



P1

Entente concluded between

CENTRE DE DOCUMENTATION
D. G. P. R.

on the one hand:
the Comité patronal de négociation
pour les commissions scolaires
pour catholiques, the Catholic
Confessional School Boards
and the Corporations of School
Trustees for Catholics (CPNCC)

and on the other hand:
the Centrale de l'enseignement
du Québec (CEQ) on behalf
of the unions of professionals,
represented by its bargaining
agent, the Fédération des
syndicats de professionnelles
et professionnels de commissions
scolaires du Québec

Within the framework of the Act
representing the process of
negotiation of the collective
agreements in the public and
parapublic sectors (R.S.Q.,
Chapter R-8.2)

1986-1988



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CHAPTER 1-0.00 GENERAL PROVISIONS

1-1.00 DEFINITIONS

1-1.01 PRINCIPLE

Unless the context indicates otherwise, for the purposes of applying this agreement, the words, terms and expressions which are defined hereinafter shall have the meaning and the application respectively assigned to them.

1-1.02 ASSIGNMENT

Position to which a professional is appointed.

1-1.03 YEAR OF SERVICE

Any period of twelve (12) full months in the employ of the board made up of full-time or part-time employment.

1-1.04 YEAR OF EXPERIENCE

A period of twelve (12) months of full-time employment or its equivalent in the service of an employer and recognized as such according to article 6-6.00.

1-1.05 SCHOOL YEAR AND WORK YEAR

The period included between July 1 of one year and June 30 of the following year.

1-1.06 CENTRALE OR CEQ

The Centrale de l'enseignement du Québec.

1-1.07 PLACEMENT

Assignment of a step in a salary scale to a professional.

1-1.08 CLASSIFICATION

The employment group to which a professional belongs.

1-1.09 MANAGEMENT COMMITTEE

The management negotiating committee established by virtue of paragraph 1° of section 30 of the Act respecting the process of negotiation of the collective agreements in the public and para-public sectors (R.S.Q., Chapter R-8.2).

1-1.10 BOARD

The school board or regional board bound by this agreement.

1-1.11 EMPLOYMENT GROUP

One of the employment groups provided for in the Classification Plan for Professionals of School Boards.

1-1.12 UNION DELEGATE

A professional in the employment of the board appointed in that capacity by the union to represent professionals covered by certification.

1-1.13 STEP

A division of the salary scale where a professional is placed according to the provisions of Chapter 6-0.00.

1-1.14 FÉDÉRATION OR FCSCQ

The Fédération des commissions scolaires catholiques du Québec.

1-1.15 FSPPCSQ

The Fédération des syndicats de professionnelles et professionnels de commissions scolaires du Québec (CEQ).

1-1.16 DUTIES

The collectivity of tasks assigned to the professional and which are found within the general framework defined for an employment group.

1-1.17 GRIEVANCE

A disagreement related to the interpretation or application of this agreement.

1-1.18 WORKING DAYS

For the purposes of computing time limits, the days from Monday to Friday inclusively with the exception of the paid legal holidays proclaimed by the civil authority and the days mentioned in article 5-15.00.

1-1.19 DISAGREEMENT

Any dissension between the parties, other than a grievance within the meaning of the agreement and a dispute within the meaning of the Labour Code.

1-1.20 MINISTÈRE

Le ministère de l'Éducation du Québec.

1-1.21 MINISTRE

Le ministre de l'Éducation du Québec.

1-1.22 TRANSFER

Passage of a professional to an employment group which differs from that to which he belonged.

1-1.23 LOCAL PARTIES

The board and union bound by this agreement.

1-1.24 PARTIES AT THE NATIONAL LEVEL

The Management Committee and the Centrale.

1-1.25 MANAGEMENT GROUP AT THE NATIONAL LEVEL

The Management Committee.

1-1.26 UNION GROUP AT THE NATIONAL LEVEL

The Centrale on behalf of the unions of professionals of school boards it represents, represented by its bargaining agent, the Fédération des syndicats de professionnelles et professionnels de commissions scolaires du Québec (CEQ).

1-1.27 CLASSIFICATION PLAN

The document of the Ministère and the Fédération entitled "Classification Plan for Professionals of School Boards" in effect on the date of the coming into force of this agreement.

1-1.28 POSITION

A position is made up of the following three (3) elements: the duty assigned to the professional, his place of work and the department to which he belongs.

1-1.29 VACANT POSITION

A position not occupied by anyone and which has not been abolished by the board.

1-1.30 PROFESSIONAL

Every person carrying out duties in an employment group provided for in the Classification Plan.

1-1.31 REGULAR PROFESSIONAL

Professional engaged in a manner other than temporary.

1-1.32 SUBSTITUTE PROFESSIONAL

Every professional engaged as such in a temporary manner to replace a professional on an authorized leave according to the provisions of this agreement.

1-1.33 PROFESSIONAL COVERED BY A GRANT

Every professional engaged as such and who has a contract for a definite period within the framework of a specific project for which the board has received a grant, subsidy or donation.

1-1.34 SUPERNUMERARY PROFESSIONAL

Every professional engaged as such in a temporary manner in addition to the professionals already in the employment of the board:

- a) either for a surfeit of work for a maximum period of six (6) months unless there is an agreement between the local parties before the expiry of the said period;
- b) or a specific project of a temporary nature financed by the board for a maximum period of nine (9) months, unless there is an agreement between the local parties before the expiry of the said period.

1-1.35 FULL-TIME PROFESSIONAL

The regular professional, the substitute professional, the professional covered by a grant or the supernumerary professional whose regular workweek includes the number of hours provided for in article 8-1.00.

As of July 1, 1987, this definition shall be replaced by the following:

The substitute professional, the professional covered by a grant or the supernumerary professional whose regular workweek includes the number of hours provided for in article 8-1.00 and the regular professional whose regular workweek includes seventy-five per cent (75%) or more of the number of hours provided for in article 8-1.00.

1-1.36 PART-TIME PROFESSIONAL

The professional whose regular workweek has fewer hours than that provided for the full-time professional who has the same status.

1-1.37 REASSIGNMENT

A change of position within the same employment group.

1-1.38 SCHOOL REGION

One of the school regions established by the Ministère in its map of school boards published under code 51-5120 C-2.

1-1.39 UNION REPRESENTATIVE

Any person designated by the union to perform union duties.

1-1.40 EDUCATION SECTOR

The school boards and colleges within the meaning 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).

1-1.41 TRAINEE

A person taking training courses which are imposed on certain candidates in certain professions or undergoing a training period in a department at the board and who is not engaged by the board as a professional.

1-1.42 UNION

The association of employees certified by virtue of the Labour Code and bound by this agreement.

1-1.43 HOURLY RATE

Salary divided by 1 820.

1-1.44 SALARY

The remuneration in legal currency to which a professional is entitled according to his step in the salary scale as provided for in Chapter 6-0.00.

1-1.45 TOTAL SALARY

The total remuneration in legal currency to be paid to the professional by virtue of this agreement.

1-1.46 BARGAINING UNIT

All the professionals in the service of the board covered by the certification held by the union.

1-2.00 INTERPRETATION AND NULLITY OF A CLAUSE

1-2.01 The nullity of a clause of this agreement shall not entail the nullity of any other clause or of the entire agreement.

1-2.02 Each clause of the agreement shall be interpreted in relation to the other clauses of the agreement by attributing to each the meaning which arises from the contract as a whole.

1-2.03 Unless expressly stipulated to the contrary or unless incompatible with the context, whenever in this agreement the masculine gender is used with regard to a professional, the feminine gender shall be implied and whenever the feminine gender is used with regard to a professional, the masculine gender shall be implied.

1-3.00 APPENDICES

1-3.01 The appendices shall form an integral part of this agreement.

1-4.00 NONDISCRIMINATION

1-4.01 No threat, constraint, discrimination or unjust distinction which might eliminate or compromise a fundamental right or freedom expressly recognized under the Charter of Human Rights and Freedoms must be exercised against a professional.

1-4.02 No threat, constraint, discrimination or unjust distinction shall be exercised against a board representative, a union delegate or union representative during or following the performance of their duties in this respect.

1-4.03 There will be no intimidation, reprisals or discrimination against a professional because of the fact that he exercises a right or recourse provided for by law or this agreement.

1-5.00 SEXUAL HARASSMENT IN THE WORKPLACE

1-5.01 Sexual harassment in the workplace is defined as imposed or unwanted sexual advances that compromise a right recognized by this agreement.

1-5.02 The professional shall be entitled to work in an environment free of sexual harassment.

- 1-5.03 The board shall take reasonable measures in order to promote a working environment free of sexual harassment and to stop any sexual harassment brought to its attention.
- 1-5.04 Every grievance concerning 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.
- 1-5.05 At the written request of the plaintiff, the local parties shall set up, within ten (10) days of such request, a committee composed of one (1) member designated by the union and one (1) member designated by the board.
- 1-5.06 The committee's mandate shall be to study the grievance, the facts and circumstances which gave rise to 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 of the request for its establishment.
- 1-5.07 The name of the plaintiff and the circumstances surrounding the grievance must be treated in a confidential manner, particularly by the board and the committee members, except if such information is required for the inquiry related to the grievance or for the application of a measure taken by virtue of this agreement.
- 1-5.08 Should a solution 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 forty-five (45) days after the committee submits a report.
- 1-5.09 A grievance concerning sexual harassment shall be given hearing priority.
- 1-5.10 Notwithstanding clause 4-1.04, a sexual harassment grievance in the workplace shall not be submitted to the Labour Relations Committee for consultation.
- 1-6.00 **EQUAL OPPORTUNITY**
- 1-6.01 The board which decides to set up a voluntary equal opportunity program shall consult the union, through the Labour Relations Committee, on the contents of the program.

- 1-6.02 Within the framework of the consultation provided for in clause 1-6.01, the board shall forward to the union the information that it deems useful.
- 1-6.03 An equal opportunity program shall contain, in particular, the following elements:
- a) the objectives sought;
 - b) the corrective measures;
 - c) the time frame;
 - d) the control mechanisms allowing the evaluation of the progress made and problems encountered.
- 1-6.04 In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the collective agreement must be the subject of a written agreement in accordance with clause 9-5.03.

1-7.00 PRINTING OF THE TEXT OF THE NATIONAL ENTENTE

- 1-7.01 The cost of printing this entente shall be assumed by the national management group; it shall forward copies to each union in a quantity sufficient to permit a distribution to all the professionals it represents, plus an additional 20%. It shall send six hundred (600) copies to the FSPPCSQ.
- 1-7.02 The text of this entente shall be translated into English at the expense of the national management group. The English version must be made available to anglophone professionals and to the union within sixty (60) days of the publication of the French version of this entente.
- 1-7.03 The French version shall constitute the official text of this entente for interpretation purposes.

1-8.00 DURATION OF THE AGREEMENT

- 1-8.01 This agreement shall come into force on the date it is signed and shall not have any retroactive effect except in the case of stipulations to the contrary provided therein.
- 1-8.02 This agreement shall expire on December 31, 1988. However, the provisions of this agreement shall continue to apply until the signing of a new agreement.

CHAPTER 2-0.00 JURISDICTION

2-1.00 FIELD OF APPLICATION

2-1.01 This agreement shall apply to all professionals who are employed directly by the board and who are employees within the meaning of the Labour Code and covered by the certification issued to the union, the foregoing subject to the following clauses.

2-1.02 This agreement shall not apply to trainees.

2-1.03 This agreement shall apply to the regular professional whose regular workweek includes fewer hours than that provided for in article 8-1.00. However, unless this agreement expressly stipulates otherwise, the following benefits shall apply in proportion to the regular hours provided for in his schedule:

- a) salary;
- b) salary insurance plan;
- c) vacation.

2-1.04 The professional engaged for a duration equal to or greater than six (6) months as a substitute professional, a professional covered by a grant or a supernumerary professional shall be covered by this agreement with the exception of the following subjects:

- a) leaves for union activities of long duration;
- b) priority and security of employment;
- c) public office;
- d) extension of maternity leave.

However, unless this agreement expressly stipulates otherwise, for the substitute professional, the professional covered by a grant or the supernumerary professional whose regular workweek includes fewer hours than that provided for in article 8-1.00, the following benefits shall apply in proportion to the number of regular hours provided for in his schedule:

- a) salary;

2-1.04
(cont'd)

- b) salary insurance plan;
- c) vacation.

2-1.05

The professional engaged for less than six (6) months as a substitute professional, a professional covered by a grant or a supernumerary professional shall be entitled only to the application of those clauses where he is expressly designated as well as the clauses pertaining to the following subjects:

- a) nondiscrimination;
- b) salary in proportion to the hours worked;
- c) the duration of the workweek and overtime;
- d) payment of salary;
- e) union dues;
- f) parental rights according to the conditions provided for in article 5-13.00, if he is engaged for three (3) months or more;
- g) the benefits for regional disparities according to the conditions provided for in article 6-3.00;
- h) health and safety;
- i) travel expenses;
- j) civil responsibility;
- k) the procedure for settling grievances and arbitration as regards the rights recognized by virtue of this clause.

The professional shall also be entitled to an increase of nine per cent (9%) of the salary applicable to him to take into account all the fringe benefits including the insurance plans. The nine per cent (9%) increase shall be distributed over each of his salary payments. He shall also be entitled to an amount of eight per cent (8%) of the salary received for vacation purposes upon the termination of his engagement.

The provisions of this agreement required for the application and interpretation of the professional's rights provided for in this clause shall apply for those purposes.

2-2.00 RECOGNITION

2-2.01 The school board shall recognize the union as the exclusive collective representative of the professionals governed by this agreement for the purpose of its application.

This recognition shall apply in particular to the conclusion of local arrangements.

2-2.02 The school board and the union shall recognize the parties at the national level for the purpose of assuming in their name the responsibilities specifically delegated to them by certain clauses of the national entente.

2-2.03 Consultation must be held with the Labour Relations Committee concerning any special agreement between a professional and the school board before such agreement may come into force.

No individual agreement between a professional and the school board may result in any additions, deletions or changes whatsoever in this agreement.

2-2.04 If a higher court (Superior Court, Court of Appeal, Supreme Court) finds a provision of this agreement discriminatory, the parties at the national level shall agree to meet within the framework of article 9-5.00.

CHAPTER 3-0.00 UNION PREROGATIVES

3-1.00 UNION SYSTEM

3-1.01 Every professional who is a member of his union must so remain for the duration of this agreement.

3-1.02 Every professional who is not a member of his union and later becomes one must so remain for the duration of this agreement.

3-1.03 Every professional who is engaged after the date of the coming into force of this agreement must sign the union membership application form provided by the union.

The board shall forward to the union the form signed by the professional within ten (10) days of the professional's entry into service.

If the union accepts his application, he must remain a member of his union for the duration of this agreement.

3-1.04 The fact that the union does not accept a professional in its ranks or expels him may in no way affect his employment ties with the school board.

3-2.00 DEDUCTION OF UNION DUES

3-2.01 The board shall deduct from the total salary of each professional covered by certification and governed by this agreement an amount equivalent to the regular union dues which the union sets for its members.

3-2.02 Upon written notification to this effect, the board shall also deduct special union dues.

3-2.03 Every notice of deduction shall come into force on the thirtieth (30th) day following its receipt by the board in the case of regular dues or on the forty-fifth (45th) day following its receipt by the board in the case of special dues.

3-2.04 The union shall indicate the following to the board by means of a written notice:

- a) the amount or rate of the regular or special union dues;

- 3-2.04 (cont'd)
- b) the date of the first deduction, subject to clause 3-2.03;
 - c) the number of consecutive pays over which the dues will be distributed;
 - d) the name and address of the collection agent.
- 3-2.05 Within fifteen (15) days of the collection, the board shall give the union or the collection agent a cheque for the deductions made as union dues.
- 3-2.06 This cheque must include a stub containing the following information:
- a) the month in question or pay period concerned;
 - b) the total amount levied;
 - c) the number of contributors;
 - d) the deduction rate applied;
 - e) the list of professionals who have contributed indicating for each the following information:
 - his surname and given name;
 - his social insurance number;
 - his annual salary;
 - the salary on which the deduction is based for the period concerned;
 - the amount deducted;
 - the date on which he began in service as a professional or the date of his departure, if it is included in the period contemplated by this list.
- 3-2.07 If the union has appointed a collection agent, the board shall forward a copy of the accompanying stub to the union delegate at the same time as to the collection agent.
- 3-2.08 The board shall forward to the union or to the union's collection agent, if applicable, before August 31, a list covering

3-2.08 (cont'd) the period of the preceding school year and, before January 31, a list covering the period of the preceding calendar year, which lists must contain the following information:

- a) the surname and given name of the contributor;
- b) his social insurance number;
- c) his employment status;
- d) the date on which he began in service as a professional or the date of his departure, if it is included in the period contemplated by this list;
- e) the salary earned on which dues may be collected during the period contemplated by this list;
- f) the amount deducted as dues;
- g) the total amount for items e) and f) for the period contemplated by the list.

The board shall also forward a copy of such lists to the union delegate.

3-2.09 For each contributor, the board shall indicate on the T4 slips and on the Relevé 1 (for income tax purposes) the total amount deducted as union dues.

3-2.10 When either one of the local parties requests the labour commissioner-general to rule on whether a person considered as belonging to a bargaining unit must be excluded therefrom or on whether a person considered as not belonging to a bargaining unit must be included therein, the date on which the labour commissioner renders his decision shall represent either the end of the period during which dues may be collected for the person who has been excluded or the beginning of the period during which dues may be collected for the person who is included in the bargaining unit.

3-2.11 For the professional who is excluded from the bargaining unit in accordance with clause 3-2.10, the union shall undertake to pay back directly to such professional the extra dues deducted, where applicable, taking into account the proportion of his total salary for which dues may be collected.

3-2.12 The union shall assume the case of the board for any claim contesting a deduction made and remitted in accordance with this article and shall agree to pay the board any amount for which it may be liable by virtue of a final judgment.

3-3.00 UNION DELEGATE

3-3.01 The union shall appoint a professional employed by the board as a union delegate to represent it at the board for purposes of applying this agreement.

His duties among others shall be:

- a) to assist the professional in the preparation, presentation, discussion and arbitration of his grievance;
- b) to ensure the respect of the professional's rights under this agreement;
- c) to investigate any alleged violation of this agreement and any situation that a professional indicates as being inequitable;
- d) to distribute throughout his board documentation issued by the union, the FSPPCSQ or the CEQ;
- e) to hold information and consultation meetings.

3-3.02 The union may appoint an assistant union delegate to perform the duties of the union delegate in his absence. Such assistant union delegate must be a professional employed by the board.

The union may also appoint an assistant union delegate for each of the departments in which there are at least fifteen (15) professionals.

The union may not, however, appoint more than four (4) assistant union delegates as a result of the application of this clause.

For purposes of this clause, department designates one of the following four (4) sectors: administrative services, educational services, student services or adult education services.

3-3.03 The union shall inform the board in writing of the name of its delegate and his assistant or assistants within thirty (30) days following their appointment and shall inform the board of any change without delay. The union shall designate among the assistant union delegates the one who will act in the absence of the union delegate.

3-3.04 The union delegate or assistant union delegate shall perform his duties outside of his working hours.

3-3.04
(cont'd)

However, after having notified his immediate superior within a reasonable time period, the union delegate or, in his absence, the assistant union delegate may be absent from his work without loss of salary nor reimbursement by the union, to accompany a professional upon the presentation and discussion of a grievance with the board's representative.

If it becomes necessary for the union delegate or, in his absence, the assistant union delegate to leave his work in order to perform his duties, he may do so after having given prior written notification to his immediate superior. Barring uncontrollable circumstances or unless there is an agreement to the contrary, such written notification must be given twenty-four (24) hours in advance. Every absence shall be deducted from the bank of days for union activities provided for in clause 3-4.12 and reimbursed according to the terms provided for in clause 3-4.15.

3-3.05

In his dealings with the board or its representatives, the union delegate or, in his absence, the assistant union delegate may be accompanied by a union representative. However, barring uncontrollable circumstances, the board must be informed at least twenty-four (24) hours prior to the meeting whether the union delegate or assistant union delegate will be accompanied.

If the person who accompanies the union delegate is a professional in the same board as the latter, his absence shall be deducted from the bank of days for union activities provided for in clause 3-4.12 and shall be reimbursed according to the terms provided for in clause 3-4.15.

3-4.00 LEAVES FOR UNION ACTIVITIES

SECTION 1 LEAVES FOR NEGOTIATION PURPOSES AT THE NATIONAL LEVEL

3-4.01 The parties at the national level agree on the principle of releasing on a full-time basis a certain number of professionals to be determined among themselves, without loss of salary and with or without reimbursement by the union to participate in such negotiations.

SECTION 2 LEAVES FOR UNION ACTIVITIES OF LONG DURATION

3-4.02 The union or the FSPPCSQ shall obtain, upon a written request to this effect to the board at least thirty (30) days in advance, the full-time leave of a professional who is an elected member of the executive committee of the union, of the FSPPCSQ or of the CEQ. The professional shall return to the service of the board upon a written (30)-day notice to the board.

3-4.03 The union or the FSPPCSQ shall obtain from the board the full-time leave of absence of the professional to whom it intends to entrust certain union responsibilities.

If the request is for one (1) school year, it must be submitted to the board before May 1 preceding such school year. Such a leave shall be renewed automatically for another school year upon notification by the union or the FSPPCSQ to the board before the preceding May 1.

If the request for a leave is for an uninterrupted period of less than twelve (12) months, it must be submitted to the board at least thirty (30) days in advance. However, in this case, permission shall be granted only if the board succeeds in engaging a substitute professional after having decided that such a replacement would be necessary and after having notified the union or the FSPPCSQ to this effect within ten (10) days of the request. If the board decides not to find a replacement or if the request is submitted at least sixty (60) days in advance, the absence shall be authorized.

3-4.04 The union or the FSPPCSQ may request, in writing, a part-time leave of absence of a professional to whom it intends to entrust certain union responsibilities. This leave shall require the authorization of the board.

3-4.05 The professional on leave by virtue of this section shall continue to receive from the board his salary and all the benefits and privileges he would receive if he were in service. The union shall reimburse the board for the salary, the vacation in proportion to the duration of the leave, the special allowances and employer contributions paid by the board for the professional, including the sick-leave days provided for in clause 5-10.40 and this, within ninety (90) days of the forwarding of a detailed statement to the union. Such a statement shall be sent to the union at least twice per school year.

3-4.06 Upon his return, the professional on leave by virtue of this section shall resume the position he had at the time of his departure on leave or another position to which he is reassigned or transferred by the board, the foregoing subject to the other provisions of this agreement.

SECTION 3 LEAVES TO PARTICIPATE IN THE FSPPCSQ CONVENTION

3-4.07 The professional who is an official delegate of his union to the annual FSPPCSQ convention shall obtain permission to be absent without loss of salary or reimbursement when such convention is held and this, for a maximum of two (2) working days per year.

3-4.08 The absences provided for in clause 3-4.07 shall be granted up to the following number of professionals:

- a) if the bargaining unit has fewer than one hundred (100) professionals: one (1) professional;
- b) if the bargaining unit has one hundred (100) to four hundred (400) professionals: two (2) professionals;
- c) if the bargaining unit has four hundred and one (401) professionals or more: four (4) professionals.

3-4.09 Every absence provided for in this section shall be preceded by a written request which must contain the name of the professional or professionals for whom the absence is requested as well as the duration and location of the union activity concerned.

The competent authority shall authorize the absence if the request is made at least forty-eight (48) hours prior to the absence foreseen. If it is not, the absence must be authorized by the competent authority.

3-4.10 If the board replaces a professional who is absent by virtue of this section, the union shall reimburse the board for the salary paid to this effect.

SECTION 4 LEAVES FOR OTHER UNION ACTIVITIES

3-4.11 A member of a body provided for in the by-laws of the union, of the FSPPCSQ or of the CEQ may, with the written consent of the union, be absent without loss of salary to participate in the work of this body.

The union shall inform in due course the board of the list of the bodies provided for in the by-laws of the union, the FSPPCSQ or the CEQ and, where applicable, of any change to this list.

3-4.12 A union representative may, with the written consent of the union, be absent without loss of salary to carry out a union mandate other than those provided for in clause 3-4.11 or in the preceding sections.

These absences shall be granted by the board up to the number of working days provided for hereinafter and this, for all the professionals in a bargaining unit:

- a) if the bargaining unit has fewer than thirty-six (36) professionals: fifteen (15) working days per school year;

- 3-4.12 (cont'd)
- b) if the bargaining unit has thirty-six (36) to seventy (70) professionals: twenty (20) working days per school year;
 - c) if the bargaining unit has seventy-one (71) to one hundred (100) professionals: twenty-five (25) working days per school year;
 - d) if the bargaining unit has one hundred and one (101) to two hundred (200) professionals: thirty (30) working days per school year;
 - e) if the bargaining unit has two hundred and one (201) to three hundred (300) professionals: thirty-five (35) working days per school year;
 - f) if the bargaining unit has three hundred and one (301) to four hundred (400) professionals: forty (40) working days per school year;
 - g) if the bargaining unit has more than four hundred (400) professionals: forty-five (45) working days per school year.

If in a school board there was, during the 1984-1985 school year, more than one certification of professionals and the new certification held by a union affiliated with the FSPPCSQ covers more than twenty (20) professionals, five (5) working days per year shall be added.

3-4.13 When the number of days provided for in clause 3-4.12 is reached, a professional must obtain the permission of the board to be absent to carry out a union mandate by virtue of this clause.

3-4.14 Any absence provided for in this section shall be preceded by a written request including the name of the professional or professionals for whom the absence is requested as well as the duration and location of the union activity concerned.

The competent authority shall authorize the absence if the request is made at least forty-eight (48) hours prior to the absence foreseen. If it is not, the absence must be authorized by the competent authority.

SECTION 5 REIMBURSEMENT OF ABSENCES PROVIDED FOR IN SECTION 4

3-4.15 The union shall reimburse to the board, for each day of absence provided for in section 4, fifty per cent (50%) of the salary of

3-4.15
(cont'd)

the professional who is absent, up to the number of days provided hereinafter:

- a) if the bargaining unit has fewer than thirty-six (36) professionals: fifteen (15) days per school year;
- b) if the bargaining unit has thirty-six (36) to seventy (70) professionals: twenty (20) days per school year;
- c) if the bargaining unit has seventy-one (71) to one hundred (100) professionals: twenty-five (25) days per school year;
- d) if the bargaining unit has one hundred and one (101) to two hundred (200) professionals: thirty-five (35) days per school year;
- e) if the bargaining unit has two hundred and one (201) to three hundred (300) professionals: forty (40) days per school year;
- f) if the bargaining unit has three hundred and one (301) to four hundred (400) professionals: forty-five (45) days per school year;
- g) if the bargaining unit has more than four hundred (400) professionals: fifty (50) days per school year.

If in a school board there was, during the 1984-1985 school year, more than one certification of professionals and the new certification held by a union affiliated with the FSPPCSQ covers more than twenty (20) professionals, five (5) days per school year shall be added.

When the number of days is reached, the union shall reimburse the board one hundred per cent (100%) of the salary of the professional who is absent.

SECTION 6 LEAVES TO PARTICIPATE IN A JOINT COMMITTEE

3-4.16

A union representative officially appointed to a joint committee provided for in this agreement may be absent from work without loss of salary or reimbursement by the union in order to attend the meetings of such committee.

The immediate superior of each authorized representative must be informed in advance by the latter of the name of the committee concerned and of the anticipated duration of the meeting. If it involves a provincial meeting, a seventy-two (72)-hour notice shall be required.

SECTION 7 LEAVES RELATED TO THE GRIEVANCE AND ARBITRATION PROCEDURE

3-4.17 Two (2) authorized representatives of the union may be absent from their work without loss of salary or reimbursement by the union if their presence is required to meet the authority designated by the board in order to implement the procedure for the settlement of grievances or the application of this agreement.

The immediate superior of each authorized representative must be informed in advance by the latter of the name of the authority designated by the board with whom he is meeting.

3-4.18 If an arbitration session by virtue of Chapter 9-0.00 is held during working hours, the professional involved as a witness or plaintiff at the said hearing shall obtain permission to be absent without loss of salary or reimbursement by the union for the period of time deemed necessary by the arbitrator.

Every professional not released and whose presence is required to act as an adviser during an arbitration session shall obtain from the authority designated by the board permission to be absent without loss of salary or reimbursement by the union.

SECTION 8 GROUP PROFESSIONAL ACTIVITIES AND UNION MEETINGS

3-4.19 Within the professional's timetable, certain periods may be devoted to group professional activities after agreement between the board and the union.

3-4.20 Every union meeting must be held outside of the regular working hours.

SECTION 9 GENERAL PROVISIONS

3-4.21 The professional on leave by virtue of this article shall maintain his title of professional as well as all the rights and privileges which he would have by virtue of this agreement if he were in service.

3-4.22 The work schedule of the professional on leave for union activities cannot be modified solely because of the fact that he is absent for union activities unless there is an agreement between the board and the union.

3-5.00 USE OF SCHOOL BOARD PREMISES

3-5.01 At the request of the union delegate, the board shall provide free of charge to the union, in one of its buildings, a suitable and available room for the holding of a union meeting.

3-5.01 For this purpose, the board must be notified in advance. The
(cont'd) notice must be of at least forty-eight (48) hours in the case of
a general meeting of all the members.

3-5.02 The union must take the necessary measures so that the room thus
used is left tidy.

3-5.03 Following an agreement between the local parties, the board
shall provide free of charge, in one of its buildings, a suitable
and available room for a permanent union secretariat.

3-6.00 **POSTING AND DISTRIBUTION**

3-6.01 The union may post on the bulletin boards installed by the
board, in the appropriate places in the buildings that it occupies,
any document of a professional or union nature bearing the name
of the union, the FSPCCSQ or the Centrale.

3-6.02 The board shall recognize the union's right to ensure the distribution
of documents and communiqués of the same nature to each of the
professionals even on the working premises, but outside of the time
during which the professional is working.

3-6.03 As soon as the competent authority of the school receives any
information, document or other communication issued by the union,
he shall forward it to the union delegate or assistant union delegate
immediately.

3-6.04 If the board must post documents by virtue of this agreement, it
shall post them in all the establishments where there is a professional
in its employ.

3-6.05 The union may distribute any document to the professionals by
placing it in their offices or in their mail boxes.

3-6.06 The union may use, without charge, the internal mail service
already established by the board within its territory.

To this end, the union shall respect the deadlines and procedures
of such a service.

However, following an agreement between the local parties on the
Labour Relations Committee concerning the terms and conditions of
use in the case of a board which has four hundred (400) professionals
or more, the union could use without charge the internal mail service
already established by the board.

3-6.06 The union shall release the board from any civil responsibility
(cont'd) for any problem it might encounter in availing itself of the
 internal mail service of the board, except the responsibility
 arising from a serious error or gross negligence.

3-7.00 **DOCUMENTATION**

3-7.01 The board shall forward to the union in two (2) copies before
 October 31 of each year the list of professionals indicating for
 each:

- a) his name at birth and first name;
- b) the date of birth;
- c) sex;
- d) address;
- e) social insurance number;
- f) telephone number;
- g) date of entry into service at the board;
- h) date on which he began his services as a professional at the
 board;
- i) placement;
- j) salary;
- k) status of engagement;
- l) the employment group to which he belongs and, where applica-
 ble, the sector of activities of his employment group;
- m) his department;
- n) the statement of sick-leave days to his credit on the pre-
 ceding June 30;
- o) identification of the pension plan.

3-7.02 Every month, the board shall inform the union in writing of the
 changes which have been made to the list provided for in clause
 3-7.01.

3-7.03 The board shall forward to the union as well as to the union
 delegate a copy of every document pertaining to this agreement
 and any directive or document of a general nature that it for-
 wards to professionals.

The board shall also forward to the union delegate a copy of the
agenda and minutes of the meeting of the Council of Commis-
sioners or of the executive committee.

3-7.04 At the request of the union delegate to this effect, the board
 shall send him a copy of the budgetary forecasts and the state-
 ment of annual expenses and revenues approved as public docu-
 ments by the board.

3-7.05 The union shall be entitled to all the rights of a taxpayer as
 regards the consultation of the Minute Book of the board.

CHAPTER 4-0.00 CONSULTATION

4-1.00 LABOUR RELATIONS COMMITTEE

4-1.01 Within thirty (30) working days of the request of either one of the local parties, they shall establish, for the duration of this agreement, an advisory Labour Relations Committee.

4-1.02 The Labour Relations Committee shall be composed of a maximum of three (3) professionals chosen by and from among the members of the union in the employ of the board and of a maximum of three (3) representatives of the board. These appointments shall be on an annual basis.

4-1.03 At the request of either one of the local parties, the Labour Relations Committee shall meet to discuss any question concerning labour relations or a policy of the board having a bearing on professional activities.

4-1.04 The board must, before making a decision or taking action concerning one of the subjects mentioned hereinafter, consult the Labour Relations Committee; in order to do so, it must convene the committee at least six (6) days ahead of time, unless there is an agreement to the contrary between the parties, indicate in the notice of meeting the subject or subjects which must be discussed, during the meeting and forward with the notice of meeting the following information which is relevant to the consultation:

- a) a grievance;
- b) the distribution of the non-working days with pay;
- c) the arrival of trainees;
- d) the problems resulting from the exercise of a public office;
- e) the granting of leaves without salary;
- f) the consequences of a disruption or interruption of the operation of the board;
- g) any issue concerning the exclusivity of services of a regular full-time professional during his regular workweek;
- h) a policy or directive of the board affecting the working conditions of professionals;
- i) any other issue determined by an agreement between the board and the union.

4-1.05 Minutes shall be drawn up after each meeting and shall be sent to the appropriate decision-making authority.

- 4-1.06 At a subsequent meeting of the Labour Relations Committee, the representatives of the union may require from the representatives of the board explanations about a decision of the board on a question previously discussed by the Labour Relations Committee.
- 4-1.07 Each party to the Labour Relations Committee shall make its position known, regardless of the number of its representatives on the committee.
- 4-1.08 The professional whose case is on the agenda of the Labour Relations Committee is so notified in writing by the board. Such professional may, at his request, present his case to the Labour Relations Committee.
- 4-1.09 The meetings of the Labour Relations Committee may be held during working hours.
- 4-1.10 This article shall not prevent the union or the professional from availing themselves of the grievance procedure when this agreement grants this right.
- 4-1.11 Subject to the provisions of this article, the Labour Relations Committee shall be responsible for its internal management.
- 4-1.12 Except for one of the subjects provided for in paragraphs a) to 1) of clause 4-1.04, the time limits and procedures for convening a meeting shall be determined in clause 4-1.11.
- 4-1.13 At any meeting of the Labour Relations Committee, each party may call upon a resource person whose presence is necessary to discuss a subject on the agenda, provided that it advise the other party of the name of the resource person at least two (2) working days in advance. If such a person is a professional of the board called upon by the union and who must be absent from work, his absence shall be deducted from the bank of leaves for union activities provided for in clause 3-4.12 and shall be reimbursed according to the terms and conditions provided for in clause 3-4.15.

CHAPTER 5-0.00 EMPLOYMENT SYSTEM AND FRINGE BENEFITS

PART I EMPLOYMENT SYSTEM

5-1.00 ENGAGEMENT

5-1.01 The engagement of a regular professional shall be for a period which expires at the end of the school year, subject to the other provisions of this agreement.

Once the engagement of the regular professional terminates, it shall be renewed for the following school year, subject to the other provisions of this agreement.

5-1.02 The engagement of a substitute professional, a professional covered by a grant or a supernumerary professional shall be for a specific period.

The professional covered by a grant shall be the subject of a written evaluation by the board. A positive or negative evaluation shall be forwarded to him before the termination of his first engagement in that capacity.

If the evaluation is positive, this professional shall benefit from a priority of engagement to the position he held, if the latter is renewed by the board within the framework of the renewal of the grant, subsidy or donation.

Such priority shall be exercised subject to the right of the board to use a professional on availability within the framework of clause 5-6.18.

A contract of supernumerary professional concluded before the date of the signing of this agreement shall continue to be governed by clause 1-1.32 of the provisions constituting the 1983-1985 collective agreements and this, until it expires.

5-1.03 The engagement of every professional shall be made by written contract before the entry into service on the form provided for in Appendix A. A copy of this contract in its entirety shall be forwarded to the union and to the professional within five (5) days after it is signed.

5-1.04 Within five (5) days of the signing of the contract provided for in clause 5-1.03 or of the date of the entry into service if the latter is prior to the date on which the contract is signed, the

5-1.04
(cont'd)

board shall inform the professional, in writing, as well as the union delegate, of the following subjects and, subsequently, of any change which occurs in the subjects listed below:

- a) the employment group to which he belongs and, where applicable, the sector of activities of his employment group;
- b) his department;
- c) the nonexhaustive list of his duties;
- d) his place of work;
- e) the identification of his immediate superior;
- f) his placement;
- g) an indication of whether he performs his duties during the day, evening or day and evening.

In the case of a substitute professional, a professional covered by a grant or a supernumerary professional, the board shall inform the professional in writing of the approximate number of hours, days, weeks or months included in the term of his engagement.

5-1.05

Upon his engagement, the professional to whom the board offers a position shall receive a copy of this agreement from the latter.

5-1.06

A professional must, upon his engagement, produce an attestation of his training (qualifications) and experience and any other document required by the board at the time of his engagement. Failure to produce such attestations within thirty (30) days of the signing of his contract of engagement may constitute cause for the cancellation of his engagement within thirty (30) days of this time limit unless he is unable to do so due to circumstances beyond his control.

The professional shall be obliged to declare to the board any severance pay which he received by virtue of an employment security plan applicable in the education sector.

The board may cancel the said engagement at any time in the case of fraud. The burden of proof shall lie with the board.

5-2.00 NON-RE-ENGAGEMENT

5-2.01 Once the commissioners or school trustees have decided by a resolution adopted at a regularly held meeting to not engage a full-time regular professional for the following school year, they must, before June 1 preceding this school year, advise him by registered letter of their intention but they shall not be required to state their reasons for the decision therein. However, they must, upon a personal written request of the professional sent before June 15 which precedes this school year, give him in writing before the following June 30 the reasons for their decision, but he shall not be entitled to take any action as a result of the reasons thus given in good faith.

5-2.02 The board, after having decided to not engage a part-time regular professional for the following school year must, before June 1, advise him in writing of his non-re-engagement. This notice must state the reasons for its decision.

If the reason that the board intends to invoke to support the non-re-engagement is the surplus of personnel, the board shall consult the Labour Relations Committee no later than May 1. Such consultation shall not be subject to the provisions of the regular procedure provided for in article 4-1.00.

5-2.03 The union or the full-time regular professional may, if it or he believes that the procedure provided for in this agreement has not been followed for this non-re-engagement, submit a grievance according to the arbitration procedure provided for in this agreement.

Moreover, the union or the said professional may contest the validity of the reasons given for the non-re-engagement. However, the union or the professional may only do so if the latter has completed two (2) periods of service of eight (8) months or more or three (3) periods of eight (8) months if there has been a change of employer, each of which is included in a separate year of engagement over a continuous five (5)-year period on behalf of school boards, a school administered by a government ministry or another teaching institution designated by the Ministère.

5-2.04 The union or the part-time regular professional may, if it or he believes that the procedure provided for in clause 5-2.02 has not been followed for this non-re-engagement, submit a grievance according to the arbitration procedure provided for in this agreement.

5-2.04
(cont'd)

Moreover, the union or the said professional may contest the validity of the reasons given for the non-re-engagement. However, the union or the professional may only do so if he has completed the following periods of service:

- a) for the part-time regular professional who works thirty per cent (30%) or more but less than seventy-five per cent (75%) of the number of hours of the regular workweek provided for in article 8-1.00, three (3) periods of service of eight (8) months or more with his board and an additional period of eight (8) months if there has been a change of employer*;
- b) for the part-time regular professional who works less than thirty per cent (30%) of the number of hours of the regular workweek provided for in article 8-1.00, four (4) periods of service of eight (8) months or more with his board and an additional period of eight (8) months if there has been a change of employer.

Each of these periods must be included in a separate year of engagement over a continuous five (5)-year period.

5-2.05

The grievance contesting the non-re-engagement of a regular professional must be submitted directly to arbitration by the union or the professional according to the procedure provided for in this agreement and this, no later than July 31 following the date of termination of employment; this grievance must be given hearing priority.

5-2.06

A professional who has not acquired his tenure according to paragraph a) of clause 5-6.02 may be non-reengaged by the board in accordance with clause 5-2.01 if his non-re-engagement allows the assignment or relocation of a professional on availability in that same board or referred by the Regional Placement Bureau. The professional so assigned or relocated must meet the requirements of the position.

* For the purposes of applying this clause, for the period included between the date of the signing of this agreement and June 30, 1987, this provision shall also apply to the part-time regular professional who works seventy-five per cent (75%) or more but less than one hundred per cent (100%) of the number of hours of the regular workweek provided for in article 8-1.00.

5-2.06 (cont'd) The professional thus non-reengaged shall not be subject to the other provisions of article 5-6.00. However, he may be entitled to priority of employment under the conditions stipulated therein.

5-3.00 RESIGNATION AND BREACH OF CONTRACT

SECTION 1 RESIGNATION

5-3.01 The professional shall be bound by his contract of engagement in accordance with article 5-1.00 and may only be released from his engagement before its termination according to the provisions of this agreement.

5-3.02 The regular professional who wishes to resign must notify the board in writing at least sixty (60) days before the date of his departure.

5-3.03 The regular professional may resign without giving the notice provided for in clause 5-3.02, but he must give a written notice to the board, as soon as possible, for one of the following reasons:

- a) any change in the spouse's place of residence which obliges him to change locality;
- b) pregnancy;
- c) following the death of the spouse;
- d) other circumstances not provided for in this article, totally beyond the control of the professional and that require him to resign;
- e) obtaining a position with a higher salary scale in the education sector;
- f) any other reason deemed valid by the board.

In these cases, the board shall accept the professional's resignation and shall waive all recourse against him.

SECTION 2 BREACH OF CONTRACT

5-3.04 Any one of the following cases shall constitute a breach of contract:

- a) a professional who exercises an exclusive type of profession and whose permit to practice is withdrawn or who is removed according to the Professional Code;

- 5-3.04 (cont'd) b) a professional whose pastoral mandate is withdrawn by the religious authority;
- c) a professional on leave by virtue of this agreement who fails to report for work without a valid reason within the ten (10) working days following the date on which he should have reported for work.
- 5-3.05 Any breach of contract shall have the effect of permitting the board to terminate the engagement of a professional at any time.
- 5-3.06 A pastoral animator or christian education consultant whose engagement is terminated as a result of the withdrawal or non-renewal of his pastoral mandate shall benefit from the priority of employment plan provided for in clause 5-6.06 of this agreement.
- 5-3.07 The termination of engagement for any one of the reasons provided for in clause 5-3.04 shall not constitute a disciplinary measure as defined in article 5-5.00.
- 5-4.00 **PROFESSIONAL'S FILE**
- 5-4.01 Any written warning or written reprimand must originate from the competent authority designated by the board in order to be inserted in the file. Normally, however, a written reprimand may be inserted in the file only if it has been preceded by a written warning about an action of a similar nature to allow the professional to correct such action.
- 5-4.02 If the board intends to insert a written warning or a written reprimand in the file, it must send a copy thereof to the professional and to the union by registered letter or certified mail.
- 5-4.03 The professional to whom the board has given a written warning or a written reprimand may request that his written reply contesting the grounds for such warning or reprimand be inserted in the file. This written reply shall be withdrawn from the file at the same time as the contested reprimand or warning.
- 5-4.04 Any written warning which has not been followed by a written reprimand within six (6) months shall be withdrawn from the file.
- A written reprimand which the board has not had occasion to renew as a result of a recurrence committed within twelve (12) months following its insertion shall be withdrawn from the file.

5-4.05 A written warning or written reprimand which has been withdrawn from the file in accordance with this article cannot be subsequently invoked against the professional, and neither can the facts which gave rise to such written warning or written reprimand.

5-4.06 Subject to laws to the contrary and to this agreement, the board must respect the confidentiality of the professional's file.

5-4.07 The professional may, upon request, examine his file and may have any document that is not inserted in accordance with this article withdrawn.

5-5.00 **DISCIPLINARY MEASURES**

5-5.01 When the board or the competent authority decides to summon a professional for a disciplinary reason, this professional shall have the right to be accompanied by the union delegate or by a union representative.

5-5.02 The board may, by means of a written notice sent to the professional by registered or certified mail, impose a disciplinary measure; this notice must state the reasons for the decision. A copy of this notice must also be forwarded to the union by registered or certified mail.

A disciplinary measure is either a suspension or a dismissal.

A disciplinary measure must be based on a just and sufficient cause for which the burden of proof lies with the board.

5-5.03 Normally, a disciplinary measure shall be preceded by a written reprimand in order to allow the professional to correct his actions.

5-5.04 If the board intends to dismiss a professional, it must give him at least seventy-two (72)-hours' notice of the date, place and time of the meeting of the Council of Commissioners or the executive committee at which his dismissal shall be discussed.

The professional who so desires may make any representation to the Council of Commissioners or the executive committee before the decision is taken.

5-5.05 A grievance contesting a disciplinary measure must be submitted directly to arbitration by either the professional, the union or by both, within thirty (30) days of the receipt by the professional of the notice provided for in clause 5-5.02. A copy of this grievance must also be forwarded to the board.

5-6.00 PRIORITY AND SECURITY OF EMPLOYMENT

SECTION 1 GENERAL PROVISIONS

5-6.01 For the purposes of this article:

- a) if the board provides instruction to pupils whose principal language of instruction is French and to pupils whose principal language of instruction is English, all the professionals whose principal language of work is English shall be deemed as belonging to the English section, the other professionals shall be deemed as belonging to the French section. In this case, this clause shall apply to each of these sections thus defined as if each one constituted a school board in itself. However, the board and the union may agree in writing that this paragraph shall not apply;
- b) the professional on a leave with or without salary shall be deemed as belonging to the employment group and sector of activities, where applicable, in which he was classified before leaving on a leave;
- c) the professional who carries out the duties dealing with more than one employment group shall be deemed as classified in the employment group where he carries out duties during the major portion of his time;
- d) when the board offers the professional a position, it must inform him by registered letter. The date on the post office receipt for the letter sent by registered mail shall constitute prima facie proof for the calculation of the time limits;
- e) the board shall forward to the union before June 30 the list of professionals non-reengaged or placed on availability;
- f) the professional on availability at the time of the coming into force of this agreement shall benefit from the provisions of this article which concern the professional on availability;
- g) subject to clause 1-1.35, the provisions of this article shall apply as of the date of the signing of this agreement.

SECTION 2 TENURE

5-6.02 For the purposes of this article:

- a) the tenured professional is a full-time regular professional who has completed at least two (2) full years of continuous

5-6.02 a)
(cont'd)

service with the board as a full-time regular professional or as a full-time regular employee in another position at the board and this, since the date on which he last entered the service of the board.

However, for the full-time regular professional in service on July 1, 1987 whose regular workweek includes a number of hours equal to or greater than seventy-five per cent (75%) but less than one hundred per cent (100%) of the regular workweek, continuous service with the board as a regular professional in a position of which the regular workweek included a number of hours equal to or greater than seventy-five per cent (75%) of the regular workweek shall be calculated for the purposes of acquiring tenure;

- b) the leave for union activities, the parental leave, the disability leave covered by the salary insurance plan, the disability leave due to a work accident, the leave for educational purposes as well as any other leave for which this agreement provides the payment of salary shall constitute service for the purposes of acquiring tenure;
- c) the non-re-engagement because of surplus followed by a re-engagement by the same board during the following school year shall proportionally delay the acquisition of tenure during the period of interruption of his service;

this provision shall also apply to the part-time regular professional who is non-reengaged because of surplus on June 30, 1987 and who meets the requirements of the second (2nd) subparagraph of paragraph a) of this clause;

- d) insofar as there is no break in his employment ties, the acquisition of tenure for a professional shall be delayed proportionally in the case of an interruption of his service for reasons other than those provided for in paragraph b) of this clause.

SECTION 3 REDUCTION OF PERSONNEL

5-6.03 The board which intends to reduce its regular professional personnel shall consult the Labour Relations Committee no later than May 1 preceding such reduction of personnel.

5-6.04 The board may reduce the number of regular professionals in its employ due to a decrease in clientele, a substantial change in the services to be rendered or the termination of a special project according to the priorities established by the board

5-6.04
(cont'd)

within the framework of its staffing plan submitted to the Labour Relations Committee for consultation within the time limit provided for in clause 5-6.03. The consultation of the Labour Relations Committee shall not be subject to the provisions of the regular procedure provided for in article 4-1.00. However, at least one (1) meeting of the Labour Relations Committee must take place within the framework of this clause by May 1 at the latest.

The staffing plan of the board shall include in particular the following elements:

- a) the given name and surname of the regular professional, indicating whether he is on a full-time or part-time basis;
- b) the employment group to which he belongs and, where applicable, the sector of activities of his employment group;
- c) the department to which he belongs;
- d) the number of regular professionals affected by the reduction in personnel in each employment group or, where applicable, in each sector of activities;
- e) for information purposes, the reason or reasons which it intends to invoke within the framework of the reduction of personnel;
- f) the list of professionals on availability at the time of the preparation of the staffing plan.

5-6.05

When the board must proceed with a reduction of its regular professional personnel within an employment group, it shall proceed in the following manner and in the order indicated, within this employment group or, where applicable, within a sector of activities of this employment group:

- a) by terminating the employment of part-time regular professionals;
- b) by non-reengaging full-time regular professionals who have not acquired their tenure according to the inverse order of seniority;
- c) by placing on availability full-time regular professionals who have acquired their tenure according to the inverse order of seniority.

For the purposes of applying this clause, when two (2) or more professionals have equal seniority, the professional who has the fewest years of experience shall be considered as having the least seniority.

SECTION 4 RIGHTS AND OBLIGATIONS OF THE PROFESSIONAL WITHIN THE FRAMEWORK OF PRIORITY OF EMPLOYMENT

5-6.06 The non-tenured professional who has one (1) year but less than two (2) years of continuous service as a full-time regular professional with the board shall benefit from the following:

- a) he must be informed by registered letter of his non-re-engagement due to surplus before June 1;
- b) the board must forward his name to the Regional Placement Bureau without delay as well as the pertinent information which concerns him;
- c) his name shall remain entered on the lists of the Regional Placement Bureaus for a period not exceeding two (2) years from the end of his engagement and during this period, he shall benefit from priority of employment;
- d) if he is offered a full-time position by a board, he must accept it within ten (10) days of such written offer. The fact that the board attempts without success on two (2) occasions to contact the professional by registered letter to offer him a position shall constitute failure to accept;
- e) as of the date of refusal or failure to accept within the time allotted the position offered or failure to appear for an interview to which the board convenes him by registered letter, the name of the professional shall be removed from the lists of the Regional Placement Bureau. Such removal shall entail the cancellation of all the rights which he could have by virtue of this agreement.

SECTION 5 RIGHTS AND OBLIGATIONS OF THE PROFESSIONAL WITHIN THE FRAMEWORK OF SECURITY OF EMPLOYMENT

5-6.07 The placement on availability of a tenured professional shall be carried out in the following manner:

- a) he shall be informed by registered letter before the preceding June 1 of his placement on availability which shall begin on July 1 of a school year;
- b) the board must forward to the Regional Placement Bureau, without delay, his name as well as pertinent information concerning him.

5-6.08 As of the beginning of his placement on availability, the professional on availability who is offered a full-time position must accept it within ten (10) days after he receives the written offer*. However, this obligation shall exist only in the case where the position offered is located within a fifty (50)-kilometre radius from his principal place of work at the time of his placement on availability or within a fifty (50)-kilometre radius from his domicile.

For the purposes of this article, the fifty (50)-kilometre radius shall be calculated by the shortest passable public road.

5-6.09 If the full-time position offered to the professional includes at least the same number of hours as the position he held at the time of his placement on availability, he must accept it. In this case, his salary shall be adjusted in relation to the new number of hours of his regular workweek.

If the full-time position offered to the professional has fewer hours than the position he held at the time of his placement on availability, he must accept it. In this case, his salary as well as the evolution of this salary shall be adjusted as if the professional's new position included the same number of hours as the position he held before his placement on availability.

The board or the teaching institution in the education sector which engages such a professional may use him for duties compatible with his qualifications and experience for the difference in the number of hours between his new position and the position he held before his placement on availability.

5-6.10 Refusal or failure to accept the offer of engagement within the time allotted shall constitute a resignation on the part of the professional on availability and shall cause him to lose all the rights and privileges accorded to him by this agreement and shall automatically entail the removal of such professional's name from the lists of the Regional Placement Bureau. Moreover, in these cases, he shall not be entitled to any severance pay.

* If such written offer is received between July 1 and August 15, the professional must accept it before the following August 25.

5-6.11 Except for the period from July 1 to August 15, the fact that a board or a teaching institution in the education sector attempts without success on two (2) occasions to contact him by registered letter in order to offer him a position shall constitute failure to accept.

5-6.12 Except for the period from July 1 to August 15, the professional on availability must appear for an interview with a board or a teaching institution in the education sector when the Regional Placement Bureau so requests by registered letter. In this case, he shall be entitled to the reimbursement of his travel and accommodation expenses, if need be, according to the norms in force at his board.

To this end, he shall obtain the authorization to be absent without loss of salary upon presentation of the notice of meeting to the board.

5-6.13 The professional who is at fault in accordance with clause 5-6.11 or 5-6.12 shall be considered as having resigned from his board. Moreover, in these cases, he shall not be entitled to any severance pay.

5-6.14 If the professional accepts a full-time position offered within the framework of this section, he shall then be considered as having resigned from the board where he is on availability as of his engagement in another board or teaching institution in the education sector. Moreover, in this case, he shall not be entitled to any severance pay.

5-6.15 The professional on availability who has been relocated to another board or teaching institution in the education sector in accordance with clause 5-6.08 shall be entitled to return to his board of origin to a vacant position in the employment group in which he held the position at the time of his placement on availability if he meets the requirements of the position to be filled and this, until September 1 following the date of the beginning of his placement on availability.

5-6.16 The board or the teaching institution in the education sector which engages a professional on availability within the framework of this section shall recognize for him:

- a) the seniority which was recognized at the board where he was on availability;
- b) the days accumulated in his bank of non-redeemable sick-leave days;

5-6.16
(cont'd)

- c) his tenure;
- d) his years of continuous service for the purposes of calculating the vacation period;
- e) his step, if he remains within the same employment group;
- f) the date on which he would have been entitled to an advancement in step.

5-6.17

The professional on availability who was relocated to another board or teaching institution in the education sector in accordance with clause 5-6.08 shall be assigned to a position in the employment group in which he was classified if he meets the requirements of the position to be filled or in another employment group for which he has the minimal qualifications required mentioned in the Classification Plan and this, in the same sector within the meaning of paragraph a) of clause 5-6.01 as that in which he worked in the board where he was on availability.

5-6.18

Utilization of the Professional on Availability

For as long as the professional on availability is not assigned to a full-time position in his board or is not relocated to another board or teaching institution in the education sector, he shall be required to carry out the duties compatible with his qualifications or experience which are assigned to him by the board. Priority shall be given to having the professional on availability carry out duties of a position which is temporarily vacant at the board.

With the consent of the professional on availability, the board may loan his services to another employer.

As long as he is on availability, the professional shall remain covered by this agreement.

SECTION 6

MEASURES TO REDUCE THE PLACEMENT ON AVAILABILITY

5-6.19

Pre-retirement

In order to reduce the number of professionals on availability, the board shall grant to the professional who so requests or accepts a pre-retirement leave under the following conditions:

- a) such pre-retirement leave shall be a leave of absence with salary for a maximum duration of one (1) year;

5-6.19
(cont'd)

- b) such pre-retirement leave shall count as a period of service for the purposes of the pension plans currently in force (RREGOP, RRE and RRF);
- c) only those professionals who would be entitled to retire in the year following the year of the leave and who would not be entitled to a full pension (70%) in the year of the leave shall be eligible;
- d) at the end of this leave with salary, the professional shall be considered as having resigned and shall be pensioned off;
- e) a professional on a pre-retirement leave shall be entitled to the benefits provided for in the collective agreement with the exception of salary insurance and vacation in particular, provided that these benefits are compatible with the nature of such leave;
- f) this leave shall allow for a reduction in the number of professionals on availability;
- g) the salary of the professional on a pre-retirement leave who works at the board or for another employer in the public and parapublic sectors will be reduced in proportion to the earnings resulting from such work.

5-6.20

Severance Pay

- A) The board shall grant severance pay in the following situations:
 - when a tenured professional resigns if his resignation permits the assignment of a professional on availability to a full-time position;
 - when a professional on availability resigns provided that he is not at fault according to clause 5-6.10, 5-6.11 or 5-6.12.
- B) Severance pay shall be calculated in the following manner:
 - one month of salary per year of service completed at the board up to a maximum of six (6) months of salary;
 - for the purposes of calculating severance pay, the salary shall be that which the professional received on the last day of work preceding his departure from the board.

5-6.20
(cont'd)

- C) Acceptance of severance pay shall entail, for the professional concerned, the loss of his tenure and the cancellation of all the rights and privileges provided for in this agreement.
- D) Severance pay shall be granted provided that the professional does not occupy a position with an employer in the public and parapublic sectors and that the professional does not retire for a period of one (1) year as of the payment of severance pay. If the professional occupies such a position or if he retires during this period, the board can be reimbursed the amount paid as severance pay.

5-6.21

Transfer of Tenure.

In order to reduce the number of professionals on availability, the tenure of a professional shall be transferred to another board or teaching institution in the education sector which engages him if this professional resigns. His resignation shall be accepted by the board if a professional on availability has the qualifications required for the position that the professional who resigned held. This professional shall transfer to his new board or teaching institution in the education sector his tenure, his seniority, his years of continuous service for the purposes of calculating the vacation period, his bank of non-redeemable sick-leave days, his placement if he remains in the same employment group and his date of advancement in step.

5-6.22

Voluntary Relocation Premium

The professional on availability who, following a request to the Regional Placement Bureau, is relocated in one of the school regions 1, 8 or 9, shall be entitled to a premium equal to four (4) months of salary if such relocation is carried out outside of the fifty (50)-kilometre radius from his last place of work and outside of the fifty (50)-kilometre radius from his domicile. If the professional is relocated to another school region, he shall be entitled to a premium equal to two (2) months of salary if such relocation is carried out outside of the fifty (50)-kilometre radius from his last place of work and outside of the fifty (50)-kilometre radius from his domicile.

The relocation premium shall be equal to two (2) months of salary in all cases where the relocation according to this clause is carried out within the same school region.

The tenured professional may also be entitled to the relocation premium according to this clause, if his relocation permits the cancellation of a placement on availability.

5-6.22 (cont'd) The professional relocated by virtue of this clause shall transfer to his new board or teaching institution in the education sector his tenure, seniority, years of continuous service for purposes of calculating vacation, his bank of non-redeemable sick-leave days, his placement if he remains within the same employment group and the date of his advancement in step.

SECTION 7 MOVING EXPENSES

5-6.23 Unless he can benefit from the federal labour mobility plan, the professional engaged by a board or a teaching institution in the education sector within the framework of this article shall be reimbursed by this board or institution which engages him for the moving expenses provided for in Appendix B under the conditions provided therein if his employment entails his moving according to this same appendix.

Such professional shall also, from the board or institution that engages him, be entitled to:

- a) a maximum of three (3) working days without loss of salary for the sale of his residence which constitutes his domicile;
- b) a maximum of three (3) working days without loss of salary to look for lodging. This three (3)-day maximum shall not include the duration of the return trip;
- c) a maximum of three (3) working days without loss of salary to cover moving and settling in.

SECTION 8 JOB CONTRACT (CONTRACTING OUT)

5-6.24 Every contract between the board and a third party cannot have the effect of reducing the number of full-time regular professional positions in the employment group concerned or causing the placement on availability or the non-re-engagement because of surplus, within the meaning of this article, of a full-time regular professional in the employment group concerned.

SECTION 9 INTEGRATION OF SCHOOL BOARDS

5-6.25 At the time of an amalgamation (including the disappearance of one board to the benefit of one or more other boards), annexation or restructuring, the rights and obligations of the parties concerned arising from this entente shall be maintained with the new board.

5-6.26 At the time of an amalgamation (including the disappearance of one board to the benefit of one or more other boards), annexation or restructuring, the problems resulting directly from the integration and affecting the rights and obligations of the parties concerned shall be the subject of an agreement between the union and the board concerned. The conclusion of such an agreement by the union and the board shall be equivalent, in conjunction with the maintenance of the entente mentioned in clause 5-6.25, to the conclusion of a labour agreement.

5-6.27 Notwithstanding clause 9-5.04, if the parties do not succeed in concluding an agreement within the framework of clause 5-6.26 within the sixty (60) days of the notice of authorization issued by the Ministère to proceed with the integration, the foregoing shall be referred to dispute arbitration in accordance with the Labour Code. The board shall inform the union as soon as possible after it receives the notice of authorization from the Ministère. The arbitrator's mandate shall be to solve the problems resulting directly from the integration and affecting the rights and obligations of the parties mentioned in clause 5-6.26; the arbitrator's decision could also, if he deems it necessary, have a retroactive effect to the date of integration provided that it applies.

5-6.28 During the school year preceding an amalgamation (including the disappearance of one board to the benefit of one or more other boards), annexation or restructuring, the board cannot proceed with the reduction of its professional personnel if the cause of such reduction results from such amalgamation, annexation or restructuring.

5-6.29 The provisions of this section cannot in any way result in delaying or preventing such amalgamation, annexation or restructuring of boards.

SECTION 10 PLACEMENT BUREAUS

5-6.30 Regional Placement Bureau

The boards of each school region shall collectively establish a Regional Placement Bureau. The Ministère shall be a full participant in the activities of this Bureau.

The Bureau shall send to the regional union of its territory on a monthly basis a list of positions to be filled by means of engagement in the school boards within its territory as well as a list of the professionals on availability or non-reengaged because of surplus and entered on the lists of the Bureau.

5-6.31 National Placement Bureau

The Fédération and the Ministère agree to establish a National Placement Bureau for professionals. The Bureau shall send on a monthly basis to the Centrale a list of positions to be filled by means of engagement in the boards as well as a list of professionals on availability or non-reengaged because of surplus and entered on the lists of the regional bureaus.

5-7.00 SENIORITY

5-7.01 The professional in the employ of the board on December 31, 1985 shall retain the seniority already acquired on that date according to the method of calculation provided for in the 1983-1985 collective agreement.

However, the seniority of the professional who has performed the duties of a senior staff member, school principal, vice-principal or support staff employee shall be reviewed and calculated according to the terms provided for in Appendix E.

As of January 1, 1986, seniority shall be calculated according to the provisions provided for in this article.

5-7.02 Seniority shall be the period of employment in years, months and days at the board and, where applicable, any other board within the jurisdictional territory of the regional board.

For the purposes of this article, the period of employment signifies the period of employment in duties as a professional, teacher, support employee, the first five (5) years in a position of principal or vice-principal or the first two (2) years in a senior staff position. However, the accumulation of the years as a school principal, vice-principal or senior staff member cannot exceed five (5) years.

5-7.03 The resignation, dismissal or non-re-engagement shall entail the loss of seniority. However, a full-time regular professional who has been non-reengaged and who benefits from the priority of employment provided for in clause 5-6.06 shall maintain the seniority acquired at the time of his non-re-engagement for a period not exceeding two (2) years.

5-7.04 Before October 31 of each year, the board shall establish the seniority of professionals covered by this agreement, as accumulated on the preceding June 30, and shall forward a list to the union delegate. It shall post the said list or shall forward it to the professional within the same time limits.

- 5-7.05 The union or the professional can contest by grievance a professional's seniority only within a time limit of thirty (30) days from the posting of the seniority list or the receipt of such list by the professional.
- 5-7.06 The alienation, the total or partial concession, the division, amalgamation or change in the legal structure of the board shall have no effect on the seniority of a professional in the employ of a board or boards affected by such alienation, total or partial concession, division, amalgamation or change in the legal structure; the seniority of such professional shall be the same as that he would have had had the change not occurred.
- 5-7.07 The seniority of a professional whose workweek includes fewer hours than that provided for in article 8-1.00 shall be calculated in proportion to the number of regular hours provided for in his schedule in relation to that of the regular workweek provided for in article 8-1.00.
- 5-7.08 Notwithstanding the provisions of clause 5-7.03, a female professional who so requests the board in writing within one hundred and eighty (180) days of her engagement, shall have the seniority accumulated as a teacher prior to her obligation to resign because of marriage or maternity or prior to her dismissal by the board for the same reasons by virtue of a regulation or written policy of the board to this effect.

Within thirty (30) days of the request, the board shall inform the professional and the union of the seniority that it recognizes for her by virtue of the preceding paragraph; the union can contest the seniority only within thirty (30) days of the receipt of the notice.

5-8.00 ASSIGNMENTS

SECTION 1 ASSIGNMENT, REASSIGNMENT AND TRANSFER

- 5-8.01 The board shall decide on assignment and reassignment. To this end, it shall take into account, among others, the needs of the school system, of its school organization, the type of clientele, the characteristics of the positions to be filled, the qualifications, competency and preferences of the professionals in its employ and, if necessary, seniority.

Moreover, the assignment which results from a transfer must respect the rules provided for hereinafter.

- 5-8.02 The professional in the employ of the board on the date of the coming into force of this agreement shall maintain his assignment, subject to the provisions of this article.
- 5-8.03 A professional who has been reassigned may request and obtain in writing the reasons for his reassignment.
- 5-8.04 A professional may request a reassignment or transfer for a valid reason. The board shall give its response in writing.
- 5-8.05 The professional concerned who, following a reassignment or transfer, feels that the board has abused its authority, particularly with respect to the criteria provided for in clause 5-8.01, may, in this case, submit a grievance in accordance with Chapter 9-0.00.
- 5-8.06 The board may transfer a professional after having consulted him. The professional concerned shall be advised in writing at least thirty (30) days in advance. This notice shall indicate his placement and his salary in the new employment group.
- 5-8.07 Nothing in the preceding clauses can have the effect of authorizing a professional to not comply with the board's decision.
- However, a professional may refuse a transfer if the maximum of the salary scale of the employment group to which he would be transferred is less than that of his present salary scale or if his salary as of July 1 would be less than the salary he would receive on this same July 1 if he were not transferred.
- 5-8.08 The board cannot loan the services of a professional to another employer without having first obtained the consent of the professional concerned.
- 5-8.09 A professional may refuse his reassignment if he does not have the minimal qualifications required in the Classification Plan for the sector of activities concerned.
- A professional may refuse his transfer if he does not have the minimal qualifications required in the Classification Plan for this employment group.
- 5-8.10 The transferred professional shall be remunerated in conformity with the provisions provided to that effect in article 6-10.00.
- 5-8.11 If the board intends to proceed with changes of an organizational nature which could result in reassignments or transfers, the group of professionals affected shall be consulted beforehand.

5-8.11
(cont'd)

This consultation shall include the content of the new positions as well as the reassignments and transfers involved in accordance with this agreement.

5-8.12

A professional reassigned or transferred by virtue of this article shall be entitled to the moving expenses paid by the board as outlined in Appendix B, under the conditions stipulated therein, if such reassignment or transfer requires his moving according to this same appendix.

If the reassignment or transfer involves a distance of more than fifty (50) kilometres from his principal place of work and of more than fifty (50) kilometres from his domicile by the shortest passable public road, the board must obtain the consent of the professional concerned.

The professional who benefits from moving expenses by virtue of this clause shall be entitled from his board to:

- a) a maximum of three (3) working days without loss of salary for the sale of his residence which constitutes his domicile;
- b) a maximum of three (3) working days without loss of salary to look for lodging. This three (3)-day maximum shall not include the duration of the return trip;
- c) a maximum of three (3) working days without loss of salary to cover moving and settling in. The leave provided for in paragraph g) of clause 5-14.01 shall be included in the leave provided for in this clause.

5-8.13

The board shall inform the professional in writing of any change which occurs to one of the following subjects:

- a) the employment group to which he belongs as well as the sector of activities of his employment group, if need be;
- b) the department to which he belongs;
- c) the nonexhaustive list of his duties;
- d) his place of work;
- e) the identification of his immediate superior;
- f) his classification;

- 5-8.13 (cont'd) g) the indication of whether he performs his duties during the day, evening or day and evening.

A copy of this notice shall also be sent to the union delegate.

SECTION 2 TEMPORARY ASSIGNMENT TO A SENIOR STAFF POSITION

- 5-8.14 The professional who has accepted to be assigned on a temporary basis to a senior staff position shall receive during the time he carries out these duties, the salary he would have received as the incumbent of such position.

- 5-8.15 The professional shall be reinstated in his position upon the request of the board or at his own request no later than fifteen (15) days after having received or made the request in writing.

- 5-8.16 Subject to clauses 5-8.14 and 5-8.15, the professional assigned temporarily to a senior staff position shall continue to pay his union dues and to benefit from the provisions of this agreement, with the exception of those concerning benefits resulting from overtime.

- 5-8.17 Except in the case of a replacement of a senior staff member who is absent temporarily, a temporary assignment to a senior staff position cannot exceed twelve (12) months, unless there is an agreement with the union.

5-9.00 REGULAR PROFESSIONAL POSITION TO BE FILLED

- 5-9.01 Nothing in this article shall have the effect of preventing the board from first proceeding with transfers and reassignments in accordance with article 5-8.00.

- 5-9.02 When the board decides to fill a vacant full-time regular professional position or a new full-time regular professional position, it shall proceed according to the following order:

- a) it shall assign one of its professionals on availability if he meets the requirements of the position to be filled;

failing to fill the position according to the preceding paragraph a), the board shall post the position and shall then proceed in the following manner:

- b) it shall offer the position to the professional who benefits from a right to return in accordance with clause 5-6.15, if he meets the requirements of the position to be filled;

5-9.02
(cont'd)

- c) it may assign a person already in its employ who has acquired his tenure, if he meets the requirements of the position to be filled;
- d) it shall offer the position to a part-time regular professional in service at the board or who has been non-reengaged because of surplus of personnel during the two (2) years preceding the date of the opening of the position and who has accumulated in this capacity since his last date of entry into service with the board the equivalent of one hundred and four (104) complete weeks of continuous service including the number of hours provided for in article 8-1.00, if he meets the requirements of the position to be filled.

The professional who obtains a full-time position within the framework of this paragraph shall become a tenured professional within the meaning of the first subparagraph of paragraph a) of clause 5-6.02.

5-9.03

If the board has not filled the position according to clause 5-9.02, it shall submit a request to the Regional Placement Bureau serving its territory and shall indicate the pertinent information and it shall proceed in the following order:

- a) it shall offer the position to a professional on availability referred by the Regional Placement Bureau, if he meets the requirements of the position to be filled;
- b) it shall offer the position to a professional on availability in the education sector, if he meets the requirements of the position to be filled;
- c) it shall offer the position to a professional non-reengaged by it and referred to in clause 5-6.06*, if he meets the requirements of the position to be filled;
- d) it shall consult the list of professionals non-reengaged because of surplus by the other boards or teaching institutions in the education sector.

* This professional shall have recognized as of his engagement the continuous service he had accumulated as a full-time regular professional in his board before his non-re-engagement because of surplus which immediately precedes his engagement after having been offered a position by virtue of this clause.

5-9.04 When the board posts an offer of employment within the framework of this article, such offer of employment must contain, among others, a summary description of the position, the status of engagement and the qualifications and requirements of the position.

PART II FRINGE BENEFITS

5-10.00 LIFE, HEALTH AND SALARY INSURANCE PLANS

SECTION 1 GENERAL PROVISIONS

5-10.01 The following shall be eligible to participate in the life, health and salary insurance plans described hereinafter and the complementary plans as of the prescribed date and until the beginning of retirement:

- a) The professional employed on a basis of seventy-five per cent (75%) or more of the regular workweek provided for in article 8-1.00.

The board shall pay its full contribution for this professional.

- b) The professional employed on a basis of less than seventy-five per cent (75%) of the number of hours of the regular workweek provided for in article 8-1.00.

In this case, the board shall pay half of the contribution payable for a full-time professional, the professional shall pay the remainder of the board's contribution in addition to his own.

Subject to clause 5-10.12, the participation of an eligible professional shall begin as of the coming into force of the plan if he is in the service of the board on that date; if not, as of his entry into service.

5-10.02 For the purposes of this article, the word "dependent" means the professional's spouse or dependent child 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 an unmarried person as a result of permanently living for over three (3)* years with an unmarried person of the oppo-

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

5-10.02 a)
(cont'd)

site sex whom he or she openly presents as being his or her spouse, it being specified that the dissolution of the marriage by virtue of a divorce or annulment shall entail the loss of the status 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 a professional, of his spouse or of both, or a child living with the professional for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who is relying on the professional for his financial support and is under eighteen (18) years of age; every such child under twenty-five (25) years of age who is a duly registered student attending, on a full-time basis, a recognized institution of learning as well as every child who has become totally disabled prior to reaching his eighteenth (18th) birthday or a student who has become totally disabled between eighteen (18) and twenty-five (25) years of age and has remained continuously disabled since this time.

5-10.03

The word "disability" means any state of incapacity resulting from illness, including a surgical procedure related directly to family planning, an accident subject to clauses 5-10.47 to 5-10.67 or an absence provided for in clause 5-13.23, which requires medical attention and which renders the professional totally unable to perform the usual duties of his position or of any other similar position calling for comparable remuneration which may be offered to him by the board.

5-10.04

A period of disability is any continuous period of disability or any series of successive periods of disability separated by less than twenty-two (22)* days of actual full-time work or of availability for full-time work, unless the professional 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.

5-10.05

A period of disability resulting from self-inflicted illness or injury, 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.

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

5-10.05 (cont'd) Notwithstanding the foregoing, in the case of alcoholism or drug addiction, for the purposes of this article, the period during which the professional receives treatment or medical care in view of his rehabilitation shall be considered as a period of disability.

5-10.06 The provisions of the life insurance plan provided for in the 1983-1985 collective agreement shall remain in force under the conditions provided therein until the coming into force of this entente.

The provisions of the health insurance plan provided for in the 1983-1985 collective agreement shall remain in force, under the conditions stipulated therein, until the date of the coming into force of this entente. However, the policies for the health insurance plans and the complementary plans in effect at the time of the coming into force of this entente shall continue to apply without modification with the exception of the annual increase in premiums until the date foreseen by the parity committee or the Insurance Committee of the Centrale in accordance with clause 5-10.18.

The provisions of the salary insurance plan provided for in article 5-10.00 of the 1983-1985 collective agreement shall continue to apply until the coming into force of this entente.

5-10.07 The new life insurance plan shall come into force on the date of the coming into force of this entente.

The new provisions of the basic health insurance plan and of the complementary insurance plans shall take effect on the date of the coming into force of this entente. However, the new policies for the health insurance plans and the resulting complementary plans shall come into force on the date set by the parity committee or the Insurance Committee of the Centrale in accordance with clause 5-10.18.

The new salary insurance plan shall apply as of the date of the coming into force of this entente, subject to clause 5-10.43.

5-10.08 As a counterpart to the board's contribution to the insurance benefits provided hereinafter, the full amount of the rebate allowed by Employment and Immigration Canada in the case of a registered plan shall be the exclusive property of the board.

SECTION 2 BASIC HEALTH INSURANCE PLAN

5-10.09 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.

- 5-10.09 (cont'd) Moreover, if the committee deems it appropriate, the plan may cover all other expenses related to the treatment of the illness.
- 5-10.10 The health insurance benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.
- 5-10.11 A) Participation in the health insurance plan shall be compulsory, but a professional may, by giving prior written notice to the board stating the name of the insurer and the policy number, refuse or cease to participate in the health insurance plan provided that he establishes that he and his dependents are insured under a group insurance plan affording similar benefits.
- B) Notwithstanding clause 5-10.01, the professional on a leave without salary or on a leave for educational purposes shall not be covered by the plan unless, at his request, he wishes to continue to participate in the plan. In such a case, he will have to pay the total amount of the premiums due including the board's share.
- C) The basic health insurance plan shall not apply to a professional for whom the board contributes to an endowment fund; however, this professional may, within sixty (60) days of the coming into force of this entente, choose to participate in the health insurance plan if he pays the board's contribution in addition to his own.
- 5-10.12 A professional 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 must establish to the satisfaction of the insurer that:
- he was previously covered by virtue of the current group insurance plan or of any other plan offering similar coverage;
 - that it is no longer possible for him to continue to be covered due to ineligibility;
 - that his application is filed within thirty (30) days following the termination of his coverage;
- b) subject to the preceding paragraph a), coverage shall take effect as of the first day of the period during which the request is received by the insurer;

5-10.12 (cont'd) c) in the case of any person who, prior to applying for insurance, was not insured under the current group 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.

5-10.13 The board's contribution to the health insurance plan on behalf of each professional cannot exceed the least of the following amounts:

- a) in the case of a participant insured for himself and his dependents: fifty-four dollars (\$54) per year plus tax, where applicable;
- b) in the case of an individually insured participant: twenty-one dollars and sixty cents (\$21.60) per year plus tax, where applicable;
- c) an amount equal to twice the contribution paid by the participant himself for the benefits provided by the health insurance plan.

5-10.14 In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts provided for in clause 5-10.13 shall be reduced by two thirds (2/3) of the yearly cost of the drug benefits included in this plan.

5-10.15 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 that neither the factors of the retention formula nor the rate 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 amounts 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;

- 5-10.15 (cont'd)
- e) no premium shall be payable for a pay period on the first day of which the professional is not a participant; also, the premium shall be payable in full for a pay period during which the professional's participation terminates;
 - f) the insurer must forward at the same time to the Ministère and the Fédération, 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 a professional 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 a professional already in the employ of the board shall take effect on January 1 if the insurer sent the notice of acceptance to the board on or before the preceding December 1;
 - k) the definitions of spouse and dependent child are identical to those found in clause 5-10.02 of this entente.

SECTION 3 COMPLEMENTARY INSURANCE PLANS TO WHICH THE BOARD DOES NOT CONTRIBUTE

- 5-10.16
- A) The Insurance Committee of the Centrale shall determine the provisions of no more than three (3) optional 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 j) of clause 5-10.15;

- 5-10.16 (cont'd)
- b) the participation of a new professional eligible for 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 professional;
 - c) if the request is made thirty (30) days after his entry into service, the participation of a new professional who is eligible for a complementary plan shall take effect on January 1 if the insurer sent the notice of acceptance to the board on or before the preceding December 1.

5-10.17 In the case of boards which have, on the date of the coming into force of this entente, 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 any one of the plans or policies must be made in accordance with the provisions concerning the national complementary plans 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 it comes into force.

SECTION 4 INSURANCE COMMITTEE OF THE CENTRALE

5-10.18 The parity committee provided for in the 1983-1985 agreement shall continue to exist until it is replaced by the Insurance Committee of the Centrale. The Centrale shall inform the parity committee in writing of the members appointed to this committee.

The parity committee shall transfer its assets and liabilities to the Insurance Committee of the Centrale and shall cease to exist on the date indicated in the notice provided for in the preceding paragraph.

5-10.19 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.

5-10.20 The Insurance Committee of the Centrale may maintain from year to year for the retirees, with appropriate amendments, the basic

- 5-10.20 (cont'd) plan coverage without any contribution on the part of the board provided that:
- the professionals' contribution to the plan and the board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retirees;
 - all disbursements, contributions and rebates pertaining to retirees be recorded separately and any additional contribution which may be payable by the professionals by virtue of the extension to retirees be clearly identified as such.
- 5-10.21 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 purposes of selecting the insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.
- The committee must carry out a comparative analysis of all bids received, if applicable, and after making its choice, provide the Fédération and the Ministère with a report on such analysis and a statement giving reasons for its choice.
- 5-10.22 Each plan shall have one premium calculation method only, whether it be a predetermined amount or an invariable percentage of salary.
- 5-10.23 Any change in premiums resulting from a modification to the plan may take effect only on January 1 following a written notice to the board sent at least sixty (60) days in advance.
- 5-10.24 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.
- 5-10.25 There can be no more than one update campaign per two (2) 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 a written notice sent to the board at least sixty (60) days in advance.
- 5-10.26 Dividends or rebates to be paid, as a result of favourable experience with the plans, shall constitute funds entrusted to

5-10.26 (cont'd) 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 rates of premiums, 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 either take effect as of January 1 or end on December 31. The waiver must be preceded by a notice of at least sixty (60) days to the board.

For the purposes of this clause, the basic plan must be handled separately from the complementary plans.

5-10.27 The Insurance Committee of the Centrale shall provide the Ministère and the Fédération 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 Fédération or the Ministère concerning the basic health insurance plan.

SECTION 5 INTERVENTION OF THE BOARD

5-10.28 The board shall facilitate the implementation and application of the plans, in particular by:

- a) informing new professionals;
- b) registering new professionals;
- 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 professionals with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;

- 5-10.28 (cont'd) f) transmitting information normally required of the employer by the insurer for settling certain compensations;
- g) forwarding to the insurer the names of professionals who have indicated to the board that they intend to retire.

5-10.29 The Ministère, the Fédération and the Centrale 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 personnel or requires overtime, the costs shall be assumed by the union (Letter of Agreement no. 6).

SECTION 6 STANDARD LIFE INSURANCE PLANS

5-10.30 The full-time professional shall benefit, without contribution on his part, from an amount of life insurance equal to six thousand four hundred dollars (\$6 400).

This amount shall be three thousand two hundred dollars (\$3 200) for the professional referred to in paragraph b) of clause 5-10.01.

SECTION 7 SALARY INSURANCE PLAN

- 5-10.31 A) Subject to the provisions of this article and subject to clauses 5-10.47 to 5-10.67, every professional shall be entitled, for every period of disability during which he is absent from work, to:
- a) up to the lesser of the number of sick-leave days accumulated to his credit or of five (5) working days: to the payment of a benefit equal to the salary he would have received had he been at work;
 - b) upon termination of the payment of the benefit provided for in subparagraph a), if 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: to the payment of a benefit equal to eighty-five per cent (85%) of his salary;
 - 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: to the payment of a benefit equal to sixty-six and two-thirds per cent (66 2/3%) of his salary.

5-10.31
(cont'd)

- B) During a disability period, on the written recommendation of the attending physician, the board and the regular professional who has been absent for at least twelve (12) weeks may agree to a return to work on a gradual basis. The period of disability already begun shall continue during the period of gradual return to work but the period during which some or all of the benefits are payable shall not exceed one hundred and four (104) weeks. In this case:
- a) the medical certificate must stipulate that the period of gradual return to work must be immediately followed by the professional's return to work on a full-time basis;
 - b) the board and the professional accompanied by his union delegate or representative, if he so desires, shall establish the period during which the professional will return to work on a gradual basis, which shall not exceed twelve (12) weeks and shall determine the time during which the professional must work;
 - c) while at work, the professional must be able to perform all of his duties according to the proportion agreed to.

During the period of gradual return to work, the professional shall be entitled to his salary for the proportion of time worked and to the benefit payable to him for the proportion of time not worked. These proportions shall be calculated on the basis of the number of hours worked in relation to the regular workweek provided for in article 8-1.00.

Upon the termination of the period initially set for the gradual return, if the professional is unable to return to work on a full-time basis, the board and the professional may agree on another period of gradual return while respecting the other conditions provided for in this clause.

5-10.32

By virtue of clause 5-10.31, the professional's salary for the purposes of calculating the benefit shall be the salary rate he would receive if he were in service, subject to article 6-11.00, including, where applicable, premiums for regional disparities. For the professionals who are eligible and whose workweek includes fewer hours than that provided for in article 8-1.00, the amount of the benefit shall be calculated in proportion to the time worked in relation to the regular workweek.

5-10.33 As long as benefits remain payable, including the waiting period, if any, the disabled professional shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (RRE), or the Civil Service Superannuation Plan (RRF) and to avail himself of the insurance plans. However, he 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 5-10.31, he shall benefit from a waiver of his contributions to his pension plan (RREGOP, RRE or RRF) without losing his rights. 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 cancel or fail to renew the contract of the professional for the sole reason of his physical or mental impairment as long as the latter can receive salary insurance or work accident benefits as a result of the application of clauses 5-10.31 or 5-10.47 to 5-10.67 and then of clause 5-10.44. However, the fact that a professional does not avail himself of clause 5-10.44 cannot prevent the board from cancelling or not renewing the contract of the said professional.

- 5-10.34
- A) The benefits paid by virtue of clause 5-10.31 are reduced by the initial amount of all disability benefits paid to a professional by virtue of a provincial or federal law, except those paid under the Unemployment Insurance Act, regardless of subsequent increases in basic benefits arising from indexation.
 - B) When a disability benefit is paid by the Régie de l'assurance-automobile du Québec (RAAQ), the professional's gross taxable income shall be 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 RAAQ and the difference is brought to the professional's gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and the collective agreement.
 - C) 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 5-10.31 in the case of the professional who receives benefits from the Régie de l'assurance-automobile du Québec.

- 5-10.34 (cont'd) D) No later than the sixty-first (61st) day from the beginning of a disability, the professional who is presumed to be entitled to a disability benefit under a provincial or federal law, with the exception of the Unemployment Insurance Act must, upon written request by the board, accompanied by the appropriate forms, request such a benefit and respect all the obligations which may follow from such a request. However, the reduction of the benefit provided for in clause 5-10.31 is made only from the moment when the professional is recognized as eligible and effectively begins to receive the benefit 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 professional shall undertake to reimburse the board, as the case may be, for the portion of the benefit provided for under clause 5-10.31 as a result of the application of the first paragraph of this clause.
- E) Every professional who receives a disability benefit paid by virtue of a provincial or federal law, with the exception of the Unemployment Insurance Act, must, in order to be entitled to his salary insurance benefits by virtue of clause 5-10.31, notify the board of the amount of the weekly disability benefit that is paid to him. Furthermore, he must give his written authorization to the board so that the latter may obtain all the necessary information from the organizations, in particular the RAAQ or the RRQ, which administer a disability benefit plan from which he receives benefits.
- 5-10.35 The payment of this benefit shall terminate at the latest on the date the professional begins his retirement.
- 5-10.36 No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the professional 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 5-10.31 shall begin on the date of the professional's return to work.
- 5-10.37 Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board, subject, however, to the professional providing the supporting documents as required in clause 5-10.38.
- 5-10.38 At any time, the authority designated by the board may require that the professional who is absent because of disability provide a medical certificate attesting to the nature and duration

5-10.38
(cont'd)

of the disability. However, the cost of such a certificate shall be borne by the board if the professional is absent for less than four (4) days. The authority designated by the board may also require an examination of the professional concerned in connection with any absence. The cost of the examination as well as the professional's transportation costs when the examination requires him to travel more than forty-five (45) kilometres from his place of work shall be borne by the board.

Upon the professional's return to work, the authority designated by the board may require him to submit to a medical examination in order to establish whether he is sufficiently recovered to resume his work. The cost of the examination as well as the professional's transportation costs when the examination requires him to travel more than forty-five (45) kilometres from his place of work shall be borne by the board. If the professional's physician and the board's physician disagree, the board and the union shall choose a third physician, whose decision cannot be appealed.

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

5-10.39

When payment of benefits is refused by reason of presumed non-existence or termination of any disability, the professional may appeal the decision according to the procedure for settling grievances.

SECTION 8 SICK-LEAVE DAYS

5-10.40

A) Where applicable, on July 1 of every year, the board shall credit each regular professional whose regular workweek includes the number of hours provided for in article 8-1.00 and who is covered by this article with seven (7) sick-leave days. 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 by virtue of subparagraph a) of paragraph A) of clause 5-10.31 or another provision of the collective agreement, at the rate of 1/260 of the salary applicable on that date per day not used; the proportion of 1/260 of the salary applying to the fraction of a day not used.

However, the professional benefitting from a leave of absence without salary, a leave of absence with salary for educational purposes, a pre-retirement leave, or the benefits provided for in subparagraph c) of paragraph A) of clause 5-10.31 shall be credited for a fraction of the seven (7) days of sick leave equal to the fraction of time he is in service.

5-10.40 A)
(cont'd)

However, if the professional continues to receive the benefits provided for in subparagraph b) of paragraph A) of clause 5-10.31 on the first day of the work year, he shall, where applicable, be credited for a fraction of the seven (7) days of sick leave insofar as he resumes his service with the board.

- B) Moreover, in the case of a first year of service of a professional who is not relocated within the framework of security of employment, the board shall add a credit of six (6) non-redeemable sick-leave days.

If a professional was engaged in the course of a year and was granted fewer than six (6) non-redeemable sick-leave days, he shall be entitled, on the first day of the following work year, if he remains in the service of the same board, to the difference between (6) days and the number of non-redeemable sick-leave days granted to him on the effective date of his engagement.

- C) The professional who has thirteen (13) or fewer days of sick leave accumulated to his credit on June 1 may, by 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 the collective agreement. The professional, having made this choice, shall add on June 30 the balance of these seven (7) days, which are now non-redeemable, to the sick-leave days already accumulated.

5-10.41

If a professional becomes covered by this article in the course of a school year or if he leaves his position 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 professional is in service for half or more of the working days contained in that month.

Nevertheless, if a professional has used, in accordance with the collective agreement, some or all of the sick-leave days that the board credited to him on July 1 of one year, no claim will be made for the days thus used.

5-10.42

In the case of a regular professional whose regular workweek includes fewer hours than that provided for in article 8-1.00, the number of days credited shall be calculated in proportion to the number of hours worked in relation to the number of hours provided for in article 8-1.00.

- 5-10.43
- A) The professional receiving, on the date of the coming into force of this entente, benefits by virtue of paragraph b) or c) of clause 5-10.29* of the 1983-1985 collective agreement shall continue to be governed by these provisions for the duration of the disability period already begun, it being understood that the salary rate used to calculate his benefits shall be that which is applicable to him by virtue of this entente.
 - B) The effective date of the beginning of a period of disability shall not be modified by the coming into force of a new plan.
 - C) The disabled professional who is not entitled to any benefit on the date of the coming into force of the entente shall be covered by the new plan as of his return to work when he begins a new period of disability.
 - D) Notwithstanding the foregoing, the disabled professional, on the date of the coming into force of the entente, may benefit from the provisions concerning the gradual return provided for in paragraph B) of clause 5-10.31.

SECTION 9 FORMER BANKS OF SICK-LEAVE DAYS

- 5-10.44
- A) The professionals** who benefitted from redeemable sick-leave days shall retain their right to be reimbursed for the value of the redeemable days accumulated up to December 31, 1973 in conformity with the provisions of the previously applicable collective agreements or by virtue of a regulation of the board having the same effect, it being stipulated that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service both before and after June 30, 1973.

* Read 5-10.31 for the professionals whose association was represented by the Fédération des professionnels des services éducatifs du Québec in 1983-1985.

** For the purposes of determining the benefits dealing with the former sick-leave banks, the professionals whose association was represented by the Fédération des professionnels des services éducatifs du Québec in 1983-1985 shall remain governed by clause 5-10.43 of the said collective agreement.

5-10.44 A)
(cont'd)

This value shall be determined on the basis of the salary on June 30, 1973 and shall bear interest at the rate of five per cent (5%) compounded yearly. However, the interest resulting from this annual rate of interest shall be effective from January 1, 1974 to June 30, 1974 and, thereafter, from July 1 to June 30 of each subsequent school year. 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 by virtue of a regulation of the board having the same effect.

The value of redeemable days to a professional'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 the pension plans (RRE, RREGOP and the Act respecting pension coverage for certain teachers).

- B) Notwithstanding clause 5-10.45, the redeemable sick-leave days to a professional's credit on December 31, 1973 may also be used, at the rate of one (1) day per day, for purposes other than illness, when the former collective agreements or a regulation of the board having the same effect provided for such use. Similarly, the redeemable sick-leave days to a professional's credit on December 31, 1973 may also be used at the rate of one (1) day per day for purposes other than illness, namely: the leave provided for in article 5-13.00 or to extend the professional's disability leave upon the termination of the benefits provided for in subparagraph c) of paragraph A) of clause 5-10.31 or for a pre-retirement leave. The professional may also use the non-redeemable sick-leave days to his credit, at the rate of one (1) day per day, to extend his disability leave upon the termination of the benefits referred to in subparagraph c) of paragraph A) of clause 5-10.31 and also to extend the leave provided for in article 5-13.00 provided he has already used up his redeemable sick-leave days (except those provided for in subparagraph a) of paragraph A) of clause 5-10.31).

The redeemable sick-leave days to the credit of a professional on December 31, 1973 as well as the non-redeemable sick-leave days to his credit 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 professional who has thirty (30) years or more of continuous service within the meaning of clause 8-5.01. The provisions of this paragraph shall also apply to the professional who is sixty (60) years of age even if he does not have the required thirty (30) years of continuous service within the meaning of clause 8-5.01.

5-10.44
(cont'd)

C) The redeemable sick-leave days to the credit of a professional on December 31, 1973 shall be considered as having been used at that date, when used by virtue of this clause or any other clause of this article.

5-10.45

The professional who, as a result of the application of clause 5-16.51* of the agreement in effect on June 30, 1975, chose not to use his redeemable days shall be considered as retaining this choice for the duration of this agreement. However, the professional may modify his choice by so advising the board in writing.

5-10.46

The sick-leave days to a professional's credit on July 1, 1986, shall remain to his 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 either by virtue of the 1983-1985 collective agreement and, as of July 1, 1987, those credited by virtue of clause 5-10.40;
- b) after having used up the days mentioned in a), the other redeemable days to the professional's credit;
- c) after having used up the days mentioned in a) and b), the non-redeemable days to the professional's credit.

SECTION 10 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

5-10.47

The provisions under this section apply to the professional 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).

* Read "in accordance with the agreement in effect on June 30, 1975 or, the Administrative and Salary Policy for Professionals (document 27-10)" for the professionals whose association was represented by the Fédération des professionnels des services éducatifs du Québec in 1983-1985.

5-10.47 (cont'd) The professional 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 clauses 5-10.44 to 5-10.49* of the 1983-1985 collective agreement; moreover, the professional shall benefit mutatis mutandis from clauses 5-10.60 to 5-10.66.

5-10.48 The provisions provided for in this section 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

5-10.49 For the purposes of this section, the following terms and expressions mean:

- a) work accident: a sudden and unforeseen event, attributable to any cause, which happens to a professional, arising out of or in the course of his work and resulting in an employment injury to him;
- b) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured professional is foreseeable;
- c) suitable employment: an appropriate position that allows a professional who has suffered an employment injury to use his remaining ability to work and his qualifications, that he has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the professional, considering his injury;
- d) equivalent employment: a position of a similar nature to that held by the professional when he suffered the employment injury, from the standpoint of the 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-5);

* Read 5-10.46 to 5-10.51 for the professionals whose association was represented by the Fédération des professionnels des services éducatifs du Québec in 1983-1985.

- 5-10.49 (cont'd) 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 professional who suffers or contracts such injury or disease shall not be an employment injury unless it results in the professional's death or it permanently and severely affects his physical or mental well-being;

- g) occupational disease: a disease arising out of or in the course of his 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

- 5-10.50 The professional must inform the board of the details concerning the work accident or employment injury before leaving the establishment where he works, if he is able to do so, if not, as soon as possible. Moreover, he shall provide a medical certificate to the board in conformity with the Act, if the employment injury which he suffers renders him unable to perform his duties after the day on which it manifested itself.

- 5-10.51 The board shall inform the union of every work accident or occupational disease which a professional has suffered or contracted as soon as it is brought to its attention.

- 5-10.52 The professional may be accompanied by the union delegate to any meeting with the board concerning an employment injury which he suffers; in this case, the union delegate may temporarily interrupt his work, without loss of salary nor reimbursement, after having obtained the authorization of his immediate superior; this authorization cannot be refused without a valid reason.

- 5-10.53 The board must immediately give first aid to a professional who has suffered an employment injury and, if need be, provide transportation to a health establishment, to a health professional or to the professional's residence as required by his condition.

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

5-10.53 (cont'd) The professional shall have the choice of the health establishment where possible. If the professional is unable to express his choice, he must accept the health establishment chosen by the board.

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

5-10.54 The board may require that a professional who has suffered an employment injury undergo an examination by a health professional that it designates in accordance with the Act.

Group Plans

5-10.55 The professional who suffers an employment injury entitling him to an income replacement indemnity shall remain covered by the life insurance plan provided for in clause 5-10.30 and by the health insurance plan provided for in clause 5-10.09.

The professional shall benefit, without losing any rights, from the waiver of his contributions to the pension plan (RRE, RRF, RREGOP). 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 shall no longer apply when the employment injury has consolidated or the professional is assigned temporarily as provided for in clause 5-10.61.

5-10.56 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 5-10.31 shall apply, subject to the second paragraph of this clause, if the professional is still disabled within the meaning of clause 5-10.03 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 purposes of applying the salary insurance plan, particularly clauses 5-10.31 and 5-10.44.

On the other hand, for the professional 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 would have received as a result of the application of clause 5-10.31, the salary insurance plan provided for in this clause shall apply to make up the difference if the professional is still disabled within the meaning of clause 5-10.03 and, in such a case, the date of the beginning of such an absence shall

5-10.56 (cont'd) be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-10.31 and 5-10.44.

5-10.57 The bank of sick-leave days of a professional 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 and this, until the date of consolidation of the employment injury as well as for the absences provided for in clause 5-10.67.

Salary

5-10.58 For as long as a professional is entitled to the income replacement indemnity but no later than the date of consolidation of the employment injury he has suffered, he shall be entitled to his salary as if he were at work subject to the following provisions. His gross taxable salary shall be determined in the following manner: the board shall deduct the equivalent of all amounts required by law 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 law and the agreement.

For the purposes of this clause, the salary to which the professional is entitled shall include, where applicable, premiums for regional disparities.

5-10.59 Subject to clause 5-10.58, the Commission de la santé et de la sécurité du travail shall reimburse the board the amount corresponding to the income replacement indemnity paid by the Commission de la santé et de la sécurité du travail.

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

Right to Return to Work

5-10.60 A professional who is informed by his physician of the date of consolidation of the employment injury he has suffered and of the fact that he will retain a certain degree of functional disability, or that he will retain no such disability, shall pass on the information to the board without delay.

5-10.61 The board may temporarily assign work to a professional while awaiting the professional to again become able to resume his position or a suitable or equivalent position even if his employment injury is not consolidated, the foregoing as provided for in the Act.

- 5-10.62 Once his employment injury has consolidated, the professional shall resume his position or another position to which he is reassigned or transferred by the board in accordance with the other provisions of this agreement. If the position has been abolished, the professional shall be entitled to the benefits he would have had had he been at work.
- 5-10.63 A professional who, although unable to resume his duties because of an employment injury but who may be able to use his remaining ability and his qualifications to work, shall be entitled to hold, in accordance with clause 5-10.64, an equivalent position or a suitable available position that the board intends to fill, provided that he is able to do so.
- 5-10.64 The exercise of the right mentioned in clause 5-10.63 shall be subject to the terms and conditions which follow:
- a) if it involves a professional position or another position:
 - the professional shall submit his application in writing;
 - the professional has the required qualifications and meets the other requirements determined by the board;
 - the applicable collective agreement so permits;
 - b) the right of the professional can be exercised only during the two (2) years immediately following the beginning of his absence or in the year following the date of consolidation according to whichever date is later.
- 5-10.65 The professional who obtains a position referred to in clause 5-10.63 shall benefit from an adaptation period of thirty (30) working days; at the end of this period, this professional cannot keep the position if the board deems he is unable to perform his duties adequately. In such a case, the professional shall be considered as not having exercised the right provided for in clause 5-10.63.
- 5-10.66 Notwithstanding any provision to the contrary, the professional who obtains a position referred to in clause 5-10.63 shall receive the salary related to his new position.
- 5-10.67 Once the professional who has suffered an employment injury returns to work, the board shall pay him his salary within the meaning of the Act respecting industrial accidents and occupa-

5-10.67 (cont'd) tional diseases (R.S.Q., Chapter A-3:001), including the premiums for regional disparities to which he is entitled, where applicable, for each day or part of day during which he 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 personal rehabilitation program.

5-11.00 PENSION PLAN

5-11.01 The Act respecting the Government and Public Employees Retirement Plan (R.S.Q., Chapter R-10) shall apply to the professionals covered by the said Act and this agreement who do not contribute to the Teachers Pension Plan.

5-11.02 a) The appointment of representatives of unionized employees within the committee mentioned in section 164 of the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., Chapter R-10) shall be carried out in the manner prescribed in the said section.

b) Any vacancy which arises during the mandate shall be filled according to the appointment procedure used for the member to be replaced.

5-12.00 CIVIL RESPONSIBILITY

5-12.01 The board shall undertake to assume the case of every professional whose civil responsibility might be at issue by the actual performance of his duties during the working day (or outside of the working day when the professional is carrying out activities expressly authorized by the competent authority) and shall agree to make no claim against the professional in this respect except in the case of serious fault or gross negligence on the part of the said professional when he has been found guilty of such by a tribunal.

5-12.02 As soon as the legal responsibility of the board has been recognized by the latter or has been established by a tribunal, the board shall indemnify every professional for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used in or brought to work, unless the professional has shown gross negligence; in the event that such loss, theft or destruction is already covered by insurance held by the professional, the compensation paid shall be equal to the loss actually incurred by the professional.

5-12.03 The professional shall have the right to engage an attorney, at his own expense, and to have him assist the attorney chosen by the board.

5-13.00 PARENTAL RIGHTS

SECTION 1 GENERAL PROVISIONS

5-13.01 The maternity leave allowances provided in section 2 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.

5-13.02 If the granting of leave is restricted to one spouse only, such restriction shall apply so long as the other spouse is also an employee of the public and parapublic sectors.

5-13.03 The board shall not reimburse the female professional for the amounts that Employment and Immigration Canada (EIC) could require her to pay under the Unemployment Insurance Act, when the professional's salary exceeds the maximum insurable by one and a half times.

5-13.04 Unless there is a specific provision to the contrary, this article cannot result in granting a professional a benefit, monetary or not, which he would not have had if he had remained at work.

SECTION 2 MATERNITY LEAVE

5-13.05 A pregnant professional shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clause 5-13.08, must be consecutive.

The professional who becomes pregnant while she is benefitting from a leave without salary or a part-time leave without salary provided for in this article shall also be entitled to such maternity leave and to the allowances provided for in clause 5-13.10 or 5-13.13, as the case may be.

5-13.06 The professional 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.

5-13.07 The distribution of the maternity leave, before and after the birth, shall be decided by the professional and shall include the day of the birth.

5-13.08 A professional who has sufficiently recovered from delivery but whose child must remain in the health establishment may interrupt her maternity leave by returning to work.

The female professional whose child is hospitalized within fifteen (15) days of his birth shall also have this right.

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

5-13.09 To obtain the maternity leave, a professional 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 attesting to the pregnancy and the due date.

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

Cases Eligible for Unemployment Insurance

5-13.10 The professional who has accumulated twenty (20) weeks of service* before the beginning of her maternity leave and who, following the submission of a request for unemployment insurance benefits in accordance with the unemployment insurance plan, is declared eligible for such benefits, shall be entitled, during her maternity leave, subject to clause 5-13.15, to receive:

* The absent professional shall accumulate service if her absence is authorized, particularly for disability, and includes benefits or remuneration.

5-13.10
(cont'd)

- a) for each week of the waiting period stipulated in the unemployment insurance plan, an allowance equal to ninety-three per cent (93%)* of her basic weekly salary**;
- b) for each week she is receiving or could receive unemployment insurance benefits, an additional allowance equal to the difference between ninety-three per cent (93%) of her basic weekly salary and the unemployment insurance benefit which she is receiving or could receive.

Such additional allowance shall be calculated on the basis of the unemployment insurance benefits that a professional 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 professional who works for more than one employer, she shall receive an additional allowance which shall be equal to the difference between ninety-three per cent (93%) of the basic salary paid by the board and the percentage of 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 professional 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 Employment and Immigration Canada.

* Ninety-three per cent (93%): this percentage was set to take into account the fact that the professional in this situation is exonerated from contributing to the pension and unemployment insurance plans, which contributions are, on an average, equivalent to seven per cent (7%) of her salary.

** Basic weekly salary" means the regular salary of the professional 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.

5-13.10 b)
(cont'd)

Moreover, if Employment and Immigration Canada reduces the number of weeks of unemployment insurance benefits to which the professional would otherwise have been entitled if she had not availed herself of the unemployment insurance benefits before her maternity leave, the professional shall continue to receive, for a period equivalent to the weeks deducted by Employment and Immigration Canada, the additional allowance provided for in the first subparagraph of this paragraph b) as if she had, during this period, availed herself of the unemployment insurance benefits;

- c) for each week that follows the period provided for in paragraph b), an allowance equal to ninety-three per cent (93%) of her basic weekly salary, up to the end of the twentieth (20th) week of the maternity leave.

5-13.11

When the professional resumes the maternity leave interrupted by virtue of clause 5-13.08, the board shall pay the professional the allowance to which she would have been entitled had she not availed herself of such interruption.

5-13.12

The board may not offset, by the allowance that it pays to the professional 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 pay this compensation if the professional proves that the salary earned from another employer constitutes usual salary by means of a letter to this effect from the employer who pays this usual salary. If the professional proves that only a portion of this salary is usual, the compensation shall be limited to that portion.

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

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

5-13.13

Cases Not Eligible for Unemployment Insurance

The professional excluded from unemployment insurance benefits or who is declared ineligible shall also be excluded from any other allowance.

5-13.13
(cont'd)

However, the professional whose workweek includes the number of hours provided for in article 8-1.00 and who has accumulated twenty (20) weeks of service before the beginning of her maternity leave shall also be entitled to an allowance equal to ninety-three per cent (93%) of her basic weekly salary for ten (10) weeks, if she is not eligible for unemployment insurance benefits because she did not hold an insurable job for at least twenty (20) weeks during her period of reference provided for in the unemployment insurance plan.

The professional whose workweek includes fewer hours than that provided for in article 8-1.00 and who has accumulated twenty (20) weeks of service before the beginning of her maternity leave shall be entitled to an allowance equal to ninety-five per cent (95%) of her basic weekly salary for ten (10) weeks, if she is not eligible for unemployment insurance benefits for one of the following two (2) reasons:

- a) she did not contribute to the unemployment insurance plan;
- b) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

If the professional whose workweek includes fewer hours than that provided for in article 8-1.00 is exonerated from contributing to the pension and unemployment insurance plans, the percentage of the allowance shall be set at ninety-three per cent (93%).

5-13.14

In the Cases Provided for in Clauses 5-13.10 and 5-13.13

- A) No allowance may be paid during the vacation period for which a professional is paid.
- B) The allowance 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 allowance due after that date shall be paid at two (2)-week intervals. In the case of the professional 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 purposes of this paragraph, a statement of benefits, a stub or information provided by Employment and Immigration Canada to the board by means of a computerized statement shall be considered proof.

5-13.14
(cont'd)

C) Service with all employers in the public and parapublic sectors (Civil Service, Education, Health and Social Services) shall be included in the calculation as well as service with the following:

- the Commission des droits de la personne;
- the Commissions de formation professionnelle;
- the Commission des services juridiques;
- the Conseils de la santé et des services sociaux;
- the Corporations d'aide juridique;
- the Office franco-québécois pour la jeunesse;
- the Régie des installations olympiques;
- the Société des loteries et courses 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;
- any other government 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 5-13.10 and 5-13.13 shall be deemed to have been met, where applicable, when the professional meets this requirement with one or the other of the employers mentioned in this paragraph.

D) The basic weekly salary of the professional whose workweek includes fewer hours than that provided for in article 8-1.00 shall be the average basic weekly salary that she received during the last twenty (20) weeks preceding her maternity leave. If, during that period, the professional received benefits based on a certain percentage of her regular salary, it shall be understood that, for calculation purposes, her basic salary during her maternity leave shall be the basic salary on the basis of which the benefits were established.

If the twenty (20)-week period preceding the maternity leave of the professional whose workweek has fewer hours than that provided for in article 8-1.00 includes the date of the increase of the salary rates and scales, the basic weekly salary shall be calculated on the basis of the salary rate

5-13.14 D) in force on that date. If, on the other hand, the maternity (cont'd) leave includes this date, the basic weekly salary changes as of this date according to the adjustment formula of the applicable salary scale.

5-13.15 The maternity leave allowance* paid by the Centres de Main-d'oeuvre du Québec shall be deducted from the benefits to be paid under clause 5-13.10.

In the case where the provisions of the third (3rd) subparagraph of paragraph b) of clause 5-13.10 shall apply, the subtraction shall be made by taking into account the terms concerning the distribution of the amount to be subtracted set forth therein.

5-13.16 During such maternity leave and the extensions provided for in clause 5-13.18, the professional, 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 or payment made in lieu thereof;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for the purposes of security of employment;
- right to apply for a position that is posted and to obtain it in accordance with the provisions of the collective agreement as if she were at work.

5-13.17 The professional 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 termination of the said maternity leave.

5-13.18 If the birth occurs after the due date, the professional 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 left after the birth.

* The allowance in question is currently set at two hundred and forty dollars (\$ 240).

5-13.18 (cont'd) Furthermore, the professional may extend her maternity leave by six (6) weeks if her child's health requires that she do so.

During these extensions, the professional shall not receive any allowance or salary.

5-13.19 The maternity leave may last for less than twenty (20) weeks. If the professional 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.

5-13.20 During the fourth (4th) week preceding the termination of the maternity leave, the board must send the professional a notice indicating the anticipated date of the termination of the said leave.

The professional to whom the board has sent such a notice must report to work upon the termination of the maternity leave, unless such leave is extended as provided for in clause 5-13.36.

The professional 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 professional who has not reported back to work shall be considered as having resigned.

5-13.21 When she returns from her maternity leave, the professional shall return to her position. Should the position have been abolished, the professional shall be entitled to the benefits she would have had had she been at work at that time.

SECTION 3 SPECIAL LEAVES REGARDING PREGNANCY AND BREAST-FEEDING

Temporary Assignment and Special Leave

5-13.22 The professional may request to be temporarily assigned to another position, whether vacant or temporarily vacant, in the same employment group or, if she agrees and subject to the provisions of the agreement, another employment group, in the following cases:

- a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
- b) her working conditions involve dangers for her child whom she is breast-feeding;
- c) she works regularly at a cathode-ray tube terminal.

5-13.22. The professional must present a medical certificate to this effect as soon as possible.
(cont'd)

The professional so assigned to another position shall retain the rights and privileges of her regular position.

If the assignment is not carried out immediately, the professional shall be entitled to a special leave to begin immediately. Unless a temporary assignment arises afterward to cancel this special leave, the special leave shall terminate, for the pregnant professional, on the date of the birth and, for the professional who is breast-feeding, at the end of the period during which the child is breast-fed.

During the special leave provided for in this clause, the professional shall be governed, with regard to her allowance, by the provisions of the Act respecting occupational health and safety concerning the preventive withdrawal of the employee who is pregnant or who is breast-feeding.

However, following a written request to this effect, the board shall pay the professional 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 6-12.09.

In addition to the preceding provisions, at the professional's request, the board must study the possibility of temporarily changing the duties, without loss of rights, of the professional 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.

Other Special Leaves

5-13.23 The professional shall also be entitled to a special leave in the following circumstances:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; such a leave cannot be extended beyond the beginning of the eighth (8th) week preceding the due date at which time the maternity leave shall begin;

- 5-13.23 (cont'd)
- 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 attested to by a medical certificate; as regards these visits, the professional shall benefit from a special leave without loss of salary for a maximum of four (4) days which may be taken in half-days.

5-13.24 During the special leaves granted under this section, a professional shall be entitled to the benefits provided for in clause 5-13.16, insofar as she is normally entitled to them and in clause 5-13.21. The professional covered by clause 5-13.23 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of paragraph c) of clause 5-13.23, the professional must first have used the four (4) days provided for therein.

SECTION 4 OTHER PARENTAL LEAVES

PATERNITY LEAVE

5-13.25 The professional 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 but must be taken between the beginning of the delivery and the fifteenth (15th) day following the mother's or child's return home.

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

LEAVES FOR ADOPTION AND LEAVES OF ABSENCE WITHOUT SALARY WITH A VIEW TO ADOPT

5-13.26 The professional who legally adopts a child other than the spouse's child shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided that the spouse does not also benefit from such a 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.

5-13.27 The professional who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave with salary for a maximum period of two (2) working days, unless it involves the spouse's child.

5-13.28 For every week of the leave provided for in clause 5-13.26, the professional shall receive a compensation equal to her or his basic weekly salary, paid at two (2)-week intervals, or at weekly intervals if the salary payment system is on a weekly basis.

5-13.29 The professional shall benefit with regard to the adoption of a child from a leave of absence without salary of a maximum duration of ten (10) weeks as of the date on which the professional assumes charge of the child, unless it involves the spouse's child. If an adoption results, the professional may convert the leave without salary into a leave with salary.

The professional who travels outside Québec with a view to adopt, unless it involves the spouse's child, 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 professional 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.

5-13.30 The leave for adoption provided for in clause 5-13.26 may take effect on the date of the beginning of the leave of absence without salary with a view to adopt, if the duration of the latter is ten (10) weeks and if the professional so decides after the placement order.

During the leave of absence without salary, the professional 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 professional shall be entitled exclusively to the benefits provided for in the leave for adoption.

LEAVE OF ABSENCE WITHOUT SALARY AND PART-TIME LEAVE OF ABSENCE WITHOUT SALARY

5-13.31 A leave of absence without salary for a maximum period of two (2) years shall be granted to the professional to extend her maternity leave or to the professional to extend his paternity leave or to either a female or male professional to extend her or his ten (10)-week leave for adoption.

The professional whose workweek includes the number of hours provided for in article 8-1.00 and who does not avail herself or himself of this leave of absence without salary shall be entitled to a part-time leave of absence without salary established over a maximum period of two (2) years.

5-13.31
(cont'd)

For the duration of a leave, the professional shall be authorized, following a written request submitted to the board at least thirty (30) days in advance, to avail herself or himself once of one or the other of the following changes:

- a) from a leave without salary to a part-time leave without salary or the inverse, as the case may be;
- b) from a part-time leave without salary to a different part-time leave without salary.

The professional and the board shall agree on the date on which the change shall take effect.

The professional whose workweek includes fewer hours than the regular workweek provided for in article 8-1.00 shall also be entitled to this part-time leave without salary.

The professional who does not avail herself or himself of the leave without salary or the part-time leave without salary may, for the portion of the leave which her or his spouse has not taken, benefit at her or his choice from a leave without salary or part-time leave without salary by following the formalities prescribed.

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

5-13.32

During a leave of absence without salary, the professional shall accumulate her or his seniority, shall retain her or his experience and shall continue to participate in the insurance plans which are applicable to her or him, if she or he so requests at the beginning of the said leave and pays the entire amount of the premiums.

During the part-time leave without salary, the professional shall accumulate her or his seniority on the same basis as prior to the leave and for the proportion of hours worked, she or he shall be governed by the provisions applicable to the professional whose workweek includes fewer hours than the regular workweek provided for in article 8-1.00.

5-13.33

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

5-13.34 On returning to the board from a leave without salary or a part-time leave without salary, the professional shall be reinstated in her or his position. If the position has been abolished, the professional shall be entitled to the benefits she or he would have had had she or he been at work at that time.

5-13.35 **Leaves for Parental Responsibilities**

A part-time leave without salary for a maximum of one (1) year shall be granted to a professional whose minor child experiences socio-emotional problems or whose minor child is handicapped or ill and who requires her or his care. The board and the professional shall agree on when the leave may be taken. Failing agreement, the board shall determine the terms and conditions of the leave. If the professional is not satisfied with the terms and conditions determined by the board, she or he may renounce such a leave.

Subject to the other provisions of the agreement, the professional may be absent from work for a maximum of six (6) days per school year, when she or he is required to look after her or his child for reasons of health or safety.

The days thus used shall be deducted from the professional's annual bank of sick-leave days or, failing that, these absences shall be taken without salary.

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

SECTION 5 MISCELLANEOUS PROVISIONS

5-13.36 The leaves of absence referred to in clause 5-13.26, in the first paragraph of clause 5-13.29 and in the first paragraph of clause 5-13.31 shall be granted following a written request submitted at least two (2) weeks in advance.

The part-time leave of absence without salary shall be granted following a written request submitted at least thirty (30) days in advance.

In the case of the leave without salary or part-time leave without salary, the request must specify the date of return to work. The request must also specify the schedule of the leave.

In the case of a professional whose regular workweek includes the number of hours provided for in article 8-1.00 and who takes a part-time leave without salary, should the board disagree on

5-13.36
(cont'd)

the number of days off per week, the professional shall be entitled to a maximum of two and a half (2.5) days off per week or the equivalent up to two (2) years. The board and the professional shall agree on the terms of this leave. Failing agreement on the distribution of the days, the board shall effect the distribution. If the professional is not satisfied with the distribution carried out by the board, she or he may renounce such a leave.

In the case of a professional whose regular workweek includes fewer hours than that provided for in article 8-1.00 and who takes a part-time leave without salary, the board and the professional shall agree on the schedule of such a leave. Failing agreement, the board shall proceed with the scheduling of the leave. If the professional is not satisfied with the board's schedule, she or he may renounce such a leave.

5-13.37

During the fourth (4th) week preceding the termination of the ten (10)-week leave for adoption, the board must send the professional a notice indicating the anticipated date of the termination of the said leave.

The professional to whom the board has sent such a notice must report to work upon the termination of her or his leave for adoption, unless the leave is extended as provided for in clause 5-13.36.

The professional 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 professional who has not reported back to work shall be considered as having resigned.

5-13.38

The professional to whom the board has sent a four (4)-week notice indicating the termination date of the leave of absence without salary must submit a notice of her or his return at least two (2) weeks before the termination of the said leave, failing which, she or he shall be considered as having resigned.

The professional who wishes to terminate her or his leave of absence without salary before the anticipated date must submit a written notice to this effect at least thirty (30) days prior to her or his return.

5-13.39

The professional who takes the paternity leave provided for in clause 5-13.25 or the professional who takes the leave for adoption provided for in clause 5-13.26 or 5-13.27 shall receive the benefits provided for in clause 5-13.16 insofar as she or he is normally entitled to them and in clause 5-13.21.

5-13.40 The professional who benefits from a premium for regional disparities by virtue of this agreement shall receive such a premium during her maternity leave provided for in section 2.

Notwithstanding the foregoing, the total amount received by the professional in unemployment insurance benefits, allowances and premiums cannot exceed ninety-five per cent (95%) of the amount that constitutes her basic salary and the premium for regional disparities.

The professional who benefits from the leave for adoption provided for in clause 5-13.26 shall be entitled to one hundred per cent (100%) of the premium for regional disparities during her or his leave for adoption.

5-13.41 Any allowance or benefit referred to in this article for which payment began before a strike or lockout shall continue to be paid during such strike or lockout.

5-13.42 If it is established before an arbitrator that a professional who has not completed the probation period provided for in article 5-2.00 benefitted from a maternity leave or a leave without salary or part-time leave without salary to extend a maternity leave and that the board non-reengaged her, the latter must prove that it terminated her employment for reasons other than her having benefitted from the maternity leave or the leave without salary or part-time leave without salary.

5-14.00 **SPECIAL LEAVES**

5-14.01 The professional in service shall be entitled to special leaves for the events listed below, during which he may be absent without loss of salary or of premiums for regional disparities:

- a) his marriage: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding;
- b) the marriage of his father, mother, son, daughter, brother or sister: the day of the wedding provided that he attend;
- c) the death of his spouse*, of his child or of his spouse's* child if the child lives with the professional: a maximum of seven (7) consecutive days, working days or not, including the day of the funeral;

* Within the meaning of clause 5-10.02.

5-14.01
(cont'd)

- d) the death of his father, mother, father-in-law, mother-in-law, brother or sister: three (3) consecutive days, working days or not, including the day of the funeral;
- e) the death of his brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandson or granddaughter: one (1) day, that is, the day of the funeral; however, if the grandfather or the grandmother lived with the professional: three (3) consecutive days, working days or not, including the day of the funeral;
- f) his ordination, the taking of perpetual vows: three (3) consecutive days, working days or not, including the day of the event;
- g) the change of domicile: the moving day (once per calendar year);
- h) an annual maximum of three (3) working days to cover the following acts of God (disaster, fire, flood, etc.) which oblige a professional to be absent from work; any other reason agreed upon between the school board and the union which obliges a professional to be absent from work without loss of salary.

5-14.02

The professional shall benefit from one (1) additional day above the number indicated in clause 5-14.01 if he attends the funeral and if the funeral takes place at more than two hundred (200) kilometres from his place of residence, and of two (2) additional days if he attends the funeral and if the distance to be covered is more than four hundred (400) kilometres from his place of residence.

Furthermore, in the case of the the regions for which premiums for regional disparities are payable as well as the territory between Tadoussac and the Moisie River if one must cross the St. Lawrence River, the union and the school board may agree to a number of additional days for the leaves provided for in paragraphs c), d) and e) of clause 5-14.01.

5-14.03

Any regular professional in service at the school board whose workweek includes the number of hours provided for in article 8-1.00 may use, subject to the following paragraph, two (2) days for personal business per school year provided that he give the board a twenty-four (24)-hour notice. In the case of a regular professional whose regular workweek has fewer hours than that provided for in article 8-1.00, the number of days shall be established in proportion to the time he works in relation to the hours provided for in article 8-1.00.

5-14.03
(cont'd)

The days thus used shall be deducted from the credit of seven (7) redeemable sick-leave days or from the other redeemable days credited to the professional, at the choice of the professional, or shall be taken without salary if he has no more redeemable sick-leave days to his credit.

The leave for personal business must be taken in half-days or full days.

5-14.04

The school board, upon request, shall permit a professional to be absent without loss of salary during the time when:

- a) he sits for official admission or achievement examinations in an educational institution recognized by the Ministère;
- b) he acts in a court of law as a juror or witness in a case to which he is not a party;
- c) upon the order of the provincial or municipal health bureau, he is placed under quarantine in his dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) at the specific request of the board, he undergoes a medical examination in addition to that required by law.

5-14.05

If a professional is unable to notify the board in advance in accordance with this article, he must do so as soon as possible according to the provisions of clause 8-4.01.

5-14.06

The board must, after consultation with the Labour Relations Committee, establish a policy for all its personnel concerning its operation in case of inclement weather.

5-15.00

NON-WORKING DAYS WITH PAY

5-15.01

Every professional in service shall be entitled to thirteen (13) non-working days with pay per school year and this, in accordance with the stipulations of this article.

Only the non-working days with pay during which the professional in service would have been entitled to his salary for such days shall be payable by virtue of this article. However, the professional who works fewer hours than that provided for in article 8-1.00 shall be entitled to a minimum number of non-working days with pay in proportion to the number of hours provided for in his schedule in relation to that provided for in

- 5-15.01 (cont'd) article 8-1.00 and on the basis of the number of non-working days with pay specified in this clause. Where applicable, the minimum determined in this paragraph shall be made up by a compensatory leave prior to the expiry of his contract or before the end of the school year.
- 5-15.02 For each school year, the professional who is eligible according to the conditions determined in clause 5-15.01 shall benefit from the following non-working days with pay:
- a) the working days included during the period from December 24 to January 3 inclusively;
 - b) the remaining non-working days with pay shall be determined yearly following an agreement between the local parties. Failing agreement, the board shall determine the list of these non-working days with pay in conformity with the school calendar from among the following dates: July 1, the first Monday in September (Labour Day), the second Monday in October (Thanksgiving Day), Good Friday, Easter Monday, Fête de Dollard and June 24.
- 5-15.03 The list of non-working days with pay shall be posted or communicated to the professionals at the beginning of each school year.
- 5-15.04 If the collective agreement applicable on June 30, 1975, or a regulation or resolution of the board in force on the date of the signing of the 1975-1979 collective agreement or on the date of the signing of the 1979-1982 collective agreement or on the date of the coming into force of the 1983-1985 collective agreement or on the date of the signing of this agreement if it involved a first collective agreement, provided for a plan of non-working days with pay the application of which, for one of the school years of this agreement, would have allowed a number of non-working days with pay greater than that determined yearly in clause 5-15.01, the number of non-working days with pay determined in clause 5-15.01 shall be increased for all the professionals covered by this agreement and to which clause 5-15.01 applies, according to the school year in question, by the difference between the number of non-working days with pay obtained by applying the former plan for the school year in question and that determined in clause 5-15.01.
- Such additional non-working days with pay shall be determined by the board while taking into account the school calendar and this, after consulting the Labour Relations Committee.

5-16.00 LEAVES OF ABSENCE WITHOUT SALARY

5-16.01 The board may grant a professional a leave without salary for reasons it deems valid. The duration of such a leave shall be agreed to by the professional and the board.

However, the board may not refuse a leave without salary if it allows the utilization of the services of a professional on availability in accordance with clause 5-6.18.

The board may also grant a professional who has acquired his tenure under article 5-6.00 a part-time leave of absence without salary for a specific period for reasons it deems valid. The provisions of this article shall apply mutatis mutandis to the professional who benefits from such a leave.

5-16.02 Notwithstanding the first paragraph of clause 5-16.01, the regular professional shall be entitled, after having completed at least seven (7) years of continuous service, to a leave without salary for the total number of hours of his regular workweek for one school year or for any other additional period of twelve (12) months agreed to between the professional and the board. The professional concerned must give the board a written notice of at least sixty (60) days before the beginning of the school year or the twelve (12)-month period during which he intends to benefit from such a leave.

5-16.03 The professional who is on a leave without salary shall maintain, during his absence, his tenure and the years of experience which were recognized for him upon his departure.

5-16.04 Moreover, the professional on a leave without salary shall be entitled:

- a) to apply for positions for which he is eligible;
- b) to participate in the group insurance plan provided for in this agreement provided that he pay in advance the total premiums including the board's share.

5-16.05 In the case of resignation during or at the end of the leave without salary, the professional shall reimburse any amount paid by the board for and in the name of the professional.

5-16.06 The board may cancel the engagement of the professional who does not use his leave without salary for the purposes for which he obtained it.

- 5-16.07 A leave of absence without salary shall be subject to the terms and conditions of departure and return to work agreed upon in writing between the board and the professional.
- 5-16.08 Upon his return, the professional concerned shall be reinstated in the position he had at the time of his departure or another position to which he is reassigned or transferred by the board, the foregoing subject to the other provisions of this agreement.
- 5-17.00 **LEAVE FOR EDUCATION-RELATED ACTIVITIES**
- 5-17.01 A professional who is invited to give a lecture on an educational subject or to take part in study sessions (seminars, committees, conferences, pedagogical information days) may take a leave of absence with salary if he receives prior approval from the board.
- 5-17.02 If he receives the prior written authorization of the board, the professional who wishes to practise his profession in an academic or governmental (Québec, Canadian or foreign) organization may benefit from a leave without salary in accordance with article 5-16.00 for a maximum period of two (2) years.
- 5-18.00 **PUBLIC OFFICE**
- 5-18.01 The tenured professional who intends to run for public office may, upon fifteen (15) days' notice, be absent from work during the period of time required. In such a case, the school board shall grant a leave without salary for the period of the electoral campaign and, if applicable, for the term of office.
- 5-18.02 The years during which a professional benefits from a leave of absence without salary by virtue of this article shall be considered as years of experience for the purposes of this agreement.
- 5-18.03 The professional who benefits from a leave without salary to fill a public office must give the school board a written notice of at least twenty (20) days of his return to the service of the school board.
- 5-18.04 Upon his return, the professional concerned shall resume the position he held at the time of his departure on leave or another position to which the board has reassigned or transferred him, the foregoing subject to the other provisions of this agreement.
- 5-18.05 The board may cancel the engagement of the professional who does not use his leave for public office for the reason for which he obtained it.

CHAPTER 6-0.00 REMUNERATION

6-1.00 SALARY RATES AND SCALES

6-1.01 The board shall pay the professional the salary provided for in Appendix I for his classification and placement for the periods from:

- January 1, 1986 to December 31, 1986;
- January 1, 1987 to December 31, 1987;
- January 1, 1988 to December 31, 1988.

Retroactivity resulting from the application of these scales for the period from January 1, 1986 to the date of the signing of the agreement shall be paid within sixty (60) days of the signing of this agreement.

6-2.00 PROVISIONS CONCERNING REMUNERATION

6-2.01 Increase in salary rates and scales in force on December 31, 1987

The salary rates and scales in force on December 31, 1987 shall be increased, if need be, effective on January 1, 1988, by a maximum of one per cent (1%)(1), established on the basis of the consumer price index (CPI) for Canada for the twelve (12)-month period preceding January 1, 1988 and this, according to the following formula:

[CPI - 4,25%], where:

$$\text{CPI} = \left[\frac{\text{CPI for December 1987} - \text{CPI for December 1986}}{\text{CPI for December 1986}} \right] \times 100 \quad (2)$$

-
- (1) The parties at the national level agree that they may discuss any increase if the CPI exceeds 5,25%.
 - (2) When, in the quotient obtained, the decimal point is followed by five (5) numbers, the fifth (5th) number is dropped if it is less than five (5), or if the fifth (5th) number is equal to or greater than five (5), the fourth (4th) number is brought to the next higher number and the fifth (5th) number is dropped.

6-2.01 The data used for this purpose shall be those published by
(cont'd) Statistics Canada.

The salary rates and scales thus obtained shall be increased by 4.15% to which one hundred and eighty two dollars and sixty-three cents (\$182.63) will be added in order to obtain the salary rates and scales applicable on January 1, 1988. These rates and scales shall replace, where applicable, those provided for in Appendix I.

6-2.02 **Time of Increase**

The increase in the salary rates and scales shall be paid within the three (3) months following the publication of the CPI for the month of December 1987.

6-2.03 **Over-scale Professionals**

- A) As of January 1, 1986, the professional whose salary rate on the day preceding the date on which the salary scales are increased, is higher than the maximum of the salary scale in effect for his employment group shall benefit, on the date on which the 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 the preceding December 31, at the step situated at the maximum of the salary scale on the preceding December 31 corresponding to his employment group.
- B) If the application of the minimum rate of increase determined in the preceding paragraph A) has the effect of placing on January 1 a professional who was over-scale on December 31 of the preceding year at a salary lower than the maximum step of the salary scale corresponding to his employment group, this minimum rate of increase shall be brought to the percentage necessary to permit the professional to obtain this step.
- C) The difference between on the one hand, the percentage of increase of the maximum step of the salary scale corresponding to the employment group of the professional and, on the other hand, the minimum rate of increase determined in the preceding paragraphs A) and B), shall be paid to the professional as a lump sum calculated on the basis of his salary rate on December 31.
- D) The lump sum shall be spread and paid over each pay period in proportion to the regular hours paid for the pay period.

6-2.04

Premium for Professional Coordination

- A) The professional who, at the specific request of the board, assumes responsibility to coordinate and supervise a team of at least four (4) professionals, shall receive a premium equal to five per cent (5%) of his salary rate.

This responsibility shall include, in particular, the distribution of the work and control over the quality of the work of the professionals on his team.

- B) This premium shall be calculated on the salary rate applicable to him and shall be paid to him for the period during which he assumes such responsibility.

6-2.05

Modification of the Salary Structure on December 31, 1988

On December 31, 1988, a step shall be added to the maximum of the salary scales applicable in 1988. This step shall be determined in relation to the following provisions:

- a) for the salary scales the maximum of which applicable in 1988 has not reached the salary (excluding any lump sum amount) of the over-scale professional who, on December 31, 1986, was situated at the maximum of class I, the new step shall be equal to the salary of this over-scale professional (excluding any lump sum) to which an amount of two hundred and fifty dollars (\$250) is added on an annual basis;
- b) for the salary scales the maximum of which applicable in 1988 has reached the salary (excluding any lump sum) of the over-scale professional who, on December 31, 1986, was situated at the maximum of class I, the new step shall be equal to the maximum of the salary scale increased by 0,75%.

The rates resulting from the application of this clause shall be those applicable on December 31, 1988 which are found in Appendix I and, on that date, the over-scale professionals who, on December 31, 1986, were situated at the maximum of class I shall be integrated into the step corresponding to these rates.

6-2.06

The professionals who, during 1988, benefitted from a lump sum calculated by virtue of clause 6-2.03, shall be guaranteed until the signing of the next collective agreement maintenance of a lump sum calculated in the following manner:

- salary on the scale and lump sum calculated on January 1, 1988 minus the salary on the scale applicable on December 31, 1988.

6-2.06 (cont'd) The increase in salary for 1989 must take into account the maintenance of such lump sum subject to the collective agreement to be concluded.

6-2.07 **Special Provisions**

On January 1, 1987, prior to the increase in the 1986 scales, the salary scales are modified by the addition of a ninth (9th) and tenth (10th) step in class II and by the abolition of class I.

6-3.00 **REGIONAL DISPARITIES**

SECTION 1 - DEFINITIONS

6-3.01 For the purposes of this article, the following definitions shall apply:

a) **Dependent:**

the spouse and dependent child as defined in clause 5-10.02 and any other dependent as defined in the Taxation Act, provided that the latter resides with the professional. However, for the purposes of this article, the income earned from a job by the professional's spouse shall not nullify the latter's status as a dependent. The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the professional's place of residence shall not nullify his status as dependent if no public secondary school is accessible where such professional lives.

b) **Point of Departure:**

domicile in the legal sense of the word at the time of engagement insofar as the domicile is situated in Québec. The said point of departure may be modified by an agreement between the board and the professional, subject to it being situated in Québec.

The fact that a professional already covered by this article changes employer in the public and parapublic sectors shall not modify his point of departure.

6-3.01 c) Sectors:
(cont'd)

Sector I

The localities of Chibougamau, Chapais, Matagami, Joutel and Lebel-sur-Quévillon and the school municipality of Lac Témiscamingue.

Sector II

- The school municipality of Fermont;
- the territory of the Côte-Nord located east of the Moisie River and stretching to Havre Saint-Pierre inclusively;
- the school municipality of des Iles.

Sector III

- The territory located north of the 51° of latitude including Mistassini, Kuujjuak, Umiujaq, Kuujjuarapik, Poste-de-la-Baleine (Whapmagoostoo), Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi excluding Fermont and the localities specified in sectors IV and V;
- the localities of Parent, Sanmaur and Clova;
- the territory of the Côte-Nord, stretching east of Havre Saint-Pierre to the limit of Labrador including the Island of Anticosti.

Sector IV

The localities of Wemindji, Eastmain, Fort Rupert (Waskaganish), Nemiscau (Nemaska), Inukjuak, Povungnituk.

Sector V

The localities of Tasiujak, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujaq, Kangirsuk, Salluit, Tarpangajuk.

SECTION 2 LEVEL OF PREMIUMS

6-3.02 The professional working in one of the sectors mentioned in clause 6-3.01 shall receive an annual isolation and remoteness premium of:

	Sectors	From January 1, 1986 to December 31, 1986	From January 1, 1987 to December 31, 1987	From January 1, 1988 to December 31, 1988*
With dependent(s)	Sector I	\$ 4 704	\$ 4 892	\$ 5 126
	Sector II	\$ 5 815	\$ 6 048	\$ 6 338
	Sector III	\$ 7 318	\$ 7 611	\$ 7 976
	Sector IV	\$ 9 517	\$ 9 898	\$10 372
	Sector V	\$11 229	\$11 678	\$12 237
No dependents	Sector I	\$ 3 290	\$ 3 422	\$ 3 586
	Sector II	\$ 3 877	\$ 4 032	\$ 4 225
	Sector III	\$ 4 575	\$ 4 758	\$ 4 986
	Sector IV	\$ 5 399	\$ 5 615	\$ 5 884
	Sector V	\$ 6 369	\$ 6 624	\$ 6 941

6-3.03 For the professional whose regular workweek includes fewer hours than that provided for in article 8-1.00, the amount of the isolation and remoteness premium applicable to him shall be adjusted in proportion to the hours worked in relation to the regular workweek provided for in article 8-1.00.

* The level of premiums shall be increased on January 1, 1988, where applicable, according to the same indexation mechanism as that provided for the salary rates and scales in effect on December 31, 1987. Subsequently, the isolation and remoteness premium shall be increased by 4,79% in order to obtain the premiums applicable on January 1, 1988.

- 6-3.04 The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the assignment of such professional in the territory of the board within one of the sectors described in clause 6-3.01.
- 6-3.05 The professional on maternity leave or the professional on leave for adoption who remains in the territory during the leave shall benefit from the provisions of this article.
- 6-3.06 If both members of a couple work for the same board, or if each works for a different employer in the public and parapublic sectors, only one (1) of the two (2) may receive the premium applicable to a professional with dependent(s), if he has one or more dependents other than his spouse. If he has no dependent other than his spouse, each shall be entitled to the premium for those with no dependents and this, notwithstanding the definition of the term "dependent" found in clause 6-3.01.
- 6-3.07 Subject to clause 6-3.04, the board shall cease to pay the isolation and remoteness premium established under this article if the professional and his dependents deliberately leave the territory during a leave or a paid absence for more than thirty (30) days except if it involves annual vacation, non-working days with pay, sick leave, maternity leave or leave for adoption or leave due to a work accident.

SECTION 3 OTHER BENEFITS

- 6-3.08 The board shall assume the following expenses incurred by every professional recruited in Québec at a distance of more than fifty (50) kilometres from the locality where he is required to perform his duties, provided it is situated in one of the sectors described in clause 6-3.01:
- a) the transportation expenses of the transferred professional and his dependents;
 - b) the cost of transporting his personal belongings and those of his dependents up to a maximum of:
 - 228 kg* for each adult or each child twelve (12) years of age or over;

* The weight of 228 kg shall be increased by 45 kg up to a maximum of 90 kg per year of service in the territory in the employ of the board. This provision shall cover the professional only.

- 6-3.08 b) - 137 kg for each child under twelve (12) years of age;
(cont'd)
- c) the cost of transporting his furniture (including household utensils), if need be, other than those provided by the board;
 - d) the cost of transporting his motorized vehicle, if need be, by road, boat or train;
 - e) the cost of storing his furniture, if need be.
- 6-3.09 The professional shall not be entitled to be reimbursed for these expenses if he is in breach of contract to go work for another employer before the sixty-first (61st) calendar day of his stay in the territory unless the union and the board agree otherwise.
- 6-3.10 If the professional eligible for the provisions of paragraphs b), c) and d) of clause 6-3.08 decides not to avail himself of some or of all of them immediately, he shall remain eligible for the said provisions during the year following the first day of the beginning of his assignment.
- 6-3.11 These expenses shall be payable provided that the professional is not reimbursed for these expenses by another plan, such as the federal labour mobility plan or that his spouse has not received an equivalent benefit from his employer or another source and solely in the following cases:
- a) the professional's first assignment;
 - b) the cancellation or nonrenewal of the contract by the board;
 - c) the re-engagement by the board of the professional who has been non-reengaged because of surplus of personnel;
 - d) a subsequent assignment or transfer at the request of the board or of the professional: from the place of assignment to another;
 - e) the breach of contract, resignation or death of the professional; in the cases of sectors I and II, the reimbursement shall only be made in proportion to the time worked in relation to a period of reference established at 260 working days except in the case of death;

6-3.11 (cont'd) f) a professional obtains a leave of absence for educational purposes; in this case, the expenses referred to in clause 6-3.08 shall also be payable to the professional whose point of departure is fifty (50) kilometres or less from the place where he performs his duties.

6-3.12 These expenses shall be assumed by the board from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting vouchers.

If the professional 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 professional is required to perform his duties.

If both spouses, within the meaning of clause 5-10.02, work for the same board, only one (1) may avail himself of the benefits granted under this section.

SECTION 4 OUTINGS

6-3.13 The board shall assume the expenses directly or shall reimburse the professional recruited at more than fifty (50) kilometres from the locality where he performs his duties for the expenses inherent to the following outings for him and his dependents:

a) for the localities of sector III, except those listed in the following paragraph, for the localities of sectors IV and V and Fermont: four (4) outings per year for the professional without dependents and three (3) outings per year for the professional with dependent(s);

b) for the localities of Clova, Havre St-Pierre, Parent, Sammaur and Iles-de-la-Madeleine: one (1) outing per year.

The initial place of recruitment shall not be modified due to the fact that the professional non-reengaged because of a surplus of personnel, who is subsequently reengaged, chose to stay there during the period of unemployment.

6-3.14 These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the professional and his 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 to Montréal.

6-3.15 The fact that the professional's spouse works for the board or another employer in the public and parapublic sectors must not cause the professional to benefit from a greater number of paid outings than that provided for in the collective agreement.

6-3.16 In the cases provided for in paragraphs a) and b) of clause 6-3.13, an outing may be used by the spouse not residing in the territory to visit the professional who lives in one of the localities mentioned in clause 6-3.01.

6-3.17 In the case of a professional or one of her or his dependents who must immediately leave, for reasons of emergency, her or his place of work situated in one of the localities provided for in clause 6-3.13 because of illness, accident or complication related to pregnancy, the board shall pay for the cost of the return flight. The professional must prove that it was necessary for her or him to be evacuated. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person evacuated from his place of work.

6-3.18 The board shall authorize a professional to take a leave of absence without salary if one of his dependents must be evacuated for reasons of emergency within the framework of clause 6-3.17 in order to allow him to accompany his dependent, subject to the rights acquired under special leaves.

SECTION 5 REIMBURSEMENT OF TRANSIT EXPENSES

6-3.19 The board shall reimburse a professional, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and lodgings, if need be), for himself and his dependents when he is engaged and on any authorized outing on condition that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts provided for in the norms established by the board within the framework of article 8-6.00.

SECTION 6 DEATH

6-3.20 In the event of the death of the professional or of one of his dependents, the board shall pay the transportation for the repatriation of the mortal remains. Moreover, 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 in the event of the death of the professional.

SECTION 7 FOOD TRANSPORTATION

6-3.21 The professional who is unable to provide for his own food provisions in sectors IV and V as well as in the localities of Kuujjuak, Kuujjuaraapik, Poste-de-la-Baleine (Whapmagoostoo), Radisson, Mistassini, Waswanipi and Chisasibi because there is no food supplier in this locality, shall benefit from the payment of the food transportation expenses up to the following weights:

- 727 kg per year per adult and per child of twelve (12) years of age and over;
- 364 kg per year per child under twelve (12) years of age.

This benefit shall be granted according to one or the other of the following formulas:

- a) the board will take charge of the transportation from the source which is the most accessible or economical with regard to transportation and will bear the cost directly;
- b) the board gives the professional an allowance equivalent to the cost which would have been incurred according to the first formula.

SECTION 8 VEHICLE AT THE PROFESSIONALS' DISPOSAL

6-3.22 Wherever private vehicles are prohibited, the placement of vehicles at the professionals' disposal could be the subject of a local arrangement by virtue of article 9-6.00.

SECTION 9 LODGING

6-3.23 The obligations and practices of the board to provide lodging for a professional at the time of engagement shall be maintained only where they already exist.

6-3.24 The rent charged to professionals for whom housing is provided in sectors III, IV, V and the localities of Fermont and Joutel-Matagami shall be maintained at the level on December 31, 1985.

SECTION 10 PROVISIONS OF FORMER AGREEMENTS

6-3.25 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 except for the following elements of this collective agreement:

- a) the retention premium;

- 6-3.25 (cont'd)
- b) the definition of "point of departure" provided for in clause 6-3.01;
 - c) the level of premiums and the calculation of the premium provided for in section 2 for the professional whose work-week includes fewer hours than that provided for in article 8-1.00;
 - d) the reimbursement of expenses related to moving and outings of the professional recruited from outside of Québec provided for in sections 3 and 4;
 - e) the number of outings when the professional's spouse works for the board or an employer in the public and parapublic sectors provided for in section 4;
 - f) food transportation provided for in section 7.

The board shall accept to renew for each professional who so benefits on December 31, 1985 the agreements concerning the compensation for lodging for the territories of the school boards of Port-Cartier, Sept-Iles, Moyenne Côte-Nord, Fermont, Bersimis, Manicouagan and Tadoussac.

- 6-3.26
- The retention premium equivalent to eight per cent (8%) of the annual salary shall be maintained for professionals engaged before July 1, 1988 and working in the school municipalities of Sept-Iles (including Clarke City) and Port-Cartier.

The maintenance of the retention premiums plan for the professionals engaged after July 1, 1988 must be the subject of a special agreement to this effect at the level of the committee provided for in Letter of Agreement no.1 or, failing that, between the national negotiating parties.

6-4.00 **ADDITION OF NEW EMPLOYMENT GROUPS TO THE CLASSIFICATION PLAN DURING THIS AGREEMENT**

- 6-4.01
- Subject to the other clauses of this article, the Classification Plan may be changed only following an agreement between the parties at the national level and this, for the duration of this agreement.

- 6-4.02
- The management group at the national level may add an employment group to the Classification Plan but it must first consult the union group at the national level.

6-4.03 The parties at the national level shall agree to discuss, within thirty (30) days of the request of either one of the parties, the salary scales of the employment groups which will be added to the Classification Plan during this agreement.

6-4.04 Should the parties at the national level disagree on the determination of salary scales at the end of the thirty (30) days provided for in the preceding clause, either one of the parties may, within forty-five (45) days of such disagreement, submit it directly to arbitration as provided for in article 9-2.00. The arbitrator to whom such disagreement is referred shall determine the said salary scales on the basis of those provided for in this agreement or in the public sector for those employment groups of a similar nature. This disagreement shall be given priority when preparing the arbitration roll.

6-5.00 CLASSIFICATION

6-5.01 The professional shall remain classified in the employment group where he was on the date of the coming into force of this agreement.

6-5.02 The professional who is engaged after the date of the coming into force of this agreement shall be classified in one of the employment groups provided for in the Classification Plan, taking into account the duties which the board assigns to him.

The professional may contest by grievance the employment group to which the board has assigned him. The arbitrator to whom such a grievance has been referred shall be responsible for deciding in which employment group the professional must be classified, taking into account the duties which have been assigned to him.

6-5.03 Notwithstanding clause 6-5.01, the professional whose duties have been changed may lodge a grievance if he believes that such a change involves a transfer to another employment group with a higher salary scale. Such a grievance shall be comparable to a continuous grievance and shall have no retroactive effect prior to the date on which the grievance was filed.

The arbitrator to whom such a grievance is referred shall have the power to rule on the classification and on the monetary compensation to be paid.

6-5.03 (cont'd) If the arbitrator decides that the duties normally assigned to this professional belong to an employment group other than the one in which the board has placed the professional, the board may:

a) reclassify the professional in the employment group decided by the arbitrator

or

b) maintain the professional in the employment group which he has contested and change the description of the position to make it conform to the employment group.

6-5.04 The board may assign to a professional the duties of two (2) employment groups. In such a case, the professional shall be classified in the employment group wherein he is assigned for more than half of his time.

If the time is equally divided between the two (2) employment groups, the professional shall be classified in the employment group with the higher salary scale.

6-6.00 RECOGNITION OF EXPERIENCE UPON ENGAGEMENT

6-6.01 The professional who has one or more years of experience deemed directly relevant to the performance of his duties shall be placed in the step corresponding to his years of experience, taking into account the time spent in a step established in article 6-11.00.

Moreover, the professional may not accumulate more than one (1) year of experience during a twelve (12)-month period.

6-6.02 For the purposes of this article only, the employment group of guidance counsellors or counsellors in academic training and that of psychologists or re-education consultants shall have the following in particular recognized as one year of directly pertinent experience: each year of experience as a guidance counsellor or counsellor in academic training or as a psychologist or re-education consultant; each year of teaching in a recognized institution; each year spent in a senior staff position of a pedagogical nature.

When a given employment group requires specific pedagogical experience at the time of posting or during selection, the years of teaching complying with this requirement shall be automatically recognized as directly pertinent experience for placement purposes.

6-6.03 For the purposes of this article, one year of experience shall be comprised of twelve (12) months of work on a full-time basis or the equivalent, including the annual vacation periods, except for the years of experience in teaching or each year (or the equivalent) of teaching, regardless of the level, shall be equivalent to twelve (12) months of work.

If the division of the number of months of work by twelve (12) results in a remainder equal to or greater than nine (9) months, this remainder shall correspond to one (1) year of experience.

If this division results in a remainder equal to or greater than four (4) months but less than nine (9) months, this remainder shall correspond to one half year of experience for the professional in steps 1 to 8.

6-6.04 The professional in service on the date of the coming into force of this agreement as well as the professional who will subsequently be engaged who does not meet the minimum academic qualifications prescribed in the Classification Plan shall be deemed to meet the qualifications for the purposes of applying this agreement, with the exception of article 6-7.00.

6-7.00 RECOGNITION OF SCHOOLING

6-7.01 One (1) year of university studies at the Master's or Doctoral level according to the system actually in effect in the universities of Québec or, if the studies were pursued in a Québec university, according to the system in effect at that university at that time, successfully completed in a discipline deemed directly relevant to the performance of the duties of the professional shall be equivalent to two (2) years of pertinent experience.

However, the final year in the obtaining of a Master's or Doctorate degree shall only be equivalent to one (1) year of pertinent experience for as long as the professional has not obtained the Master's or the Doctorate.

A maximum of three (3) years of schooling may be counted for the purposes of experience in conformity with the provisions of this clause.

6-7.02 One (1) year of university studies at the bachelor's level successfully completed in a discipline deemed directly relevant to the performance of the duties of the professional shall be equivalent to one (1) year of pertinent experience.

- 6-7.02 (cont'd) In order to benefit from the provisions of this clause, a professional must already have a bachelor's degree according to the system actually in effect in the universities of Québec or, if this degree was obtained in a Québec university, according to the system in effect at that university when the degree was obtained.
- 6-7.03 Only the number of years normally required by the university awarding the diploma to complete the studies on a full-time basis shall be counted.
- 6-8.00 **PLACEMENT ON THE DATE OF THE COMING INTO FORCE OF THIS AGREEMENT**
- 6-8.01 The professional placed on December 31, 1986 at step 8 of class II or at a step in class I shall be integrated effective on January 1, 1987 into the new salary scale in force for his employment group, according to the terms provided for in Appendix II at an equal step or, failing this, at the step immediately higher and this, notwithstanding the provisions concerning the recognition of former years of experience.
- Subsequently, there is an advancement in step in the new salary scale according to the terms provided for in article 6-11.00.
- 6-8.02 The professional whose salary rate on December 31, 1986 is higher on that date than the salary rate of step 8 in class II increased by five per cent (5%) shall become over-scale and clause 6-2.03 shall apply to him as of January 1, 1987.
- For the purposes of applying clause 6-2.03, the maximum rate of the salary scale in force for his employment group applicable on December 31, 1986 shall be equivalent to step 8 in class II increased by five per cent (5%).
- 6-8.03 As of the date of the signing of this collective agreement, the applicable salary scales shall be modified by the merger of classes III and II. The integration of the professional into his new salary scale shall be carried out according to the terms provided for in Appendix III.
- Subsequently, there is an advancement in step in the new salary scale according to the terms provided for in article 6-11.00.
- 6-9.00 **PLACEMENT OF THE PROFESSIONAL UPON ENGAGEMENT**
- 6-9.01 The step in which a professional is placed shall be determined by the board on the date of his engagement by taking into

6-9.01 account both his qualifications and experience, subject to the
(cont'd) provisions of articles 6-6.00 and 6-7.00.

6-9.02 The professional without experience deemed directly relevant to
the performance of his duties shall be placed at the first (1st)
step, subject to the provisions of article 6-7.00.

6-10.00 PLACEMENT OF THE PROFESSIONAL IN THE EVENT OF A TRANSFER

6-10.01 The transferred professional shall be placed in his new salary
scale as if he were newly engaged according to the rules pro-
vided in article 6-9.00.

However, if a transfer occurs after January 1 of one year and
involves a decrease in salary, he shall maintain the salary
applicable on January 1 until December 31.

6-11.00 ADVANCEMENT IN STEP

6-11.01 The normal duration in one step shall be one year but it shall
be only six (6) months in the case of the first eight (8) steps.

6-11.02 The advancement in step shall be granted on July 1 or January 1,
provided that the professional has completed, in this capacity,
a continuous period of at least nine (9) full months in the case
of an annual advancement or of at least four (4) full months in
the case of a semi-annual advancement, since his last advance-
ment in step or since his entry into service as a professional.

For the purposes of applying this clause, any period during
which the professional receives his salary, any period during
which he is on leave for educational purposes, any period during
which he is on parental leave as provided for in clauses
5-13.05, 5-13.06, 5-13.18, 5-13.22 and 5-13.26 as well as ab-
sences for disability for which the total duration does not
exceed three (3) months per school year shall be considered as a
work period.

6-11.03 In addition to these requirements, the advancement in step can-
not be refused except in the case of unsatisfactory performance.
In this case, the board shall inform the professional in writing
of its reasons for such refusal.

6-11.03 (cont'd) Following such a refusal, a grievance may be lodged against the board.

6-11.04 The board may grant an accelerated advancement of one (1) step on the date of the regular advancement in step to a professional for exceptional performance during the period of reference preceding the date of advancement in step.

No grievance may be lodged against the board as a result of the application of this clause.

6-11.05 At his date of regular advancement in step, the professional shall benefit, where applicable, from an additional advancement in step in accordance with article 6-7.00 of this agreement.

6-11.06 No advancement in step is granted in 1983, except if it results from an advancement in class according to article 6-12.00 or if it results from an advancement in step according to article 6-7.00. The step thus lost may in no way be recovered and the experience acquired during 1983 may in no way be taken into account in granting a step. This clause shall not modify the date of the professional's advancement in step.

6-12.00 **TERMS OF PAYMENT OF SALARY**

6-12.01 The total salary of a professional shall be paid by cheque sent to his place of work, under individual cover, every second (2nd) Thursday.

The last payment of salary must include the number of working days of the period ending June 30; notwithstanding the preceding paragraph, it may constitute a twenty-seventh (27th) payment.

6-12.02 Should Thursdays not be working days, the payment shall be remitted to the professional on the last working day which precedes such Thursdays.

6-12.03 The payments which would be made to the professional during his vacation shall be remitted before his departure on vacation.

6-12.04 The professional who leaves the service of the board before the end of the school year for whatever reason, shall receive, upon his departure, the amounts which are owing to him and the accumulated days of vacation due.

6-12.05 The following information must appear on the cheque stub:

a) the surname and given name of the professional;

- 6-12.05 (cont'd)
- b) the date and pay period;
 - c) the salary for regular hours of work;
 - d) the overtime;
 - e) the details of the deductions;
 - f) the net pay;
 - g) the cumulative total of each of the preceding elements if the pay system of the board permits.
- 6-12.06 Following an agreement between the local parties, the board shall deduct from the salary of the professional who so authorizes in writing a regular amount to be deposited in a financial institution.
- 6-12.07 The board shall give the professional, on the day of his departure, a signed statement indicating the amounts of salary due to him, provided that the professional has given the board prior notice of his departure.
- The board shall give or send the professional his pay cheque on the pay period following his departure. The fringe benefits that are redeemable under this agreement shall be paid to the professional no later than forty-five (45) days after his departure.
- 6-12.08 Upon prior request, the board shall, on the last day of his employment, give the professional a written attestation of the duration of service with the board.
- 6-12.09 If the board overpays a professional, the latter shall be consulted before any decision is taken regarding the method of reimbursement. Failing agreement, the board shall determine the terms of reimbursement. The professional must not reimburse more than ten per cent (10%) of his gross salary per pay period. However, such maximum per pay period may be exceeded so as to ensure that the total amount owed be reimbursed over a twelve (12)-month period as of the first payment. The same terms shall also apply to benefits or indemnities overpaid to a professional by the board by virtue of the agreement.
- 6-12.10 A professional who leaves the employment of the board shall retain, after his departure, the right to contest by means of a grievance, according to the procedure provided for in Chapter 9-0.00, the application by the board of clauses 6-12.04 and 6-12.07.

CHAPTER 7-0.00 PROFESSIONAL IMPROVEMENT

7-1.00 GENERAL PROVISIONS

7-1.01 The development of human resources shall be the responsibility of the board and shall be conceived to meet the needs of the milieu.

7-1.02 The professional improvement activities shall include:

- a) organizational training, that is, professional improvement activities with a bearing on the acquisition of techniques and abilities to improve the operation of the department or of the institution;
- b) occupational training, that is, professional improvement activities with a bearing on the acquisition of techniques and abilities specific to one's professional occupation;
- c) retraining, that is, the complementary vocational training dispensed to the professional in view of his adaptation to the technological changes of his sector of activities or vocational training in view of redirecting his orientation towards a new sector of activities.

7-1.03 The professional who is authorized by the board to follow any professional improvement activity during his regular schedule shall receive the salary he would receive if he were at work. The regular schedule of such professional shall not be modified by this fact, except by agreement between the professional and the board.

7-1.04 The board shall respect the commitments undertaken prior to the date of the signing of this agreement with regard to the professional in its employ in order to permit the completion of such professional improvement activities already begun.

The amounts incurred as a result of the commitments mentioned in this clause shall be deducted from the amount provided for in clause 7-2.02.

7-2.00 ORGANIZATION OF PROFESSIONAL IMPROVEMENT

7-2.01 The board shall consult the union within the framework of the Labour Relations Committee or of a parity committee set up for this purpose on the following subjects:

- a) the local professional improvement policy applicable to professionals;

7-2.01
(cont'd)

- b) the rules applicable to the presentation and acceptance of professional improvement projects;
- c) the proposed and actual utilization of the funds allocated under clause 7-2.02 and, where applicable, clause 7-2.03;
- d) the professional improvement projects submitted according to the rules established within the framework of paragraph b);
- e) any other question pertaining to professional improvement determined after agreement between the local parties.

7-2.02

The amount allocated to professional improvement shall be one hundred and five dollars (\$105) per school year per regular professional in service at the board whose regular workweek includes the number of hours provided for in article 8-1.00. For every other regular professional in service at the board, the amount allocated shall be adjusted in proportion to the regular hours provided for in his workweek.

The amount allocated to professional improvement must be used solely for the professional improvement activities of professionals.

This annual amount shall be available as of the 1987-1988 school year and must include all the expenses for professional improvement paid either by virtue of the present professional improvement system or by virtue of the extension, after December 31, 1985 of the local, regional or provincial professional improvement system provided for in the 1983-1985 collective agreement.

The amounts not used for a given year shall be added to those provided for the following school year.

7-2.03

An amount of fifty thousand dollars (\$50 000) per school year shall be provided to facilitate as a priority access to professional improvement activities for professionals of the school boards in school regions 1, 8 and 9 and of the commission scolaire Chapais-Chibougamau in particular to defray the travel and accommodation expenses of these professionals. This amount shall be available as of the 1987-1988 school year.

These amounts shall be distributed among the aforementioned school boards in relation to the number of regular professionals in service calculated in terms of full-time professionals whose workweek includes the number of hours provided for in article 8-1.00 and as indicated on the list sent to the union before October 31 by virtue of clause 3-7.01.

7-2.03 The amounts not used for one (1) year shall be added to those
(cont'd) for the following school year.

7-2.04 Within sixty (60) days of the signing of this agreement, a parity professional improvement committee shall be set up. This committee shall be comprised of one (1) representative of the Ministère, one (1) representative of the FCSCQ and two (2) representatives of the national union group. Its mandate shall be:

- a) to distribute the amount of fifty thousand dollars (\$50 000) according to the terms provided for in clause 7-2.03 and to pay the amounts thus distributed to the school boards concerned. It must meet to this effect no later than November 30 of each year;
- b) inform in writing the school boards and unions concerned and the FSPPCSQ of the amounts thus distributed.

7-2.05 The parity professional improvement committee provided for in clause 7-4.05 of the 1983-1985 collective agreements applicable to the professionals of the school boards for Catholics shall maintain its mandate for the purposes of authorizing the payment of the requests for professional improvement received and this, up to a maximum amount of one hundred and sixty thousand three hundred and nine dollars (\$160 309) that is, all the amounts available for the 1986-1987 school year by virtue of clauses 7-4.03 and 7-4.04 of the 1983-1985 collective agreements.

CHAPTER 8-0.00 WORK SYSTEM

8-1.00 WORKING TIME

8-1.01 The work year of a professional shall be from July 1 to the following June 30.

8-1.02 The regular workweek shall be thirty-five (35) hours.

8-2.00 WORK SCHEDULE

8-2.01 The work schedule shall be established so as to minimize work in the evenings or on weekends, without affecting the services to be rendered, especially with reference to adult education and meetings with parents.

8-2.02 The work schedule may be changed for reasons of a pedagogical or administrative nature or for reasons related to services to the clientele after consultation with the Labour Relations Committee.

8-2.03 The professional shall benefit from a fifteen (15)-minute rest period to be taken towards the middle of each half-day of work and from an uninterrupted meal period of at least sixty (60) minutes. These periods shall be noncumulative and cannot be deferred.

8-2.04 Travelling time in the service of the board must be considered as work time if the professional is authorized to travel from one place of work to another within the territory of the board. If the professional is required to travel outside of the territory of the board, such travel shall be governed by the policies of the board. Such a policy shall be submitted to the Labour Relations Committee for prior consultation.

8-2.05 In the case of a professional whose workweek includes split workdays on a regular basis which oblige him to work in the evening within his regular schedule, the board shall assure this professional a rest period of twelve (12) consecutive hours between the end of his workday and the beginning of the next, unless a different agreement is made with the professional.

8-2.06 Notwithstanding clause 8-2.02, the board and the union may agree on a summer schedule which differs from the regular work schedule.

8-3.00 OVERTIME

8-3.01 At the request of or with the authorization of the competent authority of the board, work carried out outside of the work schedule of the professional concerned or during a non-working day with pay shall be considered as overtime. Only the excess of his regular workweek shall be counted.

8-3.02 The benefits inherent to overtime shall not apply to the professional who, within the framework of this agreement, obtained an authorization to be absent or was on a leave, even if the work that he carries out during the absence extends beyond the working day.

8-3.03 The professional who works overtime shall obtain a compensatory leave for the number of hours worked.

8-3.04 The board and the professional shall agree on the terms of application of the preceding clause by taking into account the requirements of the department; failing an agreement between the board and the professional within sixty (60) days of the date on which the overtime was carried out on the time when the leave may be taken, the overtime shall be remunerated at the regular rate.

When the board and the professional agreed on the time when the leave may be taken but it cannot in effect be taken at the time agreed to due to the needs of the department or uncontrollable circumstances, overtime shall then, at the professional's choosing, be remunerated at the regular rate or taken in time; in this latter case, the board and the professional shall agree on the time when the leave may be taken.

8-3.05 The payment of overtime carried out shall be made to the professional within thirty (30) days of the date as^o of which the work may be remunerated by the application of the preceding clause.

8-4.00 REGULATIONS CONCERNING ABSENCES

8-4.01 The professional shall advise the authority designated by the board as soon as possible of any absence and, if so requested, shall provide the reasons for such absence in writing.

8-4.02 The board shall deduct 1/260 of the total annual salary for each day of absence not remunerated.

8-5.00 VACATION

8-5.01 Subject to the other provisions of this article, the professional shall be entitled, for the twelve (12) months following June 30 of each year, to annual vacation the duration of which shall be calculated according to the following table:

<u>Continuous Service* as of June 30</u>	<u>Accumulation of vacation credits from July 1 to June 30 (working days)</u>
Less than one year	1 2/3 days per month of continuous service
1 year and less than 17 years	20 days
17 and 18 years	21 days
19 and 20 years	22 days
21 and 22 years	23 days
23 and 24 years	24 days
25 years or more	25 days

The professional may, with the consent of the board, obtain a leave of absence without salary to complete a period of annual vacation of twenty (20) working days. The professional who is entitled to fewer than ten (10) working days of annual vacation shall obtain, upon a written request, a leave without salary to complete his annual vacation period of ten (10) working days.

8-5.02 An absence for which the payment of salary is provided for in this agreement shall not interrupt a period of continuous service.

8-5.03 Credit for vacation shall not be reduced by one or more absences for disability, providing such absences not exceed six (6) months per school year or per disability period.

Absences other than those for disability for which the payment of salary is not provided for in this agreement shall not reduce the vacation credits provided that such absences not exceed sixty (60) working days per school year and the total of such absences and absences for disability not exceed six (6) months per school year.

* Continuous service refers to the period during which the professional was employed by the board in a continuous manner, in whatever capacity, the foregoing subject to clauses 8-5.02 and 8-5.03.

8-5.03 (cont'd) Credit for vacation shall not be affected by the maternity leave provided for in clauses 5-13.05 and 5-13.06 nor by the leave for adoption provided for in clause 5-13.22.

8-5.04 The usual vacation period shall be between July 1 and August 31.

8-5.05 At least thirty (30) days before his departure on vacation, the professional shall submit his vacation plan in writing.

8-5.06 The vacation dates chosen by the professional shall be approved by the board. It may refuse a vacation plan when the requirements of the department so justify.

If several vacation plans fall within the same period, seniority shall be the determining factor, if need be.

8-5.07 Any vacation plan approved by the board shall be considered as final.

8-5.08 A disability, as defined in this agreement, which develops before the beginning of the vacation period shall allow the professional concerned to postpone his vacation period. In such a case, his choice shall be exercised in accordance with clause 8-5.05.

8-5.09 Notwithstanding the preceding clauses of this article, the board may, after consulting with the Labour Relations Committee, determine a period of total or partial shutdown of its activities during the usual vacation period for the purposes of vacation; the duration of such period may not exceed ten (10) working days.

8-6.00 TRAVEL EXPENSES

8-6.01 Travel expenses as well as any other expense incurred during travel by a professional in the performance of his duties shall be reimbursed according to the norms in effect at the board for all its personnel.

However, if the board establishes lower norms during this agreement, the norms in effect on the date of the coming into force of this agreement shall continue to apply.

8-7.00 EXTENT OF RESPONSIBILITY

8-7.01 The board shall recognize that the professional activities performed by the professional shall not include any responsibilities entrusted exclusively to management or senior staff within the meaning of the Labour Code.

8-8.00 EVALUATION OF PROFESSIONAL ACTIVITIES

- 8-8.01 The evaluation of professional activities of a professional must respect the provisions of this article.
- 8-8.02 The evaluation of professional activities must be based principally on the objectives of the department where the professional works as defined by the board, after consulting with the professionals of the department concerned.
- 8-8.03 Such an evaluation of professional activities of the professional must be communicated to him in writing and placed in his file.
- 8-8.04 The professional whose activities have been evaluated as provided for in this article may send his written comments on the evaluation to the board within the forty-five (45) days following the date on which he was informed of his evaluation. Such comments shall be inserted into the professional's file.

8-9.00 PROFESSIONAL RESPONSIBILITY

- 8-9.01 A professional may sign a document prepared by him in the performance of his duties and of which he is the sole author. However, the use of the contents of such document shall remain the responsibility of the board. Should the contents of a document signed by the professional be used, his signature shall either appear on the document or he shall be credited as its author.
- 8-9.02 Notwithstanding the preceding clause, no professional shall be bound to sign a document that, in all professional conscience, he cannot endorse, nor shall he be compelled to make changes to a document which he has signed and which he believes to be correct from the professional point of view.
- 8-9.03 If the board publishes in any form whatsoever either all or part of a document which is not signed by the professional, the board shall not add the name of the professional to this document.
- 8-9.04 No disciplinary measures may be taken against a professional who has refused to sign a document which, in all professional conscience, he cannot approve.

8-10.00 PRACTICE OF THE PROFESSION

8-10.01 The board must, to the extent possible, assure the professional the working premises and material and technical conditions adapted to the characteristics of his duties and the requirements of confidentiality and, in particular, provide him with an adequate secretarial service.

8-10.02 The board and the professional shall respect within the framework of the exercise of their respective duties and responsibilities, the rules generally recognized in the discipline concerned and the applicable ethical norms.

8-10.03 The board shall recognize for the professional the choice of means, methods and procedures of intervention subject to the objectives, policies, practices and procedures defined by the board.

8-10.04 The board and the professional shall respect the confidentiality of information provided or obtained under the seal of professional secrecy within the framework of the performance of his duties and responsibilities, unless the disclosure of the information is required or authorized by law.

8-10.05 The board cannot oblige a professional to identify the individuals who have provided information confidentially on the basis of which this professional prepared a report.

8-10.06 When a professional is called as a witness in a civil or criminal court regarding facts brought to his attention in the course of the performance of his duties and that he thus foresees having to invoke professional secrecy, he may be accompanied by an attorney chosen and paid by the board.

8-10.07 The mail addressed to a professional within the framework of the performance of his duties cannot be opened by anyone else if it is marked "confidential".

8-11.00 HEALTH AND SAFETY

8-11.01 The board and the union shall collaborate through the Labour Relations Committee to maintain working conditions that respect the health, safety and physical well-being of professionals.

8-11.02 The board and the union may agree to set up a specific health and safety committee.

8-11.03 The professional must:

- a) take the necessary measures to protect his health, safety or physical well-being;

- 8-11.03
(cont'd)
- b) see that he 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 for the application of the Act and the regulations applicable to the board.

8-11.04 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 well-being of professionals; it must, in particular:

- a) see that the buildings under its jurisdiction are equipped and laid out in such a way as to protect the professionals;
- 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 professionals;
- c) provide suitable lighting, ventilation and heating;
- d) provide safety material and ensure that it is kept in good condition;
- e) allow a professional while in the employ of the board to undergo health examinations required for the application of the Act and the regulations applying to the board.

8-11.05 Placing individual or group safety means and equipment at the disposal of professionals in order to meet their specific needs, when it becomes necessary by virtue of the Act and regulations applicable to the board, must not reduce in any way the efforts required by the board, the union and the professionals to eliminate at the source dangers to their health, safety and physical well-being.

8-11.06 When a professional exercises the right of refusal provided for in the Act respecting occupational health and safety, he must notify his immediate superior or an authorized representative of the board immediately.

As soon as he is notified, the immediate superior or, where applicable, the authorized representative of the board shall convene the union representative mentioned in clause 8-11.10, if he is available or in the case of an emergency, the union delegate; the purpose of this summons shall be to assess the situation and the corrective measures that the immediate superior or the authorized representative of the board intends to apply.

8-11.06 (cont'd) For the purposes of the meeting following the summons, the union representative mentioned in clause 8-11.10 or, where applicable, the union delegate, may temporarily interrupt his work without loss of salary or reimbursement.

8-11.07 The right of a professional mentioned in clause 8-11.06 shall be exercised subject to the relevant provisions provided for in the Act and the regulations concerning occupational health and safety applicable to the board and subject to the terms specified therein, where applicable.

8-11.08 The board cannot impose a non-re-engagement, a disciplinary or discriminatory measure due to the fact that the professional exercised in good faith the right provided for in clause 8-11.06.

8-11.09 Nothing in the agreement shall prevent the union representative referred to in clause 8-11.10 or, where applicable, the union delegate from being accompanied by a union adviser at the meeting provided for in clause 8-11.06; however, the board or its representatives must be informed of the presence of this adviser before the meeting is held.

8-11.10 The union may expressly designate one of its representatives to the Labour Relations Committee or, where applicable, to the specific health and safety committee provided for in clause 8-11.02, where applicable, to deal with health and safety matters; this representative may be absent temporarily from his work, after having informed his immediate superior, without loss of salary or reimbursement in the following cases:

- a) to attend a meeting provided for in the third (3rd) paragraph of clause 8-11.06;
- 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 a professional.

8-12.00 **TECHNOLOGICAL CHANGES**

8-12.01 For the purposes of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment which is used to produce goods or services and which either modifies the duties entrusted to a professional or causes a reduction in the number of professionals.

- 8-12.02 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.
- 8-12.03 The notice mentioned in the preceding clause shall contain the following information:
- a) the nature of the change;
 - b) the school or department concerned;
 - c) the date foreseen for the implementation;
 - d) the professional or group of professionals concerned.
- 8-12.04 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 professionals concerned; moreover, at the union's request, the board shall transmit the technical sheet of the new equipment, if it is available.
- 8-12.05 The board and union shall agree to meet within forty-five (45) days of the sending of the notice mentioned in clause 8-12.02; on this occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work.
- 8-12.06 The professional 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 skills. The costs of the training or professional improvement shall be borne by the board and shall usually be dispensed during working hours.
- 8-12.07 The parties may, by a local arrangement, agree on other terms concerning the implementation of a technological change.
- 8-12.08 The provisions of this article shall not have the effect of preventing the application of other provisions of this agreement, particularly those in articles 5-6.00 and 5-8.00.

CHAPTER 9-0.00 GRIEVANCES - LOCAL ARRANGEMENTS - DISAGREEMENTS

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES

9-1.01 Any professional, whether or not he is accompanied by the union delegate may, if he so desires, attempt to solve his problem with the competent authority before the notice of grievance.

9-1.02 In order to settle as quickly as possible every grievance which may arise during the life of this agreement, the board and the union shall agree to comply with the procedure provided for hereinafter.

9-1.03 A grievance may be submitted to the board by a professional or by the union acting for the said professional.

The notice of grievance must be sent by registered mail, certified mail, or otherwise delivered to the authority designated by the board within ninety (90) days of the event which gave rise to the grievance.

The notice of grievance submitted to the board must contain a summary of the facts which gave rise to the said grievance, the name of the professional or professionals immediately involved, if applicable. For information purposes, the notice of grievance must include mention of the clauses of the agreement on which it is based and, without prejudice, the required corrective measure(s).

In the case of a classification grievance or a grievance concerning the placement of a professional, the notice of grievance must include, without prejudice, mention of the employment group and step sought, as the case may be.

The formulation of the grievance may be amended after it has been submitted but on the condition that such amendment not change the subject of the grievance.

For the purposes of submitting a grievance in writing, the professional or the union may use the form annexed to this agreement.

9-1.04 Within fifteen (15) days of the receipt of the notice of grievance, the union representative shall meet, accompanied or not by the plaintiff concerned, if the latter so desires, the authority designated by the board and tries with the latter to find a solution.

9-1.05 Within twenty-five (25) days of the mailing or delivery of the notice of grievance, the authority designated by the board shall provide a written decision to the union and shall forward a copy to the professional concerned.

9-1.06 If the meeting mentioned in clause 9-1.04 has not taken place within the time limits prescribed, or if the decision mentioned in clause 9-1.05 is deemed inadequate, or if such decision is not received within the prescribed time, the union may submit the said grievance to arbitration in conformity with the procedure described in article 9-2.00.

9-2.00 **ARBITRATION**

9-2.01 Any grievance may be referred to arbitration by the union according to the following procedure.

9-2.02 The union wishing to submit a grievance to arbitration must, within forty-five (45) days of the expiry of the time limit prescribed in clause 9-1.05, give a written notice to this effect to the board and to the chief arbitrator* whose name appears in clause 9-2.03. Such notice must contain a copy of the grievance and must be forwarded by registered or certified mail.

However, notwithstanding clause 9-1.06 and the preceding paragraph, the union may submit its grievance to arbitration as soon as it mails or delivers otherwise the notice of arbitration to the authority designated by the board.

* Address of the chief arbitrator: Records Office
of the Arbitration Tribunals
Education Sector
Palais de Justice
300 Jean Lesage Blvd.
5th floor, room 512
Québec (Québec)
G1K 8K6

9-2.03

For the life of this agreement, every grievance submitted to arbitration shall be decided by an arbitrator chosen from among the following:

- a) Jean-Guy Ménéard, chief arbitrator;
- b)

Bergevin Michel;	Ladouceur André;
Blouin Rodrigue;	Larouche Angers;
Boisvert Marc;	Lussier Jean-Pierre;
Coté André C.;	Morency Jean-M.;
Coté Martin;	Morin Fernand;
Dufresne Pierre N.;	Morin Marcel;
Ferland Gilles;	Rondeau Claude;
Fortier François G.;	Sabourin Diane;
Frumkin Harvey;	Turcotte Jean-Jacques;
Gauvin Jean;	Tremblay Denis;
Hamelin François;	Veilleux Diane;
- c) any other person appointed by the Centrale, the Fédération and the Ministère to act in this capacity.

However, a grievance submitted to arbitration must be decided upon by an arbitrator whose name appears above, assisted by two (2) assessors if, at the time of the preparation of the monthly arbitration roll or within the fifteen (15)-clear days that follow, the representative of the Centrale, the Fédération or the Ministère informs the chief arbitrator and the other parties of his intention to this effect.

Any arbitrator appointed by virtue of this clause shall be deemed competent to act as single arbitrator or chairman of an arbitration tribunal who shall decide, in conformity with the provisions of the 1975-1979, 1979-1982 and 1983-1985 collective agreements, on any legal grievance arising from the provisions of these collective agreements. The preceding provisions shall not remove from the jurisdiction of other single arbitrators or chairmen of an arbitration tribunal any grievance referred to them by the first chairman before the date of the coming into force of this agreement.

For the purposes of applying the preceding paragraph, any grievance which legally arose before the expiry of the 1983-1985 collective agreement, and which was submitted to arbitration after its expiry within the time limits prescribed in the 1983-1985 collective agreement shall be held as validly submitted to arbitration. To this end, the board, the Fédération and the Ministère shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the said agreement.

9-2.04 The arbitrator to whom a grievance has been referred by virtue of the second paragraph of clause 9-2.03 shall be assisted by an assessor designated by the Centrale and an assessor designated jointly by the Fédération and the Ministère.

Every management or union assessor thus appointed shall be deemed competent to sit, whatever his past or present activities, his interests in the litigation or his functions in the union, the board or elsewhere.

9-2.05 As of his appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his honour before a judge of the Superior Court, to perform his duties in conformity with the law, the provisions of this agreement and according to equity and good conscience.

As of his appointment, every arbitrator shall take an oath or shall pledge on his honour before the chief arbitrator, for the life of this agreement, to render his decisions in conformity with the law, the provisions of the collective agreement and according to equity and good conscience. Subsequently, the arbitrator shall receive, at the beginning of each arbitration, the same oaths or pledges on their honour from the two (2) assessors appointed to assist him and to carry out their duties in conformity with the law, the provisions of the agreement, equity and good conscience.

9-2.06 After recording the notice of arbitration mentioned in clause 9-2.02, the records office shall immediately acknowledge receipt of the notice to the union. A copy of this acknowledgement, the notice of grievance and the notice of arbitration shall be sent without delay to the board, the Fédération, the Ministère, the FSPPCSQ and the Centrale.

9-2.07 The chief arbitrator or, in his absence, the chief records clerk, under the authority of the chief arbitrator, shall:

- a) prepare the monthly arbitration roll in the presence of representatives of the parties at the national level;
- b) appoint an arbitrator from the list mentioned in clause 9-2.03;
- c) set the time, date and place of the first arbitration session;
- d) refer any grievance to either one of the procedures provided for in this article or in article 9-3.00, while respecting the criteria mentioned in Appendix D.

- 9-2.07 (cont'd) The records office shall notify the arbitrators, the assessors, the parties concerned, the Fédération, the Ministère, the FSPPCSQ and the Centrale. The arbitrator appointed to hear a grievance according to the summary arbitration procedure provided for in article 9-3.00 shall be so informed by the records office.
- 9-2.08 If the case arises, the Centrale shall inform the records office of the name of a union assessor of its choice and the Fédération and the Ministère shall inform it of the name of a management assessor of their choice within thirty (30) clear days of the entering of the said case on the arbitration roll.
- 9-2.09 Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions, where applicable, and shall so inform the records office; the records office shall notify the assessors, the parties concerned, the Fédération, the Ministère, the FSPPCSQ and the Centrale. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if need be.
- 9-2.10 The arbitrator or the assessor shall be replaced according to the procedure established for the original appointment.
- 9-2.11 If an assessor has not been designated in conformity with the original appointment procedure or if the position of assessor is vacant and is not filled before the date set for the hearing, the arbitrator shall appoint him, ex officio, on the day of the hearing.
- 9-2.12 The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he may deem appropriate.
- 9-2.13 At any time, before the first deliberation session or within fifteen (15) days after the end of the hearing if it involves a grievance heard by a single arbitrator, the Fédération, the Ministère and the Centrale may individually or collectively intervene and make any representation that they deem appropriate or pertinent to the arbitrator.
- However, if one of the aforementioned parties wishes to intervene, it shall so inform the other parties of its intention and of the subject of such intervention.
- 9-2.14 The arbitration sessions shall be public. The arbitrator may, however, on his own initiative or at the request of one of the parties, order the session to be held in camera.

9-2.15 The arbitrator may deliberate in the absence of an assessor provided he has notified him in accordance with clause 9-2.09 at least seven (7) days in advance.

9-2.16 Except in the case of the production of written arguments where the board and the union may agree to exceed the time limit, the arbitrator must render his decision within forty-five (45) days following the end of the hearing. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the said time limit.

The chief arbitrator may not assign another grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

The preceding paragraph shall not apply to an arbitrator who has filed the draft decision within this same time limit and if no other additional deliberation has been requested by an assessor.

9-2.17 The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.

Any assessor may file a separate report and attach it to the decision.

The arbitrator shall file the original signed arbitration decision at the records office and, at the same time, shall also send copies to the two (2) assessors, if need be.

The records office, under the responsibility of the chief arbitrator shall forward a copy of the said decision to the parties concerned, the Fédération, the Ministère, the FSPPCSQ and the Centrale and shall also file two (2) certified copies at the records office of the labour commissioner-general's office.

9-2.18 At any time prior to his final decision, an arbitrator may render any temporary or interlocutory decision that he deems just and useful.

The arbitration decision shall be final, executory and shall bind the parties.

If the decision grants a time limit in which to fulfill an obligation, such time limit shall begin as of the date on which the decision was sent by the records office unless the arbitrator decides otherwise within the framework of the decision.

9-2.19 An arbitrator may not, by his decision regarding a grievance, modify, subtract from, or add to this agreement.

9-2.20

The arbitrator, eventually called upon to decide whether or not a grievance is well-founded, shall have the authority to uphold it or to reject it, in whole or in part, and to determine the compensation that he deems equitable for the loss suffered by the professional because of the board's error in interpreting or applying the collective agreement.

The arbitrator to whom a grievance has been referred to contest the dismissal of a professional may annul the decision of the board if the procedure has not been followed or if the reasons for the dismissal are not well-founded or do not constitute sufficient grounds, order that the professional concerned be reinstated in his duties and determine, if need be, the amount of the compensation to which he is entitled. He may also change the decision for one which he feels is fair and reasonable, taking into account all the circumstances surrounding the event.

The arbitrator to whom a grievance has been referred to contest the non-re-engagement of a regular professional may annul the decision of the board if the procedure prescribed was not followed, order that the professional concerned be reinstated in his duties and determine, if need be, the compensation to which he is entitled. Furthermore, in the case of the regular professional who meets the conditions defined in the second (2nd) paragraph of clause 5-2.03 or in paragraph a) or b) of clause 5-2.04 respectively, the arbitrator shall have the same powers if the reasons for the non-re-engagement were not well-founded or did not constitute sufficient grounds.

Notwithstanding the second (2nd) paragraph of clause 5-2.03, the first paragraph of this clause shall apply to the grievance for non-re-engagement because of surplus of a full-time regular professional if the procedure prescribed in article 5-2.00 has been followed in its entirety and if the sole reason invoked by the board in support of the non-re-engagement is the surplus of personnel. This provision shall also apply to the part-time regular professional who meets the conditions provided for in paragraph a) or b) of clause 5-2.04. In such cases, the jurisdiction of the arbitrator shall include the power to order that the professional be reinstated in his duties.

However, the part-time regular professional who does not meet the conditions provided for in paragraph a) or in paragraph b) of clause 5-2.04 and who is non-reengaged because of surplus of personnel shall only be entitled to contest the procedure provided for in clause 5-2.02.

9-2.21

The chief arbitrator shall choose the chief records clerk.

9-2.21 The chief records clerk shall assign the hearing-clerk to an
(cont'd) arbitration session.

9-2.22 The expenses and fees of the arbitrators and the costs of the
records office shall be borne by the Ministère.

The hearings and the deliberations shall be held in rooms supplied free of rental charge.

9-2.23 The assessors shall be remunerated and reimbursed for their
expenses by the party they represent.

9-2.24 If one party requests the services of an official stenographer,
the expenses and fees shall be the responsibility of the party
which requested them.

If the official stenographic notes are transcribed, one copy shall be forwarded free of charge by the stenographer to the arbitrator and to the assessors, where applicable, before the beginning of the deliberations.

9-2.25 The arbitrator shall convey or otherwise serve any order or
document issued by him or by the parties involved. At the
request of a party, the arbitrator may assign a witness in
accordance with section 100.6 of the Labour Code.

9-3.00 SUMMARY ARBITRATION

9-3.01 Any grievance referred according to clause 9-2.07 d) to the
procedure provided for in this article shall be heard by an
arbitrator without an assessor.

9-3.02 The arbitrator to whom a grievance is referred according to the
procedure provided for in this article must hear the grievance
immediately and render his decision within fifteen (15) days of
the end of the hearing.

9-3.03 The arbitrator must hear the grievance on its merits before
rendering a decision on a preliminary objection unless he can
settle it immediately; in such a case, he must subsequently base
his decision on the objection.

9-3.04 The decision of the arbitrator must contain a brief description
of the litigation and a short description of the reasons for its
conclusion.

9-3.04 (cont'd) Such decision may not be cited or used by anyone in conjunction with the arbitration of any other grievance unless this grievance is related to identical litigation between the same school board and the same union and involves the same facts and clauses.

9-3.05 The provisions of articles 9-1.00, 9-2.00 and 9-4.00 shall apply mutatis mutandis to the summary arbitration procedure provided for in this article except for clauses 9-2.04, 9-2.08, 9-2.11, 9-2.13, 9-2.15, 9-2.16, 9-2.23 and 9-2.24.

9-4.00 GENERAL PROVISIONS

9-4.01 The time limits provided for in this chapter in which to lodge a grievance and to submit it to arbitration shall be compulsory unless there is a written agreement for their extension between the board and the union.

The date on the post office receipt for documents sent by registered mail or the date on the post office receipt for documents received by certified mail shall constitute prima facie proof for the calculation of the time limits prescribed in articles 9-1.00 and 9-2.00.

9-4.02 A technical error in the formulation of a grievance shall have no effect upon the validity of the said grievance. Similarly, an error of form in the written response to a grievance cannot be invoked against the board.

9-4.03 The board and the union may agree in writing to waive the time limits prescribed in article 9-1.00 when a grievance has already been the subject of discussion between the parties.

9-5.00 DISAGREEMENTS

9-5.01 The board and the union agree to meet from time to time at the request of either party to find solutions to disagreements.

In this respect, either one of the parties may request a meeting between them, which meeting must take place within fifteen (15) days of the receipt of the request.

9-5.02 The solutions adopted by the local parties cannot at any time have the effect of subtracting from or modifying a provision of this agreement. The solutions adopted cannot allow the addition of one or more provisions to the text of this agreement.

9-5.03 The Management Committee and the Centrale agree to meet from time to time to discuss any question dealing with the working conditions of professionals of boards in order to find the appropriate solutions. Any solution accepted by all the aforementioned parties may subtract from or modify a provision of this agreement or add one or more provisions to this agreement.

However, any solution thus accepted shall apply only with the written consent of the board and the union.

In this respect, the parties at the national level may request that a meeting take place between them within fifteen (15) days of the receipt of the request.

9-5.04 The provisions of this article must not be interpreted as constituting a dispute as defined in the Labour Code.

9-6.00 LOCAL ARRANGEMENTS

9-6.01 No local arrangement may modify directly or indirectly a provision of this agreement which could be the subject of a local arrangement.

9-6.02 As long as the local parties have not negotiated and approved such arrangements in accordance with these provisions, all the clauses of this agreement shall apply.

9-6.03 One of the local parties may give the other a written notice of its intention to negotiate and agree on local arrangements and this, within the time limit provided for in paragraph a) of clause 9-6.04.

9-6.04 In order to be valid, any agreement regarding local arrangements must meet the following requirements:

- a) it must be concluded within sixty (60) days of the notice provided for in clause 9-6.03 and, unless otherwise stipulated, it shall be concluded for the duration of this agreement;
- b) it must be in writing;
- c) it must be signed by the authorized representatives of the local parties;
- d) every article thus modified must appear in the agreement;

- 9-6.04 (cont'd) e) it must be filed by virtue of the provisions of section 72 of the Labour Code;
- f) the date of the coming into force of such agreement must be clearly and precisely specified therein.
- 9-6.05 No provision of this article may give rise to the right to strike or lockout.
- 9-6.06 Any local arrangement may be cancelled or replaced only with the written consent of the local parties; this consent must respect the requirements of paragraphs b), c), d), e) and f) of clause 9-6.04 of this article.
- 9-6.07 Any local arrangement concluded within the framework of this article shall form an integral part of this agreement.

IN WITNESS WHEREOF, the parties to this agreement have signed in Québec on this 15th day of May 1987.

FOR THE MANAGEMENT GROUP

(signed) Claude Ryan
Claude Ryan
MINISTRE DE L'ÉDUCATION

(signed) Gabriel Légaré
Gabriel Légaré, PRESIDENT
FCSCQ

(signed) Roger Carette
Roger Carette, PRESIDENT
CPNCC

(signed) Michel Bergeron
Michel Bergeron, VICE-PRESIDENT
CPNCC

(signed) Jean-Guy Villeneuve
Jean-Guy Villeneuve, SPOKESMAN

(signed) Michèle Gariépy-Gaucher
Michèle Gariépy-Gaucher
NEGOTIATOR FCSCQ

(signed) Roger Lacasse
Roger Lacasse, NEGOTIATOR
MEQ

FOR THE UNION GROUP

(signed) Yvon Charbonneau
Yvon Charbonneau, PRESIDENT
CEQ

(signed) Robert Gaulin
Robert Gaulin, COORDINATOR
CEQ

(signed) Pierre Tellier
Pierre Tellier, PRESIDENT
FSPPCSQ

(signed) Jean-Pierre Auger
Jean-Pierre Auger, SPOKESMAN

(signed) Suzanne Guillaume
Suzanne Guillaume, COORDINATOR
FSPPCSQ

(signed) Colette Castonguay
Colette Castonguay, NEGOTIATOR

(signed) Françoise Grenon
Françoise Grenon, NEGOTIATOR

(signed) François Ferland
François Ferland, NEGOTIATOR

**ANNUAL SALARY RATES AND SCALES
(35 hours)**

- Analyst
- Guidance Counsellor or Counsellor in Academic Training
- Consultant in Christian Education
- Education Consultant
- Engineer
- Speech Therapist, Audiologist or Officer for the Correction of Speech and Hearing Difficulties
- Psychologist or Re-education Consultant

CLASS	STEPS	RATES	RATES	STEPS AS OF THE DATE OF THE SIGNATURE	RATES
		1986-01-01 to 1986-12-31 (\$)	1987-01-01 to 1987-12-31 (\$)		1988-01-01 to 1988-12-31 (\$)
III	1	23 706	24 654	1	25 860
	2	24 585	25 568	2	26 812
	3	25 503	26 523	3	27 806
	4	26 477	27 536	4	28 861
	5	27 469	28 568	5	29 936
	6	28 494	29 634	6	31 046
	7	29 594	30 778	7	32 238
II	1	31 261	32 511	8	34 043
	2	32 459	33 757	9	35 341
	3	33 711	35 059	10	36 697
	4	35 014	36 415	11	38 109
	5	36 363	37 818	12	39 570
	6	37 775	39 286	13	41 099
	7	39 250	40 820	14	42 697
	8	40 808	42 440	15	44 384
	9		43 489	16	45 476
	10		44 562	17	46 594
I				18	46 943*
	1	40 565			
	2	40 808			
	3	40 808			
	4	41 730			
	5	43 150			
	6	44 610			

* Step in effect as of December 31, 1988.

**ANNUAL SALARY RATES AND SCALES
(35 hours)**

- Finance Officer
- Administration Officer
- Measurement and Evaluation Consultant
- Specialist in Teaching Methods and Techniques

CLASS	STEPS	RATES	RATES	STEPS AS OF THE DATE OF THE SIGNATURE	RATES
		1986-01-01 to 1986-12-31 (\$)	1987-01-01 to 1987-12-31 (\$)		1988-01-01 to 1988-12-31 (\$)
III	1	22 895	23 811	1	24 982
	2	23 664	24 611	2	25 815
	3	24 490	25 470	3	26 710
	4	25 346	26 360	4	27 637
	5	26 234	27 283	5	28 598
	6	27 150	28 236	6	29 590
	7	28 097	29 221	7	30 616
II	1	29 597	30 781	8	32 241
	2	30 660	31 886	9	33 392
	3	31 779	33 050	10	34 604
	4	32 922	34 239	11	35 843
	5	34 132	35 497	12	37 153
	6	35 393	36 809	13	38 519
	7	36 699	38 167	14	39 934
	8	38 056	39 578	15	41 403
	9		40 556	16	42 422
	10		41 557	17	43 464
			18	45 317*	
I	1	37 997			
	2	38 056			
	3	38 900			
	4	39 821			
	5	41 471			
	6	43 192			

* Step in effect as of December 31, 1988.

**ANNUAL SALARY RATES AND SCALES
(35 hours)**

- Rehabilitation Officer (psycho-educator or orthopedagogue)
- Information Officer
- Student Affairs Animator
- Pastoral Animator
- Vocational and Academic Information Consultant
- Translator
- Social Worker or Social Service Officer

CLASS	STEPS	RATES	RATES	STEPS AS OF THE DATE OF THE SIGNATURE	RATES
		1986-01-01 to 1986-12-31 (\$)	1987-01-01 to 1987-12-31 (\$)		1988-01-01 to 1988-12-31 (\$)
III	1	22 623	23 528	1	24 687
	2	23 389	24 325	2	25 517
	3	24 181	25 148	3	26 374
	4	24 972	25 971	4	27 231
	5	25 821	26 854	5	28 151
	6	26 698	27 766	6	29 101
	7	27 600	28 704	7	30 078
II	1	29 005	30 165	8	31 599
	2	29 935	31 132	9	32 607
	3	30 924	32 161	10	33 678
	4	31 920	33 197	11	34 757
	5	32 952	34 270	12	35 875
	6	34 045	35 407	13	37 059
	7	35 151	36 557	14	38 257
	8	36 326	37 779	15	39 529
	9		38 712	16	40 501
	10		39 668	17	41 497
			18	42 330*	
I	1	36 290			
	2	36 326			
	3	36 888			
	4	38 185			
	5	39 041			
	6	40 325			

* Step in effect as of December 31, 1988.

**ANNUAL SALARY RATES AND SCALES
(35 hours)**

- Librarian
- Dietician or Nutrition Consultant
- Occupational Therapist, Physiotherapist or Rehabilitation Officer

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	RATES 1987-01-01 to 1987-12-31 (\$)	STEPS AS OF THE DATE OF THE SIGNATURE	RATES 1988-01-01 to 1988-12-31 (\$)
III	1	21 976	22 855	1	23 986
	2	22 723	23 632	2	24 795
	3	23 511	24 451	3	25 648
	4	24 332	25 305	4	26 538
	5	25 183	26 190	5	27 460
	6	26 052	27 094	6	28 401
	7	26 962	28 040	7	29 386
II	1	27 909	29 025	8	30 412
	2	28 885	30 040	9	31 469
	3	29 906	31 102	10	32 575
	4	30 975	32 214	11	33 734
	5	32 072	33 355	12	34 922
	6	33 231	34 560	13	36 177
	7	34 441	35 819	14	37 488
	8	35 664	37 091	15	38 813
	9		38 007	16	39 767
	10		38 945	17	40 744
			18	41 050*	
I	1	35 041			
	2	35 664			
	3	35 664			
	4	36 268			
	5	37 351			

* Step in effect as of December 31, 1988.

**ANNUAL SALARY RATES AND SCALES
(35 hours)**

- **Legal Adviser⁽¹⁾(MCSC) (former employee)**

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	RATES 1987-01-01 to 1987-12-31 (\$)	STEPS AS OF THE DATE OF THE SIGNATURE	RATES 1988-01-01 to 1988-12-31 (\$)
III	1	25 473	26 492	1	27 774
	2	27 349	28 443	2	29 806
	3	29 190	30 358	3	31 800
	4	31 029	32 270	4	33 792
	5	32 865	34 180	5	35 781
II	1	33 373	34 708	6	36 331
	2	35 318	36 731	7	38 438
	3	37 240	38 730	8	40 520
	4	39 165	40 732	9	42 605
	5	41 120	42 765	10	44 722
	6	42 414	44 111	11	46 124
	7	44 416	46 193	12	48 293
	8	46 440	48 298	13	50 485
	9	48 503	50 443	14	52 719
	10	50 585	52 608	15	54 974
	11		53 907	16	56 327
	12		55 239	17	57 714
			18	58 147*	
I	1	50 585			
	2	52 831			

(1) Professionals classified as legal advisers in the employ of the MCSC prior to June 10, 1980.

* Step in effect as of December 31, 1988.

**ANNUAL SALARY RATES AND SCALES
(35 hours)**

- **Legal Adviser⁽¹⁾(MCSC) (new employee)**

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	RATES 1987-01-01 to 1987-12-31 (\$)	STEPS AS OF THE DATE OF THE SIGNATURE	RATES 1988-01-01 to 1988-12-31 (\$)
III	1	24 385	25 360	1	26 595
	2	25 356	26 370	2	27 647
	3	26 376	27 431	3	28 752
	4	27 460	28 558	4	29 926
	5	28 567	29 710	5	31 126
	6	29 744	30 934	6	32 400
	7	30 970	32 209	7	33 728
II	1	32 849	34 163	8	35 763
	2	34 091	35 455	9	37 109
	3	35 383	36 798	10	38 508
	4	36 723	38 192	11	39 960
	5	38 128	39 653	12	41 481
	6	39 588	41 172	13	43 063
	7	41 128	42 773	14	44 731
	8	42 066	43 749	15	45 747
	9		44 829	16	46 872
	10		45 936	17	48 025
			18	50 478*	
I	1	41 981			
	2	42 066			
	3	42 910			
	4	44 558			
	5	46 319			
	6	48 148			

(1) Professionals engaged or assigned as legal advisers since June 10, 1980.

* Step in effect as of December 31, 1988.

**ANNUAL SALARY RATES AND SCALES
(35 hours)**

- Project Head (MCSC)

CLASS	STEPS	RATES	RATES	STEPS AS OF THE DATE OF THE SIGNATURE	RATES
		1986-01-01 to 1986-12-31 (\$)	1987-01-01 to 1987-12-31 (\$)		1988-01-01 to 1988-12-31 (\$)
III	1	23 706	24 654	1	25 860
	2	24 585	25 568	2	26 812
	3	25 503	26 523	3	27 806
	4	26 477	27 536	4	28 861
	5	27 469	28 568	5	29 936
	6	28 494	29 634	6	31 046
	7	29 594	30 778	7	32 238
II	1	31 261	32 511	8	34 043
	2	32 459	33 757	9	35 341
	3	33 711	35 059	10	36 697
	4	35 014	36 415	11	38 109
	5	36 363	37 818	12	39 570
	6	37 775	39 286	13	41 099
	7	39 250	40 820	14	42 697
	8	40 808	42 440	15	44 384
	9		43 489	16	45 476
	10		44 562	17	46 594
			18	46 943*	
I	1	40 565			
	2	40 808			
	3	40 808			
	4	41 730			
	5	43 150			
	6	44 610			

* Step in effect as of December 31, 1988.

**ANNUAL SALARY RATES AND SCALES
(35 hours)**

- Protection Officer (MCSC)
- Administration Officer (MCSC)
- Planning Officer (MCSC)
- Personnel Officer (MCSC)

CLASS	STEPS	RATES	RATES	STEPS AS OF THE DATE OF THE SIGNATURE	RATES
		1986-01-01 to 1986-12-31 (\$)	1987-01-01 to 1987-12-31 (\$)		1988-01-01 to 1988-12-31 (\$)
III	1	22 786	23 697	1	24 863
	2	23 439	24 377	2	25 571
	3	24 087	25 050	3	26 272
	4	24 777	25 768	4	27 020
	5	25 464	26 483	5	27 765
	6	26 197	27 245	6	28 558
	7	26 949	28 027	7	29 373
II	1	28 093	29 217	8	30 612
	2	29 193	30 361	9	31 804
	3	30 322	31 535	10	33 026
	4	31 510	32 770	11	34 313
	5	32 752	34 062	12	35 658
	6	34 054	35 416	13	37 068
	7	35 397	36 813	14	38 523
	8	36 807	38 279	15	40 050
	9		39 225	16	41 035
	10		40 193	17	42 044
			18	42 359*	
I	1	36 679			
	2	36 807			
	3	37 012			
	4	38 187			

* Step in effect as of December 31, 1988.

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APPENDIX II

INTEGRATION ON JANUARY 1, 1987

- Analyst
- Guidance Counsellor or Counsellor in Academic Training
- Consultant in Christian Education
- Education Consultant
- Engineer
- Speech Therapist, Audiologist or Officer for the Correction of Speech and Hearing Difficulties
- Psychologist or Re-education Consultant

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	THEORETICAL STEP FOR INTEGRATION PURPOSES (\$)
III	1	23 706	23 706
	2	24 585	24 585
	3	25 503	25 503
	4	26 477	26 477
	5	27 469	27 469
	6	28 494	28 494
	7	29 594	29 594
II	1	31 261	31 261
	2	32 459	32 459
	3	33 711	33 711
	4	35 014	35 014
	5	36 363	36 363
	6	37 775	37 775
	7	39 250	39 250
	8	40 808	40 808
	9		41 816
	10		42 848
I	1	40 565	
	2	40 808	
	3	40 808	
	4	41 730	
	5	43 150	
	6	44 610	



- Finance Officer
- Administration Officer
- Measurement and Evaluation Consultant
- Specialist in Teaching Methods and Techniques

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	THEORETICAL STEP FOR INTEGRATION PURPOSES (\$)
III	1	22 895	22 895
	2	23 664	23 664
	3	24 490	24 490
	4	25 346	25 346
	5	26 234	26 234
	6	27 150	27 150
	7	28 097	28 097
II	1	29 597	29 597
	2	30 660	30 660
	3	31 779	31 779
	4	32 922	32 922
	5	34 132	34 132
	6	35 393	35 393
	7	36 699	36 699
	8	38 056	38 056
	9		38 996
	10		39 959
I	1	37 997	
	2	38 056	
	3	38 900	
	4	39 821	
	5	41 471	
	6	43 192	

- Rehabilitation Officer (psycho-educator or orthopedagogue)
- Information Officer
- Student Affairs Animator
- Pastoral Animator
- Vocational and Academic Information Consultant
- Translator
- Social Worker or Social Service Officer

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	THEORETICAL STEP FOR INTEGRATION PURPOSES (\$)
III	1	22 623	22 623
	2	23 389	23 389
	3	24 181	24 181
	4	24 972	24 972
	5	25 821	25 821
	6	26 698	26 698
	7	27 600	27 600
II	1	29 005	29 005
	2	29 935	29 935
	3	30 924	30 924
	4	31 920	31 920
	5	32 952	32 952
	6	34 045	34 045
	7	35 151	35 151
	8	36 326	36 326
	9		37 223
	10		38 142
I	1	36 290	
	2	36 326	
	3	36 888	
	4	38 185	
	5	39 041	
	6	40 325	

- Librarian
- Dietician or Nutrition Consultant
- Occupational Therapist, Physiotherapist or Rehabilitation Officer

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	THEORETICAL STEP FOR INTEGRATION PURPOSES (\$)
III	1	21 976	21 976
	2	22 723	22 723
	3	23 511	23 511
	4	24 332	24 332
	5	25 183	25 183
	6	26 052	26 052
	7	26 962	26 962
II	1	27 909	27 909
	2	28 885	28 885
	3	29 906	29 906
	4	30 975	30 975
	5	32 072	32 072
	6	33 231	33 231
	7	34 441	34 441
	8	35 664	35 664
	9		36 545
	10		37 447
I	1	35 041	
	2	35 664	
	3	35 664	
	4	36 268	
	5	37 351	

- Legal adviser (MCSC) (former employee)

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	THEORETICAL STEP FOR INTEGRATION PURPOSES (\$)
III	1	25 473	25 473
	2	27 349	27 349
	3	29 190	29 190
	4	31 029	31 029
	5	32 865	32 865
II	1	33 373	33 373
	2	35 318	35 318
	3	37 240	37 240
	4	39 165	39 165
	5	41 120	41 120
	6	42 414	42 414
	7	44 416	44 416
	8	46 440	46 440
	9	48 503	48 503
	10	50 585	50 585
	11		51 834
	12		53 114
I	1	50 585	
	2	52 831	

Legal Adviser (MCSC) (new employee)

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	THEORETICAL STEP FOR INTEGRATION PURPOSES (\$)
III	1	24 385	24 385
	2	25 356	25 356
	3	26 376	26 376
	4	27 460	27 460
	5	28 567	28 567
	6	29 744	29 744
	7	30 970	30 970
II	1	32 849	32 849
	2	34 091	34 091
	3	35 383	35 383
	4	36 723	36 723
	5	38 128	38 128
	6	39 588	39 588
	7	41 128	41 128
	8	42 066	42 066
	9		43 105
	10		44 169
I	1	41 981	
	2	42 066	
	3	42 910	
	4	44 558	
	5	46 319	
	6	48 148	

- Project Head (MCSC)

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	THEORETICAL STEP FOR INTEGRATION PURPOSES (\$)
III	1	23 706	23 706
	2	24 585	24 585
	3	25 503	25 503
	4	26 477	26 477
	5	27 469	27 469
	6	28 494	28 494
	7	29 594	29 594
II	1	31 261	31 261
	2	32 459	32 459
	3	33 711	33 711
	4	35 014	35 014
	5	36 363	36 363
	6	37 775	37 775
	7	39 250	39 250
	8	40 808	40 808
	9		41 816
	10		42 848
I	1	40 565	
	2	40 808	
	3	40 808	
	4	41 730	
	5	43 150	
	6	44 610	

- Protection Officer (MCSC)
- Administration Officer (MCSC)
- Planning Officer (MCSC)
- Personnel Officer (MCSC)

CLASS	STEPS	RATES 1986-01-01 to 1986-12-31 (\$)	THEORETICAL STEP FOR INTEGRATION PURPOSES (\$)
III	1	22 786	22 786
	2	23 439	23 439
	3	24 087	24 087
	4	24 777	24 777
	5	25 464	25 464
	6	26 197	26 197
	7	26 949	26 949
II	1	28 093	28 093
	2	29 193	29 193
	3	30 322	30 322
	4	31 510	31 510
	5	32 752	32 752
	6	34 054	34 054
	7	35 397	35 397
	8	36 807	36 807
	9		37 716
	10		38 647
I	1	36 679	
	2	36 807	
	3	37 012	
	4	38 187	

APPENDIX III

INTEGRATION INTO THE NEW SALARY STRUCTURE

ON THE DATE OF THE SIGNING OF THE COLLECTIVE AGREEMENT

All employment groups except Legal Adviser (MCSC) (former employee)

CLASS	STEPS	INTEGRATION STEPS ON THE DATE OF THE SIGNATURE
III	1	1
	2	2
	3	3
	4	4
	5	5
	6	6
	7	7
II	1	8
	2	9
	3	10
	4	11
	5	12
	6	13
	7	14
	8	15
	9	16
	10	17

- Legal Adviser (MCSC) (former employee)

CLASS	STEPS	INTEGRATION STEPS ON THE DATE OF THE SIGNATURE
III	1	1
	2	2
	3	3
	4	4
	5	5
II	1	6
	2	7
	3	8
	4	9
	5	10
	6	11
	7	12
	8	13
	9	14
	10	15
	11	16
	12	17

APPENDIX A

CONTRACT OF ENGAGEMENT

The _____ with its
(name of school board)

head office at _____ engages the services of:

NAME: _____

ADDRESS: _____

SOCIAL INSURANCE NUMBER: _____ TEL.: _____

1. Status of professional:

- a) regular
- covered by a grant
- supernumerary
- substitute person replaced: _____

- b) full-time part-time

2. For the regular professional, indicate the number of hours of the work-week: _____

3. For a substitute professional, a supernumerary professional or a professional covered by a grant, indicate the duration of the contract:

4. Date of entry into service at the board: _____

5. Date of entry into service at the board as a professional: _____

APPENDIX A (cont'd)

6. Classification, placement and salary upon engagement:

Employment group: _____

Step: _____ Annual salary: _____

7. Group contract:

The professional acknowledges having received a copy of the collective agreement in effect concluded between the board and the union and has read it. The contracting parties declare to submit the provisions of this contract to the provisions of the said collective agreement.

8. Special provisions:

SIGNED AT _____, on _____ 19__

For the board

Professional

APPENDIX B

MOVING EXPENSES

Article 1. The provisions of this appendix aim to determine that to which the professional, who can benefit from a reimbursement of his moving costs, is entitled as moving expenses.

Article 2. Moving expenses shall not be applicable to the professional unless the Regional Placement Bureau accepts that the relocation of the said professional necessitates his moving.

However, moving shall be deemed necessary if it takes place and if the distance between the professional's new place of work and his former domicile is greater than sixty-five (65) kilometres.

TRANSPORTATION COSTS OF FURNITURE AND PERSONAL EFFECTS

Article 3. The board shall reimburse, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the professional concerned, including the packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home on the condition that he provide, in advance, at least two (2) detailed quotations of the costs to be incurred.

Article 4. However, the board shall not pay the cost of transporting the professional's personal vehicle unless the location of his new domicile is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc. shall not be reimbursed by the board.

STORAGE

Article 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 reimburse the costs of storing the professional's furniture and personal effects and those of his dependents, for a period not exceeding two (2) months.

APPENDIX B (cont'd)

CONCOMITANT MOVING EXPENSES

Article 6. The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any transferred professional with a dependent* or of two hundred dollars (\$200) to a transferred professional who is a single in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the said professional is assigned to a location where complete facilities are placed at his disposal by the board.

Nevertheless, the seven hundred and fifty dollar (\$750) moving allowance payable to the transferred professional with a dependent* shall also be payable to the single professional who maintains a dwelling.

COMPENSATION FOR LEASE

Article 7. The professional referred to in article 1 shall also be entitled, if need be, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one month's rent. If there is a lease, the board shall indemnify the professional who must terminate his lease and for which the landlord demands compensation to a maximum period of three (3) months' rent. In both cases, the professional must attest that the landlord's request is well-founded and must present supporting vouchers.

Article 8. If the professional chooses to sublet his dwelling himself, reasonable costs for advertising the sublease shall be assumed by the board.

REIMBURSEMENT OF EXPENSES INHERENT TO THE SALE OR PURCHASE OF A HOUSE

Article 9. The board shall reimburse, relative to the sale of the principal house-residence of the relocated professional, the following expenses:

* As defined in clause 5-10.02.

APPENDIX B (cont'd)

- a) the real estate agent's fees, upon presentation of:
 - the contract with the real estate agent immediately after its passing;
 - the sales contract;
 - the bill of the agent's fees;
- b) the cost of notarized deeds chargeable to the professional for the purchase of a house for the purpose of residence at his posting on the condition that the professional is already the proprietor of his house at the time of his transfer and that the said house is sold;
- c) the penalty for breach of mortgage, if need be;
- d) the proprietor's transfer, if need be.

Article 10.

When the house of the relocated professional, although it has been put up for sale at a reasonable price, is not sold at the time when the professional 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) the municipal and school taxes;
- b) the interest on the mortgage;
- c) the cost of the insurance premium.

Article 11.

In the case where a relocated professional chooses not to sell his principal house-residence, he may benefit from the provisions of this article in order to avoid a double financial burden to the professional-owner due to the fact that his principal residence is not rented at the time when he must assume new obligations to dwell in the area of his posting. The board shall pay him, for the period during which his house is not rented, the amount of his new rent, up to a period of three (3) months, upon presentation of the lease. Moreover, the board shall reimburse him for the reasonable costs of advertisement and the cost of no more than two (2) trips incurred for the renting of his house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.

APPENDIX B (cont'd)

ACCOMMODATION EXPENSES

- Article 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 professional for the accommodation expenses for him and his family, in accordance with the regulation concerning travel expenses in effect at the board, usually for a period not exceeding two (2) weeks.
- Article 13. If the move is delayed, with the authorization of the board or if the family of the married professional is not relocated immediately, the board shall assume the professional's transportation costs up to five hundred (500) kilometres to visit his family every two (2) weeks if the distance to be covered is equal to or less than five hundred (500) kilometres, return trip, and once a month if the distance to be covered exceeds five hundred (500) kilometres, return trip, up to a maximum of sixteen hundred (1600) kilometres.
- Article 14. The reimbursement of moving expenses provided for in this appendix shall be made within sixty (60) days of the professional's presentation of the supporting vouchers to the board that engages him.

APPENDIX C
GRIEVANCE FORM

Grievance no: _____

Date of submission of grievance: _____

UNION
Name: _____
Address: _____
Telephone: _____

BOARD
Name: _____
Address: _____
Telephone: _____

TYPE OF GRIEVANCE	
Individual <input type="checkbox"/>	Professional(s) concerned _____
Collective <input type="checkbox"/>	_____
Lodged by: Professional: <input type="checkbox"/>	_____
Union: <input type="checkbox"/>	_____
Classification (employment group) <input type="checkbox"/>	_____
Interpretation <input type="checkbox"/>	_____
Article(s) and clause(s) involved _____	_____
_____	_____
_____	_____

Facts giving rise to the grievance: _____

Corrective measure sought: _____

Compensation requested (where applicable): _____

Signature: _____
Title: _____

APPENDIX D

SUMMARY ARBITRATION

For the purposes of applying paragraph d) of clause 9-2.07, the parties agree as follows:

shall be referred to summary arbitration within the framework of article 9-3.00:

a) any grievance concerning one of the following articles or chapters:

chapter: 3-0.00;

articles: 5-16.00, 5-17.00, 5-18.00, 8-4.00 and 8-6.00;

b) any individual grievance concerning a salary cut the amount of which is equivalent to four (4) days of salary or less;

c) any grievance which the parties (board and union) explicitly agree to refer to summary arbitration within the framework of article 9-3.00. In such case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be sent to the records office along with the arbitration notice provided for in clause 9-2.02.

APPENDIX B

REVISION OF SENIORITY

For the professionals in the employ of a school board on the date of the coming into force of this agreement, the parties at the national level agree to the following terms:

- a) no later than June 1, 1987, the union shall inform the board of the surname and first name of the professional(s) who, before their appointment in this capacity, were a member of the senior staff, a school principal, a vice-principal or a support staff employee with the board and, where applicable, with any other board within the jurisdictional territory of the regional board;
- b) the board shall recalculate before October 31, 1987 the seniority of the professionals whose names were submitted under the preceding paragraph a) according to the definition of seniority found in clause 5-7.02;
- c) this revision shall be subject to the provisions of clause 5-7.04.

APPENDIX F

LEAVE WITH DEFERRED SALARY

Article 1 The tenured professional not on availability who so requests may benefit from a leave with deferred salary for a duration of six (6) months or of twelve (12) months.

The granting of such a leave shall be the exclusive responsibility of the board; however, in the case of refusal, if the professional so requests, the board shall provide him with the reasons for its refusal.

Notwithstanding the foregoing, the board cannot refuse a request if the leave permits the utilization of a professional on availability.

Article 2 This leave shall be subject to the provisions provided for hereinafter in this appendix.

Article 3 The board and the professional may agree in writing on a contract for a duration of two (2), three (3), four (4) or five (5) years.

Article 4 The leave with deferred salary for a duration of twelve (12) months must coincide with a school year and that of a duration of six (6) months must coincide with a period beginning on July 1 and ending on December 31 or a period beginning on January 1 and ending on June 30. However, the board and the professional may stipulate in the contract a leave of a duration of six (6) or twelve (12) continuous months taken at a period other than that provided for in this paragraph.

Article 5 For the duration of the contract, except during the period of the leave with deferred salary, the workload of the professional shall remain the same as that required before the beginning of the contract.

APPENDIX F (cont'd)

- Article 6** Upon his return, the professional shall be reinstated in the position he held at the time of his departure on a leave or another position to which he is reassigned or transferred, the foregoing subject to the other provisions of this agreement.
- Article 7** The contract concluded between the professional and the board shall remain in force for the duration stipulated therein and shall remain subject to the arbitration procedure in accordance with the provisions of Chapter 9-0.00, notwithstanding the expiry of this agreement.
- Article 8** The contract must comply with the form provided for hereinafter, which shall be part of this appendix.
- Article 9** Should the provisions be incompatible with the other provisions of the agreement, the provisions of this appendix shall prevail.

APPENDIX F (cont'd)

LEAVE WITH DEFERRED SALARY

CONTRACT CONCLUDED

BETWEEN

_____ SCHOOL BOARD

hereinafter called the board

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

hereinafter called the professional

APPENDIX F (cont'd)

SUBJECT: LEAVE WITH DEFERRED SALARY

I Duration of Contract

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

II Duration of Leave with Deferred Salary

The duration of the leave shall be for six (6) or one (1) year,
that is, from _____ to _____.

III Salary

During each of the years referred to in this contract, the
professional shall receive _____% of the salary he would have
received by virtue of the applicable collective agreement.

The percentage of salary applicable according to the duration of
the contract shall be determined according to one or the other of
the following provisions:

a) A six (6)-month leave

- in the case of a two (2)-year contract: 75% of the salary;
- in the case of a three (3)-year contract: 83,34% of the salary;
- in the case of a four (4)-year contract: 87,5% of the salary;
- in the case of a five (5)-year contract: 90% of the salary;

b) A twelve (12)-month leave

- in the case of a two (2)-year contract: 50% of the salary;
- in the case of a three (3)-year contract: 66,33% of the salary;
- in the case of a four (4)-year contract: 75% of the salary;
- in the case of a five (5)-year contract: 80% of the salary;

APPENDIX F (cont'd)

IV Benefits

- A) During each of the years of the present contract, the professional shall benefit, insofar as he is normally entitled to it, to the following:
- life insurance plan;
 - health insurance plan, provided that he pay his share;
 - sick-leave days according to paragraph A) of clause 5-10.40 redeemed, where applicable, according to the percentage of the salary to which he is entitled under section III;
 - accumulation of seniority;
 - accumulation of experience.
- B) During the leave with deferred salary, the professional shall not be entitled to any of the premiums provided for in his collective agreement. During each of the other years of the present contract, he shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his salary by virtue of section III.
- C) For the purposes of vacation, each of the years of the contract shall constitute continuous service.

For each year of the contract during which the professional is at work, vacation shall be remunerated at the percentage of salary provided for in section III.

The year of the leave shall include the annual vacation to which the professional is entitled, it being understood that the annual vacation to which he is entitled after the contract has expired shall be remunerated at the salary rate applicable by virtue of the collective agreement.

- D) Each of the years referred to in the present contract shall count as a period of service for the purposes of the pension plans presently in force.
- E) During each of the years referred to in this contract, the professional shall be entitled to all the other benefits of his collective agreement which are compatible with the provisions of this contract and which he would have had if he had not signed this contract.

APPENDIX F (cont'd)

V Retirement, Withdrawal or Resignation of the Professional.

In the event of the retirement, withdrawal or resignation of the professional, the present contract shall expire on the date of such retirement, withdrawal or resignation under the conditions described hereinafter:

- a) the professional has already benefitted from the leave (salary paid in excess):

the professional shall reimburse* the board the amount received during the leave according to the percentages provided for in section XIII herein and this, without interest. These percentages must, however, be adjusted to take into account, where applicable, the exact period of the execution of the contract;

- b) the professional has not benefitted from the leave (salary not paid):

the board shall reimburse the professional, for the term of execution 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 the present contract and this, without interest;

- c) the leave is in progress:

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

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

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

APPENDIX F (cont'd)

VI Dismissal of the Professional

In the event of the dismissal of the professional, or the cancellation of the professional's engagement following a breach of contract, the present contract shall expire on the effective date of such dismissal or cancellation of engagement. The conditions provided for in paragraphs a), b) or c) of section V shall then apply.

VII Leave without Salary

During the term of this contract, the professional shall not be entitled to any leave without salary except those granted obligatorily by virtue of the applicable collective agreement. In this case, the present contract shall expire on the date of the beginning of the leave without salary.

The conditions provided for in paragraphs a), b) or c) of section V shall then apply.

The board and the professional may agree that the provisions of this section shall not apply in the case of a leave without salary the duration of which is five (5) working days or less.

VIII Non-re-engagement of the Professional

In the event that the professional is non-reengaged during the present contract, the latter shall expire on the date of the non-re-engagement. The conditions provided for in paragraphs a), b) or c) of section V shall then apply.

IX Placement on Availability of the Professional

In the case of the professional who is placed on availability, the present contract shall expire on the effective date of his placement on availability. The conditions provided for in paragraphs a), b) or c) of section V shall then apply. However, the board shall not make any monetary claim, if the professional is required to reimburse the board as a result of the application of the said section V.

APPENDIX F (cont'd)

The provisions of this section shall not apply in the case where the effective date of the placement on availability coincides with the beginning of the year of the leave, but only in the case where the leave is taken during the last year of the contract.

X Death of the Professional

In the event of the professional's death during the term of the present contract, the contract shall expire on the date of the professional's death and the conditions provided for in paragraphs a), b) or c) of section V shall then apply. However, the board shall not make any monetary claim, if the professional is required to reimburse the board as a result of the application of section V.

XI Disability

- A) The professional shall receive a percentage of the salary insurance benefit to which he is entitled by virtue of the applicable collective agreement equal to the percentage of salary he receives by virtue of section III of this contract.
- B) Disability develops before the leave is taken and still exists at the time when the leave begins.

In this case, the professional shall choose:

- a) to defer the leave to the school year which immediately follows that during which the disability ended or to another period agreed to between him and the board;
- b) to terminate this contract and thus receive the salary that has not been paid (paragraph b) of section V).
- C) The disability lasts for more than two (2) years.

At the end of the two (2)-year period, the present contract shall expire and the conditions provided for in paragraphs a), b) or c) of section V shall then apply. However, the board shall not make any monetary claim, if the professional is required to reimburse the board as a result of the application of section V.

APPENDIX F (cont'd)

XII Maternity Leave (20 weeks) and Leave for Adoption (10 weeks)

- A) The leave takes place during the leave with deferred salary.

The leave shall be interrupted for the duration of the maternity leave or leave for adoption provided for in the applicable collective agreement and shall be extended accordingly. During the interruption, the provisions of the collective agreement applicable to the maternity leave or leave for adoption shall apply.

- B) The leave takes place before and ends before the leave with deferred salary or takes place after the latter.

The contract shall be interrupted for the duration of the maternity leave or leave for adoption and shall be extended accordingly after its completion. During the interruption, the provisions of the collective agreement applicable to the maternity leave or leave for adoption shall apply.

- C) The leave takes place before the leave with deferred salary and continues at the time when the latter begins.

In this case, the professional shall choose:

- a) either to defer the leave with deferred salary to another school year or another period agreed to with the board;
- b) either to terminate this contract and thus receive the salary not paid (paragraph b) of section V).

XIII Reimbursement Schedule

- A) A six (6)-month leave

- a) For a two (2)-year contract:

- after six (6) months of implementation of the contract: 100% of the amount received;
- after one (1) year of implementation of the contract: 66,66% of the amount received.

APPENDIX F (cont'd)

b) For a three (3)-year contract:

- after six (6) months of implementation of the contract:
100% of the amount received;
- after one (1) year of implementation of the contract:
80% of the amount received;
- after two (2) years of implementation of the contract:
40% of the amount received.

c) For a four (4)-year contract:

- after six (6) months of implementation of the contract:
100% of the amount received;
- after one (1) year of implementation of the contract:
85,71% of the amount received;
- after two (2) years of implementation of the contract:
57,14% of the amount received;
- after three (3) years of implementation of the contract:
28,57% of the amount received.

d) For a five (5)-year contract:

- after six (6) months of implementation of the contract:
100% of the amount received;
- after one (1) year of implementation of the contract:
88,88% of the amount received;
- after two (2) years of implementation of the contract:
66,66% of the amount received;
- after three (3) years of implementation of the contract:
44,44% of the amount received;
- after four (4) years of implementation of the contract:
22,22% of the amount received.

APPENDIX F (cont'd)

B) A twelve (12)-month leave

a) For a two (2)-year contract:

after one (1) year of implementation of the contract: 100% of the amount received.

b) For a three (3)-year contract:

- after one (1) year of implementation of the contract: 100% of the amount received;

- after two (2) years of implementation of the contract: 50% of the amount received.

c) For a four (4)-year contract:

- after one (1) year of implementation of the contract: 100% of the amount received;

- after two (2) years of implementation of the contract: 66,66% of the amount received;

- after three (3) years of implementation of the contract: 33,33% of the amount received.

d) For a five (5)-year contract:

- after one (1) year of implementation of the contract: 100% of the amount received;

- after two (2) years of implementation of the contract: 75% of the amount received;

- after three (3) years of implementation of the contract: 50% of the amount received;

- after four (4) years of implementation of the contract: 25% of the amount received.

APPENDIX F (cont'd)

XIV This contract shall remain in force for the duration specified at the time of its conclusion, subject to the other provisions of this contract.

IN WITNESS WHEREOF, the parties signed in _____, this _____ day of the month of _____ 19____.

FOR THE SCHOOL BOARD

PROFESSIONAL

cc.: Union

APPENDIX G

SUPPLEMENTARY UNEMPLOYMENT BENEFITS PLAN

The government shall undertake to guarantee that, as of the date of the coming into force of this collective agreement, the professional may receive, during her maternity leave, the full or partial compensation payable by the board by virtue of Section 2 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 Benefits Plan.

Moreover, the parties shall meet to discuss any problem which could arise as a result of the following:

- a) if Employment and Immigration 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, Employment and Immigration Canada were to modify its requirements during the life of the collective agreement.

It shall be understood that such discussions shall not constitute a re-opening of the agreement.

APPENDIX H

FEMINIZATION OF TEXTS

The parties agree to the following regarding the feminization of the text of the 1986-1988 collective agreement.

- A) The official text within the meaning of the Labour Code is written in accordance with the current rules governing usage (masculine gender). For purposes of the interpretation and application of the collective agreement, this text shall be the only official one.
- B) Within thirty (30) days of the signing of the agreement, the parties at the national level shall meet to agree on a feminized administrative version of the text.

For the purposes of drafting this version, the parties agree to use the rules governing usage provided for in paragraph E) as a basis for discussion.

- C) The number of copies specified in clause 1-7.01 shall be distributed as follows:

- fifteen per cent (15%) of the total number of copies shall be printed in the official version (masculine gender);
- eighty-five per cent (85%) of the total number of copies shall be printed in the feminized administrative version.

- D) Within (6) months preceding the expiry of the collective agreement, the parties at the national level shall meet to examine the usage rules regarding the feminization of the texts which could apply to the next collective agreement to be negotiated by the parties.

- E) Règles d'écriture sur la féminisation des textes:

- a) lorsqu'il est question d'appellations d'emploi, de titres de fonction, de désignation de personne, on utilise la forme féminine d'abord et la forme masculine ensuite écrites en toutes lettres et ce, quelle que soit la place dans la phrase (sujet ou complément);

APPENDIX H (cont'd)

- b) lorsque de telles appellations sont des épïcènes (double genre grammatical), on écrit le mot précédé des déterminants féminin et masculin;
- c) parfois, pour aérer le texte, on utilise le terme générique pour nommer la catégorie de salariés;
- d) substituer au mot employeur (fonction), l'institution pour laquelle il agit;
- e) accorder les adjectifs, épithètes, attributs selon la règle grammaticale usuelle;
- f) quand, dans l'appellation d'emploi ou du titre de fonction, on a le même article, adjectif démonstratif, adjectif possessif bref, le même déterminant, on ne le répète pas sauf pour l'emploi de l'article élidé;
- g) quand le déterminant est différent, on l'écrit en le faisant suivre de la forme féminine et de la forme masculine;
- h) généralement, si on s'adresse à l'ensemble du groupe concerné (femmes et hommes) on sépare les deux (2) groupes par la conjonction "et";
- i) si on s'adresse indifféremment aux femmes et aux hommes, on sépare les deux (2) formes par la conjonction "ou";
- j) pour parer à toutes éventualités, recourir à une note explicative, en début de texte, pour signifier clairement que la forme masculine ou féminine non marquée précisément désigne aussi bien les femmes que les hommes.

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APPENDIX I

TRANSFER AND INTEGRATION NORMS

FOR JULY 1, 1987

1.00 **DEFINITIONS**

Unless the context indicates otherwise, for the purposes of applying this appendix, the words, terms and expressions which are defined hereinafter shall have the meaning and the application which are respectively assigned to them.

1.01 **Head Office**

A building or part of a building other than a school or an adult education centre.

1.02 **Adult Education Centre**

A building or part of a building where services are dispensed to adults.

1.03 **Existing School Board**

An actual school board existing on June 30, 1987.

1.04 **New School Board**

A school board which, on July 1, 1987, results from an amalgamation, annexation or restructuring.

1.05 **School**

A building or part of a building where instructional services are dispensed to pupils.

1.06 **Integration**

The assignment of a position to a professional in a new school board to which this professional shall be transferred.

1.07 **Regionalized Service**

A service dispensed in more than one school board but administered by one of them. A regionalized service existing on June 30, 1987 and which is maintained in its entirety shall, for the purposes of integration, be considered as a school situated in the territory of the new school board which assumes responsibility therefor, it being understood that, in this case, the place of work of the professional may be modified by the transfer and integration committee.

1.08 Transfer

Passage of a professional from an existing school board to a new school board.

2.00 FIELD OF APPLICATION

2.01 This appendix shall apply to professionals who are employees within the meaning of the Labour Code and covered by the certification issued to the union.

Notwithstanding any provision to the contrary, this appendix shall not apply to a professional engaged as of July 1, 1987.

2.02 Only the provisions in which they are expressly referred to shall apply to substitute professionals, supernumerary professionals and professionals covered by a grant.

3.00 COMMITTEE ON THE TRANSFER AND INTEGRATION OF PERSONNEL

3.01 No later than March 1, 1987, a committee shall be formed of representatives, appointed by resolution, of each of the existing school boards which will be part of a new school board.

3.02 A copy of the resolutions shall be sent to the unions concerned as soon as possible.

3.03 The committee's mandate shall be to ensure that the operations related to the transfer and integration of personnel of the school boards concerned on July 1, 1987 are carried out.

3.04 The decisions of the committee shall bind the existing school boards and the new school board.

4.00 INFORMATION

4.01 No later than March 1, 1987, the existing school board shall complete an information card for each professional (regular, supernumerary or substitute) who was in its employ during the 1986-1987 school year.

Such individual card shall be forwarded to the professional and to the union and shall include the following information:

- a) the surname and given name;
- b) the home address and telephone number;

4.01
(cont'd)

- c) the social insurance number;
- d) the employment group and, where applicable, the sector of activities;
- e) the department to which the professional belongs;
- f) the classification (class and step);
- g) the salary;
- h) the date of entry into service at the board;
- i) the date of entry into service as a professional at the board;
- j) the seniority according to the list in effect;
- k) the status of engagement; if it involves a substitute professional, the duration of the substitution and the name of the professional replaced;
- l) whether the professional is on availability or not;
- m) if he is on an authorized leave or not as well as the nature of the leave, where applicable;
- n) the name, address and code of the building where his principal place of work is situated;
- o) the name, address and code of the other locations where he performs his duties and the percentage of time spent therein;
- p) the number of hours in his regular workweek;
- q) the statement of sick-leave days to his credit on June 30 1986.

Except for paragraph q), any modification to the individual cards shall be transmitted in the same manner as soon as possible.

4.02

No later than March 15, 1987, the existing school board shall forward to the union concerned the following information:

- a) the number of non-working days with pay to which a professional is entitled in the existing school board by virtue of the collective agreement;
- b) the travel expense policy in effect in the existing school board.

4.03

No later than May 30, 1987, the transfer and integration committee shall forward to the new school board concerned the files of the professionals referred to in clause 4.01.

4.04

The seniority list shall be drawn up by employment group, certification and, where applicable, by sector of activities. It shall include the names of all professionals in the territories concerned and their seniority expressed in years, months and days.

No later than March 1, 1987, a copy of this list shall be forwarded to the union in the territory concerned.

4.05 No later than May 30, 1987, the transfer and integration committee shall inform in writing each professional of his employer on July 1, 1987. At the same time, it shall forward the following information:

- a) the employment group to which he belongs and the sector of activities, where applicable;
- b) his principal place of work, as well as the other locations where he performs his duties and the percentage of time spent therein, where applicable;
- c) the department to which he belongs;
- d) the identification of his immediate superior;
- e) the number of hours in his regular workweek;
- f) the nonexhaustive list of his duties, if there is a change.

A copy of this information shall also be sent to the union.

4.06 No later than March 31, 1987, the union group at the national level shall receive from the management group at the national level, for each territory affected by an amalgamation, annexation or restructuring, effective on July 1, 1987, the following information:

- the name of the existing school boards;
- the name of the certified unions;
- the name of the professionals covered by each certification.

4.07 No later than March 31, 1987, the union group at the national level shall also receive from the management group at the national level, for each territory affected by an amalgamation, annexation or restructuring, the union map according to the new boundaries foreseen on the basis of the following information:

- the identification (name or number) of the new school board;
- the name of the existing school boards affected by the new boundaries;
- the name of each union affected by the new boundaries.

Moreover, any change to these three (3) elements shall also be transmitted in the same manner as soon as possible.

4.08 No later than March 1, 1987, each union in an existing school board shall obtain from the latter the name of the regionalized services as well as the regionalized services that are to be maintained or established for the 1987-1988 school year.

4.09 No later than March 1, 1987, each union in an existing school board shall obtain from the latter a notice indicating the intention of amalgamation, annexation or restructuring on July 1, 1987, the territory foreseen and the distribution of the existing school clientele according to this territory.

5.00 STAFFING PLAN

5.01 No later than March 15, 1987, for the purposes of consultation, the transfer and integration committee shall submit to the unions in its territory a proposed staffing plan for each new school board.

5.02 The staffing plan shall also include for each of the professional positions the following information:

- the title of the employment group;
- the sector of activities, where applicable;*
- the department to which he belongs;
- the principal place of work;
- the other locations where he performs his duties and the percentage of time spent therein;
- the number of regular weekly working hours.

5.03 No later than April 15, 1987, the transfer and integration committee shall adopt and forward the applicable staffing plans to the unions in the territory.

5.04 The staffing plans shall be prepared according to the following criteria:

- a) the determination of a number of positions such that a regular professional who holds a position on June 30, 1987 shall be granted a position in his employment group;
- b) each professional on availability shall be assigned duties compatible with his qualifications or experience.

* If the position of education consultant includes more than one sector of activities, the staffing plan shall indicate, if need be, the principal sector of activities.

- 5.05 If the new school board intends to modify between July 1, 1987 and December 31, 1987 a position provided for in the staffing plan, it shall consult the union beforehand. Such consultation cannot take place during the months of July and August following the integration unless there is an agreement to the contrary between the parties.
- 5.06 Should a position fall vacant following the adoption of the staffing plans, the transfer and integration committee shall inform the union of any change.
- 5.07 At the time of the consultation provided for the staffing plans, the union may make representations on whether it would be opportune to open positions which meet the needs of the new school board for the professionals on availability.

6.00 **INTEGRATION**

6.01 The professional on an authorized leave shall be integrated in the same manner as if he were in service.

6.02 **For the schools, adult education centres and regionalized services:**

- A) The professional who performs his duties in the territory of one new school board only shall be integrated into his former position with the new school board.
- B) The professional who works in the territory of more than one new school board and for whom sixty per cent (60%) or more of his regular working hours are carried out in the territory of a new school board shall be integrated into his former position with this new school board. For the difference in hours, his position shall be completed in his employment group in one or more places of work situated within the territory of this board. The transfer and integration committee shall try to limit the travelling between the various places of work.
- C) The professional who works in the territory of more than one new school board and who carries out less than sixty per cent (60%) of his regular working hours in the territory of a new school board shall be integrated according to the rules provided for in clause 6.03 for the head offices.

6.03 For the head offices .

- A) The transfer and integration committee shall draw up a single seniority list by employment group of professionals of all existing school boards in its territory.
- B) Between April 15 and April 30, 1987, the professionals registered on this list shall choose, in order of seniority, a position to be filled in their employment group with the same number of working hours as their former position from among the positions in the staffing plans concerned and for which they meet the requirements. This choice shall be exercised first in the same sector of activities in which the professional worked, if such is the case. For the purposes of integration, the professional shall be deemed qualified for the positions of his employment group; if the employment group includes several sectors of activities, the professional shall be deemed qualified for the positions of his employment group only of the sector of activities in which he works.

However, for a position of education consultant including more than one sector of activities, the professional shall be deemed qualified for this position if he meets one or the other of the following requirements:

- he has completed at least one (1) year of experience as a teacher or professional in each sector of activities concerned and this, during the last five (5) years;
 - he has an undergraduate degree in each of the sectors of activities concerned.
- C) Failure on the part of the professional to exercise his choice in accordance with the preceding paragraph, the transfer and integration committee, after having informed the union which represents him, shall proceed with the integration of the professional into a position in his employment group included in the staffing plan.
 - D) If the transfer and integration committee feels that the professional does not meet the requirements of the position, it shall indicate its reason in writing to the professional and to the union. In such a case, the professional shall choose another position in accordance with paragraph B) of this clause.

6.04 The substitute professional whose contract expires after June 30, 1987 shall be transferred to the position assigned to the professional he replaces and this, for the duration of his contract.

6.05 The supernumerary professional or the professional covered by a grant whose contract of engagement in an existing school board expires at a date which is after the integration shall be integrated into a new school board situated in the territory until the expiry of his contract.

6.06 In the case where the integration takes place at more than fifty (50) kilometres from his domicile and at more than fifty (50) kilometres from his principal place of work, by the shortest passable public road, the new school board must obtain the consent of the professional.

6.07 The professional who consents by virtue of clause 6.06 shall be entitled, under the conditions mentioned therein, to the benefits provided for in clause 5-8.12 of the collective agreement.

7.00 TRANSFER

7.01 The transfer plan of the professionals covered by this appendix shall come into effect on July 1, 1987.

7.02 The transfer and integration committee shall forward to the union a copy of the transfer plans including the following information:

- a) the name of each professional (including those on availability) for each school, adult education centre and any other establishment of the new school board; this information shall be established by employment group and by department;
- b) the seniority of the professional according to the list in effect;
- c) the name of the school board of origin;
- d) the name of the union to which he belongs;
- e) the name of the new school board.

The professional shall receive a copy of the transfer plan which concerns him.

7.03 The professional shall be transferred to the new school board where the position to which he has been assigned is located.

7.04 The transfer and integration committee shall determine with each new school board the duties to be assigned to the professionals on availability.

7.04 (cont'd) Between April 15 and April 30, 1987, the professionals on availability shall choose in order of seniority the new school board where they wish to perform their duties according to the duties identified by the transfer and integration committee.

Failure on the part of the professional to exercise his choice, the transfer and integration committee shall, after having informed the union which represents him, proceed with his transfer.

7.05 With the consent of the new school boards concerned, two (2) professionals in the employ of two (2) new school boards may, between July 1 and August 31, 1987, substitute one another provided that these new school boards be situated in whole or in part in the territory of the school board from where they originate.

This clause shall also apply between July 1, 1988 and August 31, 1988.

7.06 The professional on availability who, by virtue of this article, accepts a transfer at a distance of more than fifty (50) kilometres from his domicile and of more than fifty (50) kilometres from his principal place of work by the shortest passable public road shall be entitled, under the conditions mentioned therein, to the benefits provided for in clause 5-8.12 of the collective agreement.

In such a case, the professional on availability who is offered an amount equivalent to the relocation premium provided for in clause 5-6.22 of the collective agreement and who accepts it, shall no longer be entitled to this premium in the event of a subsequent relocation. If he accepts this amount, the principal place of work provided in clause 5-6.08 of the collective agreement becomes that where the professional will perform his duties principally and customarily unless the board, the union and the professional agree otherwise in writing.

7.07 The professional on availability who is not offered the amount provided for in the second paragraph of clause 7.06 or who has refused it as well as the professional on availability who, by virtue of this article, is transferred at a distance which is less than fifty (50) kilometres by the shortest passable public road shall maintain his principal place of work for the purposes of relocation, unless the board, the union and the professional agree otherwise in writing.

8.00 PROFESSIONAL IMPROVEMENT SYSTEM

8.01 The obligations contracted by the existing school board within the framework of Chapter 7-0.00 of the collective agreement and which apply after June 30, 1987 shall be maintained in the new school board.

8.02 Each existing school board shall also distribute among the full-time regular professionals the residual amounts not used and which are found in its professional improvement budget.

On June 30, 1987, this amount shall be transferred to the professional improvement budget of the new school board where he is integrated.

9.00 SETTLEMENT OF GRIEVANCES OF THE EXISTING SCHOOL BOARD

9.01 Any grievance submitted in an existing school board already referred to arbitration before July 1, 1987 and whose outcome has not been settled permanently shall be transferred, for all legal purposes, to the new school board designated by the transfer and integration committee. The same shall apply to any arbitration decision to be concluded after June 30, 1987.

9.02 In the event of disagreement on the designation of the school board, the union may meet with the members of the transfer and integration committee and make the necessary representations. The transfer and integration committee shall inform the union of its decision.

9.03 Any grievance which legally arose before July 1, 1987 and which has not yet been submitted or referred to arbitration before this date may be validly submitted to the new school board. Once the grievance is referred to arbitration, the transfer and integration committee may designate another new school board bound by this grievance; in which case clause 9.02 shall apply. The time limits prescribed in which to submit the grievance and to refer it to arbitration shall be computed regardless of the amalgamation, annexation or restructuring.

9.04 As regards the hearing of the grievance, the professional and the union shall have the same rights as if the arbitration involved the existing school board.

10.00 SPECIAL RECOURSES

10.01 In order to settle as soon as possible any problem regarding the interpretation or application of this appendix, the school board

10.01 and the union agree to comply with the following procedure:
(cont'd)

- a) any problem shall be referred by the school board or the union to a parity committee comprised of one (1) representative appointed by the ministère de l'Éducation, one (1) representative appointed by the Fédération des commissions scolaires catholiques du Québec and two (2) representatives appointed by the Centrale.

This committee's mandate shall be to facilitate the settlement of any disagreement;

- b) the fact that the procedure provided for in paragraph a) has not been followed cannot have the effect of preventing the creation or rejection of a grievance.

10.02 Every grievance dealing with the application of this entente must be entered on the arbitration roll as a priority over any other case. The arbitrator assisted, where applicable, by assessors must hear it and render a decision as a priority over any other. However, the decision may be limited to a brief description of the dispute and to a summary description of the reasons for its conclusion.

11.00 LOCAL ARRANGEMENTS

11.01 No later than April 1, 1987, by means of a local arrangement within the meaning of article 9-4.00 of the 1983-1985 collective agreement or, where applicable, of article 9-6.00 of the collective agreement, the following may be the subject of local arrangements between the board and the union:

- a) the terms and conditions of integration provided for in clauses 6.02 and 6.03;
- b) the criteria according to which professionals could exercise their choice by virtue of clause 6.03;
- c) the distribution of the residual professional improvement amounts provided for in clause 8.02;
- d) the regrouping and operation of the consultation committees provided for in the applicable collective agreement;
- e) the nature and transmission of information and data provided for in this agreement;

11.01 (cont'd) f) the harmonization of norms provided for in the chapter on travel expenses;

g) the harmonization of the process to fill vacant positions.

11.02 The parties may agree in writing to modify the time limit provided for in clause 11.01.

12.00 GENERAL PROVISIONS

12.01 The name of the professional who is non-reengaged because of surplus and who benefits from a priority of employment beyond July 1, 1987 to his existing school board shall be referred to the new school boards situated in whole or in part in the territory of the existing school board.

12.02 An authorized leave by virtue of the collective agreement and the conclusion of which is after June 30, 1987 shall bind, under the same conditions, the new school board.

12.03 The rights and benefits provided for in the collective agreement shall apply, unless they are incompatible with those of this appendix.

12.04 After consulting the union on the designation of the school board, the transfer and integration committee shall forward, no later than June 30, 1987, to the new school board concerned, the existing files of substitute professionals and supernumerary professionals who were in the employ of an existing school board during the 1985-1986 school year.

Moreover, on this same date, a list of such professionals along with their name, address and employment group shall be forwarded to the new school boards situated in the territory of the regional school board.

12.05 For the substitute professionals, the supernumerary professionals or the professionals covered by a grant referred to in this appendix, the new school board and the union may agree in writing on norms concerning work opportunities comparable to those which it would have had had the amalgamation, annexation or restructuring not taken place.

12.06 The new school board and the union shall agree to take the necessary measures with the appropriate authorities to promote the issue of a pastoral mandate to the regular professional who has one and whose pastoral mandate would be without effect taking into account his transfer to the new territory.

12.06 (cont'd) Moreover, the professional shall cooperate when required in order to facilitate such a measure.

12.07 The new school board shall consult the union before any decision to grant a subcontract or to modify the nature of a subcontract.

12.08 In the event of the dissolution of a service which remained regionalized on July 1, 1987, the new school board shall consult the union on the transfer procedures which shall apply to the professional affected by such dissolution.

12.09 A placement on availability or a non-re-engagement because of surplus of a regular professional cannot come into effect between July 1, 1987 and June 30, 1989. However, this guarantee cannot prevent the new school board from making any decision, during this period, with regard to the placement on availability or non-re-engagement of regular professionals because of surplus as of July 1, 1989.

12.10 As of July 1, 1987, once the amalgamation, annexation or restructuring and the transfer are carried out, the professional who was required to change municipal territory shall benefit from the right to reintegrate his municipal territory of origin in a vacant position in his employment group if he meets the requirements of the position to be filled even if his return to his municipal territory of origin involves a change of a new school board. In this case, he shall be deemed as never having left his school board of origin.

For the purposes of applying clause 5-9.02, the right granted in the preceding paragraph shall be exercised following the application of paragraph a) of this clause. In order to benefit from a right to return to his municipal territory of origin, the employee must have submitted a written request to the school board before September 30, 1987. This right to return shall be valid until December 31, 1989.

12.11 **Partial Integration**

In the event of a partial integration, the special agreement containing the transfer and integration norms applicable to this case shall be negotiated between the Centrale and the CPNCC; however, the parties may agree to refer the negotiation of these norms to the local parties.

As a result of the application of the preceding paragraph, in the case of the withdrawal of the Commission scolaire du Haut-St-Maurice from the régionale de la Mauricie, the CEQ and the CPNCC shall negotiate the norms applicable to these two (2) school boards and to the professionals concerned; the agreement concluded by virtue of this paragraph shall be annexed hereto.

12.12

This appendix shall be deemed in effect as of December 17, 1985 and shall be part of the collective agreement in the same manner and under the same conditions as an amendment provided for in clause 9-5.03 of the applicable collective agreement, except that it remains in effect until December 31, 1989.

IN WITNESS WHEREOF, the parties have signed in Québec on this 5th day of the month of March 1987.

FOR THE MANAGEMENT NEGOTIATING
COMMITTEE FOR THE SCHOOL BOARDS
FOR CATHOLICS

FOR THE CENTRALE DE L'ENSEIGNEMENT
DU QUÉBEC

(signed) Roger Carette
Roger Carette, President

(signed) Pierre Tellier
Pierre Tellier, President
FSPPCSQ

(signed) Michel Bergeron
Michel Bergeron, Vice-president

(signed) Yves Lanctôt
Yves Lanctôt, Vice-president
FSPPCSQ

(signed) Michèle Gariépy-Gaucher
Michèle Gariépy-Gaucher

(signed) Jean Bouliane
Jean Bouliane, Coordinator

(signed) Gilles Pouliot
Gilles Pouliot

(signed) Diane Bérubé
Diane Bérubé, Spokesperson

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

FOR THE SCHOOL BOARD

FOR THE UNION

N.B. The union group at the national level shall be responsible for filing
the agreement with the Labour Commissioner-general's office.

LETTER OF AGREEMENT NO.1

(NONARBITRABLE)

The parties agree to form a working committee comprised of four (4) members (two (2) management representatives and two (2) union representatives) mandated to study the following dossiers as a priority and in the order prescribed:

- 1) Study the problem cases submitted by the union group to the committee, as regards the application of the former collective agreements concerning the definition of "point of departure" for Fermont and du Littoral.
- 2) Study the situation of employees of the lower North Shore and Fermont concerning the provision of food, lodging and outings.
- 3) Report to the parties on points 1, 2 and 5.
- 4) a) Agree on an analytical grid which permits the evaluation of each of the localities presently referred to in the article on regional disparities. This evaluation shall determine which localities belong to one of the five (5) existing sectors: it shall take elements such as the following into account:
 - nature of services available on location;
 - remoteness;
 - accessibility;
 - local food sources;
 - weather conditions;
 - quality of services;
 - services not available - cost of services.
- b) Proceed first with the evaluation of NEMASKA and UMIUJAK.
- c) The union and management groups agree to make the results of the evaluation of the localities of NEMASKA and UMIUJAK retroactive to the date of the coming into force of the agreement.

Letter of Agreement no.1 (cont'd)

- 5) Study the relevance of maintaining the retention premiums for the school municipalities of Sept-Iles (including Clarke City) and Port-Cartier for the professionals engaged after December 31, 1988.
- 6) Insofar as there is an agreement within the committee, to follow up this agreement concerning section 1 of this letter of agreement.

The government shall assume the committee's secretarial costs as well as the costs of the union releases including the remoteness and isolation premiums of the union representatives who are members of the committee.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of May 1987.

(signed) Jean-Guy Villeneuve
Management group

(signed) Jean-Pierre Auger
Union group

LETTER OF AGREEMENT NO.2

(NONARBITRABLE)

TAX SYSTEM REGARDING BENEFITS RELATED TO
REGIONAL DISPARITIES

The parties agree to meet and discuss amendments which could be made to the benefits under the article on regional disparities if the rules governing the taxation of these benefits were changed substantially by the competent authorities.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of May 1987.

(signed) Jean-Guy Villeneuve
Management group

(signed) Jean-Pierre Auger
Union group

LETTER OF AGREEMENT NO.3

(NONARBITRABLE)

PAYMENT OF SALARY OF PROFESSIONALS

The parties at the national level agree to form, as quickly as possible, a working committee composed of the Ministère, the FCSCQ and the Fédération des cégeps on one hand, and the Centrale, on the other hand. This committee's mandate shall be to study the problems which may arise concerning the application of the 1/260 and 1/1820 in the payment of the salary of the professionals and to communicate to the negotiating sectorial parties the appropriate solutions to be integrated into the appropriate collective agreements.

The committee shall be composed of three (3) representatives of the union group and of three (3) representatives of the management group.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of May 1987.

(signed) Jean-Guy Villeneuve
Management group

(signed) Jean-Pierre Auger
Union group

LETTER OF AGREEMENT NO.4

(NONARBITRABLE)

STUDY OF THE COMPARABILITY OF SALARIES OF THE EMPLOYMENT GROUPS
OF THE CATEGORY OF PROFESSIONALS OF SCHOOL BOARDS AND COLLEGES

1) The parties agree to form at the national level within thirty (30) days of the signing of the collective agreement a working committee composed of the Ministère, the FCSCQ and the Fédération des cégeps on one hand, and the Centrale, on the other hand. This committee shall be composed of six (6) members, three (3) of whom are designated by the management group and three (3) by the Centrale.

2) The parties agree to designate an outside person to act as chairman. The latter shall ensure that the committee carries out its mandate.

In particular, he shall convene and chair the meetings, promote exchanges between the members and shall advise the latter, if need be, in carrying out their mandate.

The fees and expenses of the chairman shall be assumed in equal parts by each of the parties.

3) Two (2) of the professionals who are members of the committee shall be released from their work until such time as the committee submits its report. These releases shall be the responsibility of the employer.

4) In order to verify if the salaries of certain employment groups are equal for equal work, the committee's mandate shall be:

- to study the existing salary comparisons between the employment groups of professionals of school boards or of colleges;
- to establish the relative value of positions which are useful for this study. To this effect, the committee shall agree on a method of comparison, of the sampling of positions and of all other elements necessary for the determination of the relative value of positions;
- to present to the parties its findings concerning the relative value of the positions selected and, where applicable, the different possible solutions for the problems observed.

Letter of Agreement no.4 (cont'd)

To this end, the committee may decide to resort to experts from the outside and to have the research carried out which it deemed useful in its work.

- 5) The committee shall meet whenever required at the request of one of the members or of the chairman. It shall adopt the rules of procedure that it deems useful for its smooth operation. Any notice of meeting shall include an agenda, and a report of each meeting shall be forwarded to the members.
- 6) The committee shall have twelve (12) months after it is formed in which to submit its report to the parties at the national level. The report of the committee must contain a summary of the position of the members on the elements of the mandate as well as their conclusions and recommendations.
- 7) Within sixty (60) days that follow, the parties shall meet to study the conclusions of the committee's report. They may begin negotiations as regards measures which could be taken during the life of the agreement.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of May 1987.

(signed) Jean-Guy Villeneuve
Management group

(signed) Jean-Pierre Auger
Union group

LETTER OF AGREEMENT NO.5

(NONARBITRABLE)

MAINTENANCE OF PARITY INSURANCE COMMITTEE
OF THE FÉDÉRATION DES PROFESSIONNELS
DES SERVICES ÉDUCATIFS DU QUÉBEC
PRESENTLY MANDATED BY THE FÉDÉRATION DES SYNDICATS
DE PROFESSIONNELLES ET PROFESSIONNELS
DE COMMISSIONS SCOLAIRES DU QUÉBEC (CEQ)

The parties at the national level agree to maintain the mandate of the members who represent them on the parity committee referred to herein, the foregoing subject to a resolution of the members of the said committee adopted at a meeting held on May 19, 1986.

For the purposes of this letter of agreement, the mandate shall deal only with the application of the provisions of the insurance contracts E-9000 and of the inherent clauses provided for in the collective agreements of professionals (1983-1985) which each of the associations negotiated through the Fédération des professionnels des services éducatifs du Québec.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of May 1987.

(signed) Jean-Guy Villeneuve
Management group

(signed) Jean-Pierre Auger
Union group

LETTER OF AGREEMENT NO.6

(NONARBITRABLE)

TECHNICAL COMMITTEE ON INSURANCE

The Ministère, the Fédération and the Centrale agree that the mandate of the committee provided for in clause 5-10.29 shall also be to ensure the completion of the study and, where applicable, 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 (fire, accidents, other risks) in the same manner.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of May 1987.

(signed) Jean-Guy Villeneuve
Management group

(signed) Jean-Pierre Auger
Union group

LETTER OF AGREEMENT NO.7

(NONARBITRABLE)

REORGANIZATION OF THE TEXT OF THE COLLECTIVE AGREEMENT

The parties at the national level agree to form a parity committee composed of one (1) representative of the Ministère, one (1) representative of the FCSCQ and two (2) representatives of the FSPPCSQ, whose mandate shall be to recommend to the parties at the national level a draft reorganization of the collective agreement.

The parties at the national level shall take the work of this committee into account during the next negotiation round.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of May 1987.

(signed) Jean-Guy Villeneuve
Management group

(signed) Jean-Pierre Auger
Union group