- c) For vacation purposes, sabbatical leave shall constitute active service. It shall be understood that, for the duration of the contract, including the sabbatical leave, vacation shall be remunerated in proportion to the salary rate provided for in article III- herein.
- d) Each of the years contemplated by this contract shall count as a period of service for the purposes of the pension plans presently in force.
- e) During each of the years contemplated by this contract, the employee shall be entitled to all of the other benefits of his collective agreement which are not incompatible with the provisions of this contract.

V- Retirement, Withdrawal or Resignation of the Employee

In the event of the retirement, withdrawal or resignation of the employee, this contract shall terminate on the date of such retirement, withdrawal or resignation under the conditions described hereinafter:

- A) The employee has already benefitted from a sabbatical leave (salary paid in excess).

The employee shall reimburse* the board for the amount received during the leave according to the percentages determined in Appendix II- herein and this, without interest. However, these percentages will have to be adjusted in order to take into account, where applicable, the exact period of implementation of the contract.

- B) The employee has not benefitted from a sabbatical leave (salary not paid).

* The board and the employee may agree on the terms and conditions of reimbursement.

V- (Cont'd)

The board shall reimburse the employee, for the period of implementation of the contract, an amount equal to the difference between the salary to which he would have been entitled under the applicable agreement had he not signed the said contract and the salary received by virtue of this contract and this, without interest.

C) The sabbatical leave is in progress.

The amount owing by one party or the other shall be calculated in the following manner:

Amount received by the employee during the leave minus the amounts already deducted from the employee's salary following the application of this contract (article III-). If the result obtained is negative, the board shall reimburse this amount to the employee; if the result obtained is positive, the employee shall reimburse this amount to the board.

VI- Dismissal of the Employee

In the event of the dismissal of the employee, this contract shall terminate on the effective date of the event. The conditions stipulated in paragraphs A), B) or C) of article V- shall then apply.

VII- Leave of Absence without Salary

For the duration of this contract, the employee shall not be entitled to any leave of absence without salary except those granted obligatorily under the applicable collective agreement. In this case, this contract shall terminate on the date of the beginning of the leave without salary.

The conditions stipulated in article V- shall apply mutatis mutandis.

VIII- Placement on Availability of the Employee

In the event of the placement on availability of the employee, this contract shall terminate on the effective date of the placement on availability and the provisions of article V- shall apply mutatis mutandis. However, the board shall not make any monetary claim, if the employee is required to reimburse the board following the application of the said article V-.

VIII- (Cont'd)

However, if the employee is placed on availability during the last year of this contract and at the time when he is placed on availability he benefits from his sabbatical leave (sabbatical leave taken in the last year of the contract) such employee may choose to terminate his sabbatical leave rather than have this contract terminated in accordance with the preceding paragraph.

IX- Death of the Employee

In the event of the death of the employee during this contract, the latter shall terminate on the date of death and the conditions stipulated in article V- shall apply mutatis mutandis. However, the board shall not make any monetary claim, if the employee must reimburse the board following the application of the said article V-.

X- Disability

- A) The employee shall receive a percentage of the income benefit to which he is entitled under the applicable collective agreement equal to the percentage of salary that he receives under article III- of this contract.
- B) The disability develops before the sabbatical leave and still exists at the beginning of the sabbatical leave.

In this case, the employee shall choose:

- 1) to defer the sabbatical leave to a later date at which time he will no longer be disabled;
 - ii) to terminate this contract and thus receive the salary that has not been paid (paragraph B) of article V-.
- C) The disability lasts more than two (2) years.

At the end of these two (2) years, this contract shall terminate and the conditions stipulated in article V- shall then apply mutatis mutandis. However, the board shall not make any monetary claim, if the employee is required to reimburse the board following the application of the said article V-.

XI- Maternity Leave (20 weeks) and Leave for Adoption (10 weeks)

- A) The leave takes place during the sabbatical leave.

The sabbatical leave shall be interrupted for the duration of the maternity leave or the leave for adoption provided for in the applicable collective agreement and shall be extended accordingly following the termination of such leave; moreover, the contract shall also be extended accordingly. During the interruption, the provisions of the applicable collective agreement concerning maternity leaves or leaves for adoption shall apply.

- B) The leave takes place before and terminates before the sabbatical leave or takes place after the sabbatical leave.

The contract shall be interrupted for the duration of the maternity leave or the leave for adoption and shall be extended accordingly following its termination. During the interruption, the provisions of the applicable collective agreement concerning maternity leaves or leaves for adoption shall apply.

- C) The leave takes place before the sabbatical leave and is still taking place at the beginning of the sabbatical leave.

In this case, the employee shall choose:

- i) to defer the sabbatical leave to another date; or
- ii) to terminate this contract and thus receive the salary that has not been paid (paragraph B) of article V-).

IN WITNESS WHEREOF, the parties have signed in _____, this _____ day of the month of _____ 198__.

For the school board

The Employee

C.C.: Union.

APPENDIX I

PERCENTAGES

In the case of a two (2) year contract, the percentage shall be fifty (50) % of the salary.

In the case of a three (3) year contract, the percentage shall be sixty-six and two-thirds (66 2/3) % of the salary.

In the case of a four (4) year contract, the percentage shall be seventy-five (75) % of the salary.

In the case of a five (5) year contract, the percentage shall be eighty (80) % of the salary.

APPENDIX II

REIMBURSEMENT SCHEDULE

A) For a five (5) year contract

After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.

After the second (2nd) year of implementation of the contract: seventy-five (75) % of the amount received.

After the third (3rd) year of implementation of the contract: fifty (50) % of the amount received.

After the fourth (4th) year of implementation of the contract: twenty-five (25) % of the amount received.

B) For a four (4) year contract

After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.

After the second (2nd) year of implementation of the contract: sixty-six and two-thirds ($66 \frac{2}{3}$) % of the amount received.

After the third (3rd) year of implementation of the contract: thirty-three and one-third ($33 \frac{1}{3}$) % of the amount received.

C) For a three (3) year contract

After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.

After the second (2nd) year of implementation of the contract: thirty-three and one-third ($33 \frac{1}{3}$) % of the amount received.

D) For a two (2) year contract

After the first (1st) year of implementation of the contract: one hundred (100) % of the amount received.

2. The following Appendix "VI" is added:

The board, the employee and a community organization may agree on a loan of service of a tenured regular employee to a community organization if such measure permits the reduction of the number of employees on availability. In such a case, the parties shall complete and sign the following contract. However, before the board signs such a contract with an employee and a community organization, it must inform the union of the name of the employee with whom it intends to conclude such a contract at least ten (10) working days in advance.

CONTRACT CONCERNING A LOAN OF SERVICE BETWEEN THE SCHOOL BOARD, THE EMPLOYEE AND THE COMMUNITY ORGANIZATION

1. The organization shall engage the services of the employee for the purposes of this contract for the period from _____ 198__ to _____ 198__.
2. The employee shall benefit, for the duration of this contract, from a leave of absence with salary, including premiums for regional disparities if he continues to work in one of the sectors provided for in article 6-9.00 of the collective agreement, the foregoing in accordance with the terms and conditions of reimbursement specified by his board.
3. The employee accepts that the provisions concerning the paid holidays, workdays, work schedule, vacation and overtime that are applicable to him during the period covered by this contract be those specified within the organization for the group of employees into which he is integrated. If the employee must work overtime, the cost shall be assumed by the organization.
4. The employee shall be entitled, for the duration of this contract, to the benefits that he would have under his collective agreement if he were actually in the employ of his board, provided that they be compatible with his new working conditions and the provisions of this contract.

Concordant Provisions:

- a) If, during the loan of service, the number of paid holidays granted by the organization is less than that to which the employee is entitled under his collective agreement, the board shall pay the latter the paid holidays thus lost according to the provisions of the collective agreement.
 - b) If the employee, as a result of this contract, is unable to use all the days of vacation specified in his collective agreement, the days of vacation thus lost shall be remitted upon his return to the board in accordance with the collective agreement.
5. The organization shall, for the duration of this contract provided for in article 1., reimburse the board on a monthly basis fifty (50) % of the employee's salary including, if need be, the premiums for regional disparities as billed monthly by the school board.
 6. Failure on the part of the organization to pay the amounts indicated in article 5. within the time allotted, this contract shall be cancelled automatically and the employee shall return to the service of the board.
 7. One of the parties may terminate this contract upon a ten (10) day written notice to the other two (2) parties.
 8. Upon the employee's return to the board, the employee shall be reinstated in his position. If his position has been eliminated or if he is displaced in accordance with the collective agreement, the employee shall be entitled to the benefits that he would have had if he had been in service.

9. This contract may be extended following an agreement between the parties.

IN WITNESS WHEREOF, the parties have signed in _____, this _____ day of the month of _____ 198__.

For the school board _____

For the organization _____
(name)

(address)

The Employee _____

C.C.: Union.

This entente shall come into force on the date of its signature by the parties.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of the month of February 1984.

FOR THE CPNCP

FOR THE UNION DES EMPLOYÉS DE
SERVICE, LOCAL 298

(signed)

Robin Drake
President

(signed)

Aimé Gohier

(signed)

Georges-Noël Fortin
Vice-president

(signed)

Alain Robindaine

(signed)

Robert Mainville
Spokesman

ENTENTE BY VIRTUE OF CLAUSE 2-2.04 OF THE
PROVISIONS CONSTITUTING
COLLECTIVE AGREEMENTS BINDING

ON THE ONE HAND: EACH OF THE SCHOOL BOARDS FOR PROTESTANTS CONTEMPLATED
BY CHAPTER 0-7.1 OF THE REVISED STATUTES OF QUÉBEC

AND

ON THE OTHER HAND: THE UNION DES EMPLOYÉS DE SERVICE, LOCAL 298, ON BEHALF
OF THE SUPPORT STAFF EMPLOYEES OF SCHOOL BOARDS AND ON
BEHALF OF THOSE IT REPRESENTED AS BARGAINING AGENT ON
NOVEMBER 29, 1982

August 31, 1984

69-0249 (2-S)

The parties agree to modify as follows the provisions constituting collective agreements binding, for the period from April 2, 1983 to December 31, 1985, the school boards for Protestants and the Union des employés de service, local 298, on behalf of those it represents as bargaining agent on November 29, 1982, the foregoing in accordance with and by virtue of clause 2-2.04.

1. Clause 5-3.14 is modified by replacing the third paragraph by the following:

"3- the union party shall renounce the setting up of a shared-cost long-term income benefit plan. The parity committee shall have available, within the framework of clause 5-3.20, and for each of the calendar years of this agreement, a total amount equal to the actuarial reduction involved in the integration of the basic benefits of the Automobile Insurance Plan of Québec into the basic income benefit plan. Such actuarial reduction shall be determined by the two parties to the committee. Failing an agreement between the parties, an actuary chosen by the parties must determine the amount.

4- Moreover, the parity committee shall have available, within the framework of clause 5-3.20, a total amount equal to the value, for the period from July 1, 1980 to December 31, 1982, of the actuarial reduction involved in the integration of the basic benefits of the Automobile Insurance Plan of Québec into the basic income benefit plan. Such actuarial reduction shall be determined by the two parties to the committee. Failing an agreement between the parties, an actuary chosen by the parties must determine the amount. Such amount shall be paid to the parity committee in three (3) instalments: a) one third (1/3) of the amount shall be paid to the parity committee on or before October 1, 1984; b) one third (1/3) of the amount shall be paid to the parity committee on or before July 1, 1985; c) and one third (1/3) of the amount shall be paid to the parity committee on or before December 31, 1985."

This entente shall come into force on the date of its signature by the parties.

IN WITNESS WHEREOF, the parties have signed in Montréal, this 31st day of the month of August 1984.

FOR THE CPNCP

FOR THE UNION DES EMPLOYÉS DE SERVICE, LOCAL 298

(signed)

Alan David, president

(signed)

Aimé Gohier, president

(signed)

Claude Lamoureux, vice-president

(signed)

Robert Mainville, spokesman
