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Entente concluded between

on the one hand:
the Employer bargaining
committee for Catholic
School Boards

and on the other hand:
La Fédération des
Professionnels des services
éducatifs du Québec
(F.P.S.E.Q.) on behalf of the
Associations which it
represents

CENTRE DE DOCUMENTATION

D. G. P. R.



★ 0 4 2 5 ★

Within the framework of the act respecting the organisation
of the management and union parties in view of collective
bargaining in the sectors of Education, Social Affairs and
government agencies (Chapter 14, S.Q. 1978).

1979-1982

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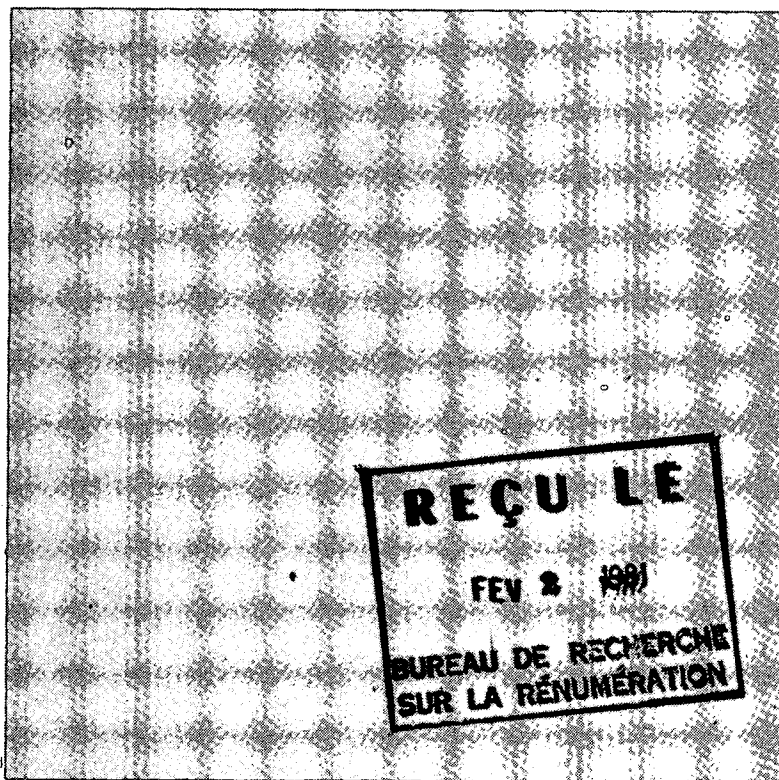


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GOUVERNEMENT DU QUÉBEC
CONSEIL DU TRÉSOR
BUREAU DE LA RECHERCHE SUR LA RÉMUNÉRATION
CENTRE DE DOCUMENTATION



Within the framework of the act respecting the organisation of the management and union parties in view of collective bargaining in the sectors of Education, Social Affairs and government agencies (Chapter 14, S.Q. 1978).

1979-1982

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CHAPTER 1-0.00 GENERAL PROVISIONS

1-1.00 DEFINITIONS

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.

1-1.01 ASSIGNMENT

The position to which a professional is appointed.

1-1.02 YEAR OF SERVICE

Every period of twelve (12) complete months in the employ of the board on a full-time or on a part-time basis.

1-1.03 YEAR OF EXPERIENCE

A period of twelve (12) months of full-time work or the equivalent carried out in service of an employer and recognised according to article 6-6.00 of this agreement.

1-1.04 SCHOOL YEAR AND WORK YEAR

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

1-1.05 ASSOCIATION

The accredited group which has concluded this agreement.

1-1.06 CLASS

Division of the salary scale wherein the professional is placed by virtue of the provisions of chapter 6-0.00 of this agreement.

1-1.07

PLACEMENT

Integration of a professional into a class and a step on a salary scale.

1-1.08

CLASSIFICATION

Integration of a professional into an employment group.

1-1.09

EMPLOYER COMMITTEE

The Employer Bargaining Committee for Catholic School Boards set up by virtue of the Act respecting the organization of the management and union parties in view of collective bargaining in the sectors of Education, Social Affairs and Government agencies. (Chapter 14, S.Q., 1978).

1-1.10

SCHOOL BOARD

The school board or the regional board bound by this agreement.

1-1.11

EMPLOYMENT GROUP

One or the other employment group provided for by the Classification Plan for Professionals of School Boards.

1-1.12

LOCAL DELEGATE

A professional of the bargaining unit thus named by the association to represent the professionals covered by the bargaining unit with the school board.

1-1.13

STEP

Subdivision of the salary scale where the professional is placed according to provisions of chapter 6-0.00 of this agreement.

1-1.14 ENTENTE AT THE NATIONAL LEVEL

All the provisions negotiated and agreed upon by the parties at the national level contained in this agreement.

1-1.15 FEDERATION OR F.C.S.C.Q.

The Fédération des commissions scolaires catholiques du Québec.

1-1.16 OCCUPATION

The collectivity of tasks that the board entrusts to the professional and which are found within the scope of the attributes of one or of several employment groups.

1-1.17 F.P.S.E.Q.

The Fédération des professionnels des services éducatifs du Québec.

1-1.18 GRIEVANCE

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

1-1.19 WORKING DAYS

For the purpose of computing respites, the days from Monday to Friday inclusively with the exception of legal holidays proclaimed by the civil authority and of the days mentioned in article 5-15.00 of this agreement.

1-1.20 DISAGREEMENT

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

1-1.21

"MINISTRE" AND "MINISTERE"

Designate respectively the Ministé de l'Education and the Ministère de l'Education.

1-1.22

TRANSFER

Passage of a professional to a different employment group than the one where he was placed.

1-1.23

LOCAL PARTIES

The school board and the association bound by this agreement.

1-1.24

PARTIES AT THE NATIONAL LEVEL

The Employer Committee and the F.P.S.E.Q.

1-1.25

EMPLOYER GROUP AT THE NATIONAL LEVEL

The Employer Committee.

1-1.26

UNION GROUP AT THE NATIONAL LEVEL

The F.P.S.E.Q. as negotiating agent for the associations which it represents.

1-1.27

CLASSIFICATION PLAN

Document of the Ministère and of the Federation entitled "Classification Plan for the Professionals of the School Boards" in force at the time of the signing of this national entente.

1-1.28

POSITION

A specific appointment within which a professional performs his occupation.

1-1.29

PROFESSIONAL

Any person who performs an occupation in an employment group provided for in the Classification Plan.

1-1.30

REGULAR PROFESSIONAL

Professional engaged in a manner other than temporary.

1-1.31

SUBSTITUTE PROFESSIONAL

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

1-1.32

SUPERNUMERARY PROFESSIONAL

Any professional engaged as such in a temporary manner in addition to the professionals already in the employ of the school board in case of a surplus of work or for work of a professional nature carried out temporarily at the board, among others at adult education. He may not be engaged for a total period exceeding twelve (12) months except in case with the written consent of the association.

1-1.33

FULL-TIME PROFESSIONAL

A regular, supernumerary or substitute professional whose regular work week calls for the number of hours specified in clause 8-1.02 of this agreement.

1-1.34

PART-TIME PROFESSIONAL

A regular, supernumerary or substitute professional whose regular work week calls for a specified number of hours less than that which is specified for the full-time professional.

1-1.35

REASSIGNMENT

A change to another position within the same employment group.

1-1.36

SCHOOL REGION

One of the school regions defined by the Ministère in its map of the school boards published under code number 16-0302.

1-1.37

PROBATIONER

A person undergoing a period of instruction for candidates to certain professions or undergoing a period of formation in a service at the school board and who is not engaged by the board as a professional.

1-1.38

HOURLY RATE

Salary divided by 1820.

1-1.39

SALARY

The remuneration in legal currency to which the step and the class of a professional entitle him according to his salary scale provided for in chapter 6-0.00 of this agreement.

1-1.40

TOTAL SALARY

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

1-1.41

NEGOCIATING UNIT

All the professionals in the service of the school board covered by the accreditation held by the association.

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 another clause or of the entire agreement.

1-2.02 The clauses of the agreement shall be construed the one by the others, by giving to each the meaning which results from the entire agreement.

1-2.03 All of the clauses of this agreement which are marked "Protocol" are included in the text of this agreement for the sole purpose of indicating to the school board and the syndical unit the aims of the parties at the national level.

They shall not be in any way the responsibility of the school board or the union and shall not be subject to the procedure for settling grievances of this agreement.

1-3.00 GENDER

1-3.01 Everywhere in this agreement where the masculine is used for professionals it comprises the feminine gender.

1-4.00 APPENDICES

1-4.01 Appendices "A", "B", "C", "D", "E", "F", "G", "H", "I" and "N" as well as appendices 1, 2, 3, 4, 5 and 6 are an integral part of this agreement.

1-5.00 PRINTING OF THE TEXT OF THE NATIONAL ENTENTE

1-5.01 The costs of printing the national entente are assured by the employer group at the national level for the professionals and the parties.

1-5.02 (Protocol) Translation

The parties at the national level agree upon an English translation of the official text of the national entente.

1-6.00 DURATION OF THE AGREEMENT

1-6.01 This agreement shall come into force on the date of its signing and has no retroactive effect except in cases of provisions to the contrary which are expressly mentioned in it and except in cases mentioned in article 1-7.00.

1-6.02 This agreement shall expire on the 31st of December, 1982. However, the school board and the association shall conform to the provisions of this agreement which are applicable until its replacement.

1-7.00 RETROACTIVITY

1-7.01 The regular, substitute or supernumerary professional in the employ of the school board between the 1st of July, 1979 and the date of the signing of this agreement shall be entitled, as retroactivity, to an amount equal to the difference, if it is positive, between:

- the salary (including, if need be, premiums for isolation and remoteness and the retention premium mentioned in article 6-3.00) to which he would have been entitled for that period by application of the provisions of chapter 6-0.00 of this agreement and this, taking into account the duration of his services during that same period,

and

1-7.01(cont 'd)

- all the amounts received* by the regular, substitute or supernumerary professional for the period between the 1st of July 1979 and the date of the signing of this agreement as remuneration (including, if need be, any special allowance mentioned in article 6-12.00 of the 1975-79 agreement) and including any amount paid as advance on retroactivity resulting from the signing of this agreement.

1-7.02

The amounts due as retroactivity by application of clause 1-7.01 shall be paid within sixty (60) days of the signing of this agreement to every professional still in the employ of the school board on the date of the signing of this agreement.

1-7.03

The amounts due as retroactivity by application of clause 1-7.01 to any regular, substitute or supernumerary professional who is no longer in the employ of the school board on the date of the signing of this agreement shall be claimable by such professional or by the eligible parties, where applicable, only if they so request the school board in writing within ninety (90) days following the signing of this agreement.

* The expression "all the amounts received" does not include amounts received for overtime work where applicable.

CHAPTER

2-0.00

JURISDICTION

2-1.00

FIELD OF APPLICATION

2-1.01

This agreement shall apply to all the professionals employed directly by the school board, salaried according to the definition of the Labor Code and covered by the certificate of accreditation held by the association, subject to the following clauses:

2-1.02

This agreement does not apply to probationers.

2-1.03

This agreement shall apply also to regular part-time professionals. However, unless this agreement mentions expressly provisions that are different, the following advantages shall apply in proportion to the regular working hours:

- the salary;
- the income benefit plan;
- the vacations.

2-1.04

The substitute professional or the supernumerary professional engaged for a period equal to or of more than six (6) months is covered by this agreement with the exception of the following:

- leaves for union activities;
- priority and security of employment;
- public office;
- extension of maternity leave.

The substitute professional or the supernumerary professional covered by this clause who works on a part-time basis shall also benefit from the application of clause 2-1.03 unless this agreement mentions expressly provisions that are different.

2-1.05

The substitute professional or the supernumerary professional engaged for less than six (6) months is only entitled to the application of the clauses where he is expressly designated as well as to clauses relative to the following:

- salary in proportion to the hours worked;
- the duration of the work week and overtime work;
- payment of salary;
- reimbursable expenses;
- union dues;
- the parental rights under the conditions mentioned in article 5-13.00, if he is engaged for three (3) months or more;
- the benefits for regional disparities under the conditions mentioned in article 6-3.00;
- the procedure for settling grievances and arbitration for the rights recognized in this clause.

He is also entitled to an increased allowance of 9% of his salary to replace all social benefits including the retirement plan and the insurance plans. The allowance of 9% is portioned out on all payments of salary to the professional. At the end of his engagement, he is also entitled as vacation pay to an amount equal to 6% of the salary he has received.

2-2.00

RECOGNITION

2-2.01

The school board shall recognize the association as the sole collective representative of the professionals covered by this agreement for the purpose of its application.

This recognition applies particularly to the conclusion of arrangements for implementing the provisions of this agreement in conformity with article 9-4.00.

2-2.02

The school board and the association shall recognize the parties at the national level for the purpose of taking in their name responsibilities specifically delegated to them by certain clauses of the national entente.

2-2.03

No individual agreement between a professional and the school board may be to the effect of adding to the provisions of this agreement, of subtracting or of altering any of it.

2-2.04

The school board and the association shall recognize to the parties at the national level the right to discuss any question relative to the application of this agreement and to decide upon the interpretation of the provisions of this agreement.

To this end, one or the other party at the national level may request a meeting between them. The meeting must take place within fifteen (15) days of the reception of the request or at a later date, if the parties agree.

CHAPTER

3-0.00 UNION PREROGATIVES

3-1.00 UNION SYSTEM

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

3-1.02 Any professional who is not a member of the association and becomes one afterwards must remain a member for the duration of this agreement.

3-1.03 Any professional engaged after the date of the signing of this agreement must sign an application form provided by the association. The school board shall forward to the association this form signed by the professional within thirty (30) days of his coming into service. If the association accepts his application, the professional must remain a member of the association for the duration of this agreement.

3-1.04 The fact that the association does not accept a professional in its ranks or expells him may in no way affect his employment ties.

3-2.00 UNION DUES

3-2.01 The school board deducts from the salary of each professional an amount equal to the regular assessment that the association determines for its members. This deduction starts within thirty (30) days of the reception of a written notice of the assessment sent by the association.

A written notice of assessment indicates its amount and indicates the number of consecutive pays over which the school board must divide equally the deductions.

- 3-2.02 The board sends to the secretariat of the association or the collecting agency designated by it, within fifteen (15) days, a cheque for the total amount deducted, accompanied by a list which indicates the name of each subscriber and contains a cumulative record of the deductions already made from his salary since the receipt of the written notice of deductions.
- 3-2.03 Upon written notice to that effect, the school board also makes deductions for a special assessment.
- Such notice for a special assessment is in conformity with clause 3-2.01 and takes effect within forty-five (45) days of its reception by the school board.
- 3-2.04 The board must, within five (5) days of its reception, transmit, by registered mail, to the secretariat of the association any claim which has been submitted to it in contestation of any deduction made and remitted in conformity with the present article.
- 3-2.05 The association shall assume the case of the school board for all claims which have been submitted to it in contestation of any deduction made and remitted in conformity with the present article and accepts to pay the board for any amount which it is liable to pay by virtue of a final judgment.
- 3-2.06 The school board shall indicate on forms T-4 and TP-4 (for income tax purposes) of each subscriber, the amount of union dues deducted during the year.
- 3-3.00 **LOCAL DELEGATE**
- 3-3.01 The association appoints a local delegate as its representative vis à vis the board for the application of this agreement.
- The association may, moreover, appoint a substitute for the local delegate for each of the sectors of activities in which it represents professionals.

3-3.01(cont'd)

For the purposes of this article, a sector of activity indicates, as the case may be, the administrative services, the pedagogical services or the student services of the school board.

3-3.02

The local delegate is entitled to represent the association for the application of this agreement, and particularly for the negotiation of local arrangements, for the settlement of grievances and the resolution of disagreements.

In the absence of the local delegate, a substitute exercises his powers with respect to the professionals in his sector of activities.

3-3.03

A local delegate or a substitute is a professional of the board.

Upon their nomination or replacement, the association will inform the board in writing.

3-3.04

A local delegate, or a substitute may, without loss of salary, be absent from his regular duties in order to meet with the board's representatives in the performance of his duties as a union representative.

For this purpose, he must advise his immediate superior of his absence and inform him of the name of the board representative who has agreed to meet him.

3-4.00

RELEASE TIME AND LEAVE OF ABSENCE FOR UNION ACTIVITIES

3-4.01

Leave of Absence for Negotiations at the National Level

The parties at the national level agree upon the principle to release on a full-time basis a certain number of professionals to be determined by them, without loss of salary and with or without reimbursement by the association, to take part in these negotiations.

SECTION A: RELEASE TIME FOR UNION ACTIVITIES

3-4.02

The F.P.S.E.Q. or the association obtains the full-time release for one school year of a regular professional to whom it intends to entrust a union duty.

The request to be released must be made before the preceding 1st of May. It is renewed in the same manner from one year to the next.

The F.P.S.E.Q. or the association may agree with the school board to any other type of release time for a professional.

3-4.03

The professional who obtains a release for union activities continues to receive his salary from the school board and to benefit from the advantages of this agreement.

3-4.04

The F.P.S.E.Q. or the association shall reimburse to the school board any amount paid to a professional by the board as well as any amount paid for and in the name of a professional by the board and this, within ninety (90) days of the sending to the F.P.S.E.Q. or to the association, of a statement transmitted at least twice per school year.

3-4.05

Upon his return, the professional gets back the position he held at the time of his going on leave or another one to which he is reassigned or transferred by the school board subject to the other provisions of this agreement.

SECTION B: LEAVE OF ABSENCE FOR UNION ACTIVITIES

3-4.06

A local delegate or a regular professional appointed by the association or the F.P.S.E.Q. as a union representative may be absent from his duties in order to fulfill a union mandate.

These absences must be authorized in writing by either the association or the F.P.S.E.Q. and may not exceed fifteen (15) working days per school year for the total number of professionals of an accreditation unit. However, if an accreditation unit has more than 400 professionals, these absences shall not exceed forty-five (45) working days per school year.

3-4.07

A professional who is elected president or secretary of the association or as a member of the executive of the F.P.S.E.Q. may be absent from his work to fulfill his duties.

3-4.08

During an absence provided for in clause 3-4.06 or 3-4.07, the school board shall continue to pay the salary of the professional.

The F.P.S.E.Q. or the association shall reimburse to the school board fifty (50) per cent of the salary for an absence provided for in clause 3-4.06 and a hundred (100) per cent of the salary and of all amounts paid for and in the name of the professional by the board for an absence provided for in clauses 3-4.07 and this, within ninety (90) days of the sending to the F.P.S.E.Q. or to the association of a statement transmitted at least twice per school year.

Any absence provided for in clause 3-4.06 or 3-4.07 is preceded by a written request giving the name(s) of the professional(s) for whom the absence is requested as well as the duration and the place of the union activity concerned.

If this request is made at least three (3) working days before the beginning of the absence provided for in clause 3-4.06 or 3-4.07, the competent authority gives its consent. If not, the absence must be authorized by the competent authority.

SECTION C: UNION PARTICIPATION

3-4.09

A professional whose participation is required by the association for a meeting with the school board may, without loss of salary, be absent from his regular duties to attend the meeting.

In this regard, the board and the association will determine ahead of time, the number of participating professionals, with the reserved right of the association to insist upon a number of representatives equal to that of the board.

The provisions of this clause apply, in particular, to meetings held for the settlement of grievances or the solution of disagreements.

3-4.10

A professional may, without loss of salary, be absent from his regular duties to participate, as a member, in the meeting of a committee or work session, instituted by the board and the association by virtue of this agreement.

The present provision applies equally to a professional whom a committee or work session has asked to participate as a resource person and, in the case of a grievance referred to the labour relations committee to the complainant.

3-4.11

A professional who is the plaintiff in the arbitration of a grievance may, without loss of salary, be absent from his regular duties to attend the hearings.

At the request of a party, a professional who is a witness, may under the same conditions, be absent from his regular duties for the period of time deemed necessary by the arbitration council.

3-4.12

A professional who is appointed to represent the F.P.S.E.Q. at a provincial committee created by virtue of this agreement, may, without loss of salary, be absent from his regular duties to participate at these meetings.

3-4.12(cont'd)

A professional who is appointed to represent the F.P.S.-E.Q. at meetings of the parties at the national level held by virtue of this Agreement, may, without loss of salary, be absent from his regular duties to participate at these meetings.

For this purpose the professional will advise his immediate supervisor of his absence, at least twenty-four (24) hours in advance.

3-5.00 USE OF FACILITIES

3-5.01 Upon request by the local delegate, the school board provides, without charge to the association, in one of its buildings, premises that are available and suitable for holding a union meeting.

To that effect, the board must receive advance notice. The delay of the notice being at least forty-eight (48) hours in the case of a general meeting for all members of the association.

The association must take the necessary arrangements so that the premises thus utilized are left in good order.

3-5.02 The modalities of this article may be replaced by means of a local arrangement in conformity with the provisions of article 9-4.00 of this agreement.

3-6.00 POSTING AND DISTRIBUTION

3-6.01 The association may post on the bill-boards installed by the school board at appropriate places in its buildings, any document of a professional or syndical nature identified in the name of the association or of the F.P.S.E.Q. A certified copy of the document shall be handed at the same time to the competent authority.

3-6.02 If the school board must make a posting by virtue of this agreement, it does so in all establishments where it has professionals in its employ.

3-6.03 The school board shall recognize to the association the right to distribute documents and communiqués to each professional on the work premises, but outside the time when they dispense their services.

3-6.04 Upon reception, the competent authority of the school immediately transmits to the local delegate any document or other written communication from the association.

3-6.05 After agreement between the local parties, the association shall benefit, without charge, of the internal messenger service already put in place by the school board within its territory.

3-6.06 The modalities of this article may be replaced by means of a local arrangement in conformity with the provisions of article 9-4.00 of this agreement.

3-7.00 **DOCUMENTATION**

3-7.01 The school board shall transmit in two (2) copies to the association, within sixty (60) days of the signing of this agreement, and afterwards, before the 31st of October of each year, the list of professionals indicating for each:

- a) the name and the surname;
- b) the date of birth;
- c) the civil status;
- d) the sex;
- e) the citizenship;
- f) the address;
- g) the social security number;
- h) the telephone number;

3-7.01(cont'd)

- i) the date of coming into service;
- j) the placement;
- k) the salary;
- l) the status of engagement of the professional;
- m) the employment group;
- n) the service to which he is attached and the principal place of work;
- o) the number of days of sick-leave to his credit on the preceding 30th of June;
- p) the number of days of vacation accumulated on the preceding 30th of June.

3-7.02

The school board shall inform the association monthly of the modifications made to the list provided for in clause 3-7.01.

3-7.03

The school board shall transmit to the association one copy of any document relating to this agreement and any directive or document of a general nature which it transmits to the professionals.

3-7.04

Upon request by the local delegate to that effect, the school board sends him a copy of the summary of budget estimates and of the annual statement of revenues and expenditures approved as public documents by the board.

3-7.05

The association has all the privileges of a taxpayer for obtaining the minutes of proceedings and for the consultation of the minutes register of the school board.

3-7.06

Clauses 3-7.03 to 3-7.05 may be replaced by means of a local arrangement in conformity with the provisions of article 9-4.00 of this agreement.

CHAPTER 4-0.00 CONSULTATION

4-1.00 CONSULTATION

4-1.01 The school board shall recognize the right for professionals to be consulted on the policies of the board which have a bearing on their professional activities.

4-2.00 LABOUR RELATIONS COMMITTEE

4-2.01 Within the thirty (30) working days following the signing of this agreement, the school board and the association form, for the duration of this agreement, a labour relations committee.

4-2.02 The labour relations committee is composed of not more than three (3) professionals chosen by and among the members of the association and of not more than three (3) representatives of the school board. These representatives are named annually.

By local agreement, the parties may agree to a different number of representatives on the committee.

4-2.03 At the request of one or the other of the local parties, the labour relations committee must be made cognizant of any question relative to labour relations.

The school board must, before taking a decision regarding one of the subjects mentioned below, give to the representatives of the association on the labour relations committee the information relevant to the consultation and call a meeting of the labour relations committee:

4-2.03(cont'd)

- a) a grievance;
- b) the distribution of paid holiday leaves;
- c) the coming of probationers;
- d) the problems caused by the holding of public office;
- e) the awarding of leaves without pay;
- f) the implication of a disturbance or of an interruption of the operations of the school board;
- g) any question relative to the exclusiveness of the services of regular full-time professionals during their regular work week;
- h) a policy or a directive of the school board having a bearing on the working conditions of the professionals;
- i) any abolition of a post of professional;
- j) any other question determined by agreement between the school board and the association.

4-2.04

At a subsequent meeting of the labour relations committee, the representatives of the association may obtain from the representatives of the school board explanations about a decision of the school board on a question previously entered upon at the labour relations committee.

4-2.05

The professional whose case is to be discussed at the labour relations committee is warned beforehand by the school board or the association, if need be. At his request, the professional is heard by the labour relations committee.

4-2.06

The meetings of the labour relations committee may be held during the working hours.

4-2.07

This article is not meant to prevent the association or the professional from availing themselves of the grievance procedure when this agreement grants this right.

4-2.08

Subject to the provisions of this article, the labour relations committee is master of its internal management.

CHAPTER 5-0.00 EMPLOYMENT CONDITIONS AND SOCIAL BENEFITS

A - EMPLOYMENT CONDITIONS

5-1.00 ENGAGEMENT

5-1.01 The engagement of a person to exercise the occupation of a professional is made according to the provisions of the Education Act and of this agreement.

5-1.02 The engagement of a regular full-time professional and of the regular part-time professional is concluded for a period which terminates at the end of the school year subject to the other provisions of this agreement.

5-1.03 At its expiration, the engagement of a regular full-time professional or of a regular part-time professional is renewed for the following school year subject to the other provisions of this agreement.

5-1.04 The engagement of the substitute professional and of the supernumerary professional is concluded for a period stipulated upon his engagement.

5-1.05 The engagement of every professional is made by written contract before the beginning of his employment. A true copy of this contract is given to the association and to the professional within five (5) days of its signing.

For the purposes of this clause, the contract form given in appendix "B" may be used.

5-1.06 At the time of his engagement, the professional shall be advised, in writing, of the date of the beginning of his employment, of his status, of his employment group and of his salary.

5-1.07 At the time of his engagement, a professional shall produce the attestation of his qualifications and of his experience.

At the written request of the school board, he may be required to produce one or many other relevant attestations. The default to produce these attestations within thirty (30) days of the date of engagement may constitute cause for the cancellation of his engagement, except in the case where this fact results from circumstances beyond his control.

5-1.08 Upon his engagement, the school board shall give a copy of this agreement to the professional to whom it offers a position.

5-2.00 **NON RE-ENGAGEMENT**

5-2.01 The school commissioners or trustees, after having decided, by resolution adopted at a regularly held meeting, no to re-engage a regular full-time professional for the following school year shall, before May 1st, preceding such school year, notify him, by registered letter, of their intention to terminate the said engagement; in this registered letter, they need not assign any cause therefore. They shall, however, upon the written and personal request of such professional, delivered before May 15th preceding such school year, give him, in writing, before the following May 31st, the reasons for their decision but no right of action shall result from reasons so given in good faith.

5-2.02 The regular full-time professional may, if he believes that the procedure provided in this agreement for his non re-engagement has not been observed, lodge a grievance according to the procedure for arbitration provided in this agreement.

Such professional may, in the same manner, contest the grounds of the reasons given for his non re-engagement. To that end, he must, however, have completed two (2) periods of service of eight (8) months or more or three (3) periods of eight (8) months if there was a change of employer, each of which was contained in a separate year of engagement comprised in a continuous period of five (5) years, for school boards, for a school administered by a Government Département or for another educational institution designated by the Ministère.

5-2.03 The grievance to contest the non re-engagement shall be submitted directly to arbitration in accordance with the procedure prescribed in this agreement and this, not later than the date of the termination of the engagement (June 30th) and it shall be heard in priority.

5-2.04 The school board shall, before May 1st, give to the regular part-time professional a written notice of non re-engagement. This notice shall state the reasons of the board's decision.

A grievance may not be lodged to contest the reasons for the non re-engagement.

5-3.00 RESIGNATION AND BREACH OF CONTRACT

SECTION A: RESIGNATION

5-3.01 The professional may at all times terminate his engagement.

He shall, however, so advise the school board at least sixty (60) days before the date of his departure. This delay may be shorter with the consent of the board.

SECTION B: BREACH OF CONTRACT

5-3.02 Shall constitute a breach of contract any of the following causes:

- a) the professional who no longer fulfills his condition of engagement required by virtue of the Classification Plan or of the law governing the exercise of his occupation;
- b) a professional from whom is withdrawn the pastoral mandate bestowed by the religious authority;
- c) the professional who has failed to report for work for a period of more than ten (10) consecutive working days and has not, during that time, informed the school board of the reason for his absence. This provision does not apply to the professional who has been incapable of notifying the board within the necessary time limit; that being the case, it is his responsibility to establish this fact.

5-3.03 Every breach of contract shall be to the effect of permitting, at any time, the cancellation by the school board of the engagement of the professional.

5-3.04 The cancellation of the engagement for one of the reasons in clause 5-3.02 does not constitute a disciplinary measure in the sense of article 5-5.00.

5-3.05 A pastoral animator or a christian education consultant whose engagement is cancelled following the withdrawal or the non-renewal of his pastoral mandate shall benefit from the priority of employment provided for in clause 5-6.06 of this agreement.

5-3.06 A grievance contesting the cancellation of an engagement is sent directly to arbitration and it shall be heard in priority.

5-4.00 **NOTICE OF REPRIMAND**

5-4.01 The school board must, if it intends to consign in a professional's personal file a reprimand, inform him of it by means of a written notice specifying its nature.

5-4.02 The professional to whom the school board gives a notice or reprimand may require that his written reply be placed in his personal file.

5-4.03 A notice of reprimand which the school has not had the occasion to renew because of a recurrence committed within the twelve (12) months following its consignment is removed from the file as well as the written reply of the professional. This notice of reprimand may not be invoked later on against the professional.

5-4.04 The professional may, upon request, consult his file and obtain the removal of any reprimand which contravenes the present article.

5-5.00 **DISCIPLINARY MEASURES**

5-5.01 The board may, by means of a written notice which it communicates to the professional, impose a disciplinary measure on the professional; this notice must state the motives of the decision.

A disciplinary measure must be founded on a just and sufficient cause.

5-5.02 A grievance contesting a disciplinary measure which involves a suspension or dismissal, must be lodged within thirty (30) days of the receipt of the notice of the decision; it is immediately submitted to arbitration and shall be heard in priority.

5-6.00 **PRIORITY AND SECURITY OF EMPLOYMENT**

SECTION A: GENERAL PROVISIONS

5-6.01 For the purposes of this article:

- a) When the school board offers instruction to students whose principal language of instruction is French and to students whose principal language of instruction is English, the group of professionals whose principal language of instruction is English shall belong to the English section. The other professionals shall belong to the French section. In this case, this clause shall apply to each of these sections thus defined as if each one of them was a separate school board. However, the school board and the association may agree in writing that this paragraph is not applicable.
- b) The professional on leave with or without pay shall be considered in the employment group and in the sector of activity, if need be, in which he was classified at the time of his going on leave.
- c) The professional who performs occupations in more than one employment group shall be considered as being classified in the employment group for which he performs the attributions during the majority of his time.
- d) When a school board offers a position to a professional, it shall do so by registered mail. The date of the receipt attesting to the mailing of the letter shall constitute prima facie proof for the purpose of computing delays.
- e) The school board sends to the F.P.S.E.Q., before May 31st, the list of professionals non re-engaged 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 concerning the professional on availability.

SECTION B: TENURE

5-6.02 For the purposes of this article:

- a) The tenured professional is a regular full-time professional who has completed at least two (2) complete years of continuous service for the school board, either as a full-time professional or as a full-time employee in another occupation for the board and this, since the last date of his coming into service for the board.
- b) Tenure is transferable from one school board to another by the professional on availability who, according to section E, is relocated to another school board. Tenure is also transferable in the cases mentioned in clause 5-6.12 or 5-6.13.
- c) Leaves for syndical activities, parental leaves, sick leaves covered by salary insurance, sick leaves due to a work accident, leaves for studies as well as any other leave for which this agreement provides payment of salary constitute service for the purpose of acquiring tenure.
- d) The non re-engagement for surplus followed by a re-engagement by a school board within the period mentioned in paragraph c) of clause 5-6.06 does not interrupt continuous service.
- e) In so far as there has not been a break in his employment ties, the acquisition of tenure by a professional shall be proportionately delayed in the case of the interruption of his service for reasons other than those mentioned in paragraphs c) and d) of this clause.

SECTION C: REDUCTION OF PERSONNEL

5-6.03 The school board who intends to reduce its professional personnel by virtue of this article consults the Labor Relations Committee at the latest on March 1st.

5-6.04 The school board may not effect a reduction of its professional personnel unless this measure is founded on the justified abolition of a position.

The abolition of a position must, to be justified, be founded on one of the following causes:

- a drop in the number of students;
- a substantial modification in the services to be rendered to the clientèle, student or other, according to the priorities defined by the school board within the scope of a general program of planning given to the Labor Relation Committee;
- a termination of a specific project.

Notwithstanding any provision to the contrary, the first and the second paragraph of article 5-6.00 and clause 5-6.01 of the 1975-79 collective agreement shall apply to any reduction of professional personnel which must take effect on July 1st 1980. Moreover, any notice of non re-engagement for surplus or of placing on availability must be communicated to the professional concerned by registered mail before April 1st.

5-6.05

When the school board must proceed to a reduction of professional personnel within an employment group, it proceeds in the following manner and in the order indicated within this employment group or, as the case may be, within a sector of activity of this employment group:

- a) by terminating the employment of regular part-time professionals;
- b) by non re-engaging regular full-time professionals who have not acquired tenure, according to the inverse order of seniority;
- d) by placing on availability regular full-time professionals having acquired tenure, according to the inverse order of seniority. However, if a position comprises other determined requirements, such requirements are first taken into account and then, seniority.

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

SECTION D: PRIORITY OF EMPLOYMENT

5-6.06

The professional without tenure having one (1) year but less than two (2) years of continuous service as a regular full-time professional with the school board shall benefit from the following advantage:

- a) His non re-engagement for surplus must be communicated to him by registered mail before May 1st;
- b) The school board must transmit without delay to the Regional Placement Bureau his name as well as the pertinent information regarding him;
- c) His name shall remain on the list of the Regional Bureau 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 a full-time position is offered by the school board, he must accept it within ten (10) days of such written offer. The fact that the school board attempts twice to contact the professional by registered mail to offer him a position and this, without success, constitutes non-acceptance;
- e) From the date of the refusal, of the non-acceptance within the allowed delay the position offered or of the failure to appear at an interview to which he is called by registered mail from a school board, the name of the professional is automatically struck out from the list of the Regional Placement Bureau.

This striking out entails loss of all the rights he may have by virtue of this agreement.

SECTION E: SECURITY OF EMPLOYMENT

5-6.07 PLACING ON AVAILABILITY

The placing on availability of a tenured professional shall be done in the following manner:

- a) His placing on availability begins on July 1st of a school year and is communicated to him, by registered mail, before the preceding May 1st;
- b) The school board must transmit, without delay, to the Regional Placement Bureau his name as well as the pertinent information concerning him.

5-6.08 Rights and obligations of the professional on availability

- a) The professional on availability who is offered a full-time position must accept it within the ten (10) days following the written offer received on or after August 15th following his being placed on availability if the relocation is to take effect on September 1st or after September 1st following the date of his being placing on availability. This obligation, however, exists only in the case where the principal place of work of the position offered is situated within a radius of fifty (50) kilometres of his principal place of work at the time of his being placed on availability.

For the purpose of this article, the radius of fifty (50) kilometres is measured by the most direct public road practicable for vehicles.

- b) The refusal or the failure to accept the offer of engagement in the allowed delay constitutes a resignation on the part of the professional on availability and makes him lose all the rights and privileges he may have by virtue of this agreement and entails automatically the striking out of the name of this professional from the list of the Regional Placement Bureau. However, he shall have the right to the severance pay at the conditions provided in clause 5-6.11 and to the amounts owed to him at the expiration of the allowed delay.

- c) Except during the period from July 1st to August 15th, the fact that the school board attempts twice to contact him by registered mail to offer him a position and this, without success, constitutes a non-acceptance.
- d) Except during the period from July 1st to August 15th, he must appear for a selection interview at a school board when the Regional Placement Bureau asks him to do so by registered mail. In such a case, he shall be entitled to the reimbursement of his traveling and living expenses, as the case may be, according to the rates in effect at his school board. He shall receive the authorisation to be absent without loss of salary upon presentation to the school board of the notice of convocation.
- e) The professional who is at fault according to paragraph c) or d) of this clause shall be considered to have resigned from his school board. However, he shall have the right to the severance pay at the conditions provided in clause 5-6.11 and to the amounts which are owed to him.
- f) If the professional accepts the offer of a full-time position within the scope of this clause, he is then considered to have resigned from the school board where he was on availability from the time of his engagement in another school board. However, in that case, he shall not have the right to severance pay.

At the end of the school year for which the professional has been thus engaged, the new school board may return, after evaluation, the professional to his original school board and this, upon notice of at least sixty (60) days to that school board and to the professional. This decision is final and is binding for the professional and the school board.

Such professional shall then be considered to have resigned from the latter and shall become again on availability at his original school board unless he can be assigned to a vacant position. If such professional refuses to return to his original school board, he is considered to have resigned and he shall receive, at the end of the school year, the severance pay at the conditions provided in clause 5-6.11.

- g) The professional on availability who has been relocated to another school board, in accordance with the provisions of paragraph a) of this clause, shall have the right to return to his original school board in a vacant position of the employment group in which he held a position at the time he was placed on availability, if he fulfills the requirements of the position to be filled and this, during the twelve (12) months following the date of his relocation.

This professional has priority over any other candidate to fill such vacant position. He must, however, submit his application within the delay determined on the posting.

- h) The school board who engages a professional on availability within the scope of this clause shall recognize:
1. the seniority which was recognized at the school board where he was on availability;
 2. the days accumulated in his bank of non-redeemable sick leave days
 3. his tenure;
 4. his years of service;
 5. his class and his step, if he remains in the same employment group
 6. the date on which he would be eligible to an advancement in step.

- i) The professional on availability who has been relocated to another school board, in accordance with the provisions of paragraph a) of this clause, is assigned to a position of the employment group where he was classified if he fulfills the requirements of the position to be filled or, into another employment group for which he has the minimum required qualifications mentioned in the Classification Plan and this, in the same section in the sense of paragraph a) of clause 5-6.01, than that where he worked in the school board where he was on availability.

5-6.09

Utilization of the professional on availability

As long as he has not been assigned to a full-time position in his school board or has not been relocated into another school board, the professional on availability must accomplish the professional tasks in relation with his qualifications and his experience which are assigned to him by the board.

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

SECTION F: PROVISIONS TO REDUCE THE PLACING ON AVAILABILITY

5-6.10

Pre-retirement

In order to reduce the number of professionals on availability, the school board grants to the professional who makes such a request a pre-retirement leave under the following conditions:

- a) This pre-retirement leave is a leave with pay not exceeding one year.
- b) This pre-retirement leave counts as a period of service for the pension plans presently in force (RREGOP, RRE and RRF).
- c) Only those who would be entitled to their pension the year following the year of the leave shall be eligible.
- d) At the end of this leave with pay, the professional shall be considered to have resigned and is placed on his pension.
- e) A professional on pre-retirement leave is entitled to the advantages of the collective agreement provided they be compatible with the nature of this leave with the exception of salary insurance and vacations.
- f) This leave permits the reduction of the number of professionals on availability.

5-6.11

Severance pay

- a) The school board may grant a severance pay to a tenured professional if his resignation permits the assignment of a professional on availability to a full-time position.
- b) The professional on availability may choose to resign and benefit from severance pay.

- c) Severance pay shall be calculated in the following manner:
- one month of salary per complete year of service with the school board up to a maximum of six (6) months of salary.
 - For the purpose of calculating severance pay, the salary is that which the professional was receiving at the time he left the school board.
- d) Receiving severance pay entails for the professional concerned the loss of his tenure and the annulment of all the rights and privileges provided in this agreement.

5-6.12

Transfer of tenure

In view of reducing the number of professionals on availability, the tenure of a professional is transferable to another school board who engages him if this professional resigns. His resignation is accepted by the school board if a professional on availability has the qualifications to be assigned to the position occupied by the professional who resigns. This professional brings to his new school board his tenure, his seniority, his years of continuous service for the purpose of computing vacations, his bank of non-redeemable sick leaves, his placement if he remains in the same employment group and his date of advancement in step.

5-6.13

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, is entitled to a premium equivalent to four (4) months of salary if such relocation is made outside the radius of fifty (50) kilometres of his last place of work. If the professional is relocated in another school region, he is entitled to a premium equivalent to two (2) months of salary if such relocation is made outside the radius of fifty (50) kilometres from his last place of work.

The relocation premium is equivalent to two (2) months of salary in all the cases where the relocation, according to this clause, is made 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 placing on availability.

The professional relocated according to this clause brings to his new school board his tenure, his seniority, his years of continuous service for the purpose of computing vacations, his bank of non-redeemable sick leaves, his placement if he remains in the same employment group and his date of advancement in step.

SECTION G: MOVING EXPENSES

5-6.14

Unless he can benefit from the Federal Manpower Mobility Plan, the professional engaged or re-engaged by the school board within the scope of this article shall benefit from the school board which engages or re-engages him, of the reimbursement of the moving expenses provided in appendix "A" at the conditions mentioned therein, if his engagement implies his moving, according to that same appendix.

Such professional shall also have the right from the school board which engages or re-engages him to:

- a maximum of three (3) working days without loss of salary to sell his home;
- a maximum of three (3) working days without loss of salary to look for accommodations. This maximum of three (3) days does not include the duration of the return trip;
- a maximum of three (3) working days without loss of salary to cover moving and settling in.

SECTION H: SERVICE CONTRACT (work by contract)

5-6.15

Any contract between the school board and a third party shall not have the effect of reducing the number of positions for regular full-time professionals with the board in the employment group concerned or to cause the placing on availability or the non re-engagement for surplus, according to this article, of a regular full-time professional in the employment group concerned.

SECTION I: INTEGRATION OF SCHOOL BOARDS

5-6.16

- a) At the time of a merger (including the disappearance of a school board on behalf of one or several other school boards), an annexation or a restructuration, the rights and obligations of the parties concerned and which take their origin from this entente shall be maintained to all new school boards.
- b) At the time of a merger (including the disappearance of a school board on behalf of one or several other school boards), an annexation or a restructuration, the problems resulting directly from the integration and affecting the rights and obligations of the parties concerned shall make the object of an entente between the school board and the union concerned. The conclusion of such an entente between the union and the school board shall be equivalent, in conjunction with the keeping in force of the entente mentioned in the preceding paragraph a), to the conclusion of a labor collective agreement and shall consequently entail, at the time of the conclusion of such an agreement or of the arbitration decision which takes place of, by application of the following paragraph, a renunciation to the exercise of the appeals foreseen in articles 36 and 37 of the Labor Code.

- c) Notwithstanding clause 9-5.04, if the parties cannot conclude an entente within the framework of the preceding paragraph b) within sixty (60) days of the authorization notice issued by the Ministère to proceed to the integration, the whole shall be referred to the dispute arbitration in accordance with the Labor Code. The council of arbitration has the mandate of settling problems resulting directly from the integration relative to the rights and obligations of the parties mentioned in the preceding paragraph b); the council of arbitration, if he deems it necessary, shall also have the right to render a retroactive decision back to the day of the integration, provided they are applicable.
- d) During the school year preceding a merger (including the disappearance of a school board on behalf of one or several other school boards), an annexation or a restructuration, the school board shall not make a reduction of its professional personnel if the cause of the surplus of professional personnel stems out of such merger, annexation or restructuration.
- e) The provisions of this clause shall in no way have the effect of delaying or preventing any merger, annexation or restructuration of school boards.

SECTION J:

RELOCATION BUREAUS

5-6.17

Regional Placement Bureau

All the school boards of each region form a regional placement bureau. The Ministère participates has the right to fully participate in this bureau.

5-6.18

National Relocation Bureau

The Federation and the Ministère shall agree to form a National Relocation Bureau for professionals. The Bureau shall submit monthly to the F.P.S.E.Q. a list of positions to be filled through engagements in the school boards as well as a list of the professionals on availability or non re-engaged for surplus whose names are on the lists of the Regional Bureaus.

5-7.00

SENIORITY

5-7.01

The professional in the employ of the school board on June 30th 1979 shall retain the seniority already acquired on that date according to the method of computing then in effect at the school board. As of July 1st 1979, seniority is determined according to the provisions of this article.

5-7.02

Seniority is the period of employment, in years, months and days with the school board and, as the case may be, with any other school board of the jurisdictional territory of the regional board or with any institution of which the board is the successor.

For the purpose of this article, the period of employment means to be in the employ of the school board either as professional, as teacher or for the two (2) first years of occupation of an executive position.

Seniority continues to accumulate during a leave provided for by this agreement.

5-7.03

Resignation, dismissal or non re-engagement entails the loss of seniority.

5-7.04

The school board establishes the seniority list of its professionals as accumulated to the preceding June 30th.

The board transmits this list to the professional or publishes it by means of posting, within sixty (60) days of the signing of this agreement and, thereafter, before November 1st of each year. It also transmits this list to the local delegate.

5-7.05

The professional who believes that the board has not correctly established his seniority may lodge a grievance within thirty (30) days of the receipt of the seniority list or, as the case may be, of its publication.

5-7.06 The alienation, the total or partial concession, the division, amalgamation or change in the legal structure of the school board shall have no effect on the seniority of a professional in the employ of the 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 continue as though the said change had not occurred.

5-7.07 The seniority of a regular part-time professional shall be calculated in proportion to the number of working days of such part-time professional in comparison to those of a regular full-time professional.

5-8.00 ASSIGNMENT

SECTION A ASSIGNMENT, REASSIGNMENT AND TRANSFER

5-8.01 The school board shall decide assignment and reassignment. To this end, it shall take into account its needs, the characteristics of the positions to be filled, the qualifications, the competence, the preferences of the professionals in its employ and, if necessary, the seniority. Furthermore, the assignment which proceeds from a transfer must respect the rules provided for hereafter.

5-8.02 The professional shall retain the assignment held at the signing of this agreement, subject to the provisions of this article.

5-8.03 A reassigned professional may obtain, upon request, the reasons for his reassignment. All this is done in writing.

5-8.04 A professional may request a transfer for good cause. The school board shall reply to such request in writing.

5-8.05 The professional concerned who, following a reassignment or transfer, feels that the board has abused its authority, may, in such case, submit a grievance in accordance with chapter 9-0.00 of this agreement.

- 5-8.06 The school board may transfer a professional after having consulted him. The professional concerned shall be notified, 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 A professional may refuse his reassignment or his transfer if he does not possess the minimum qualifications required in the Classification Plan.
- 5-8.08 Nothing in the preceding clauses shall have the effect to authorize a professional not to comply with the decision of the school board. However, a professional may refuse a transfer when the maximum of the salary scale of the employment group where he would be transferred is less than that of his present salary scale or when his salary as of July 1st would be less than the one he would receive this same July 1st if he was not transferred.
- 5-8.09 The transferred professional shall be remunerated in conformity with the provisions provided to that effect in chapter 6-0.00
- 5-8.10 The school board must, if it intends to reorganize a sector of activity, consult the professionals likely to be affected by this measure and inform them of the proposed reorganization.
- This consultation shall include the content of new positions as well as the reassignments and transfers involved.
- 5-8.11 A professional reassigned or transferred by virtue of this article shall be entitled to the moving expenses paid by the school board as outlined in appendix "A", under the conditions stipulated therein, if such reassignment or transfer involves his moving, according to the said appendix.
- If the reassignment or transfer involves a distance of more than fifty (50) kilometres from the principal place of work by passable public road, the school 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 school board to:

- a maximum of three (3) working days without loss of salary to sell his home;
- a maximum of three (3) working days without loss of salary to look for accommodations. Such three (3) days maximum does not include the duration of the return trip;
- a maximum of three (3) working days without loss of salary to cover moving and settling in. The leave according to paragraph g) of clause 5-14.01 is included in the leave according to this clause.

SECTION B: TEMPORARY ASSIGNMENT TO AN EXECUTIVE POSITION

5-8.12 The professional who accepts an executive position on a temporary basis shall receive, for the time during which he fills such position, the salary he would receive as the holder of the said position.

5-8.13 The professional shall be reintegrated to his position no later than fifteen (15) days after having received a notice from the school board or having made such request in writing.

5-8.14 Subject to clauses 5-8.12 and 5-8.13, a professional temporarily assigned to an executive position shall continue to pay his union dues and to benefit from the provisions of this agreement with the exception of those relative to the benefits for overtime work.

5-9.00 REGULAR PROFESSIONAL POSITION TO BE FILLED

5-9.01 Subject to the rights of a professional provided for in paragraph a) of clause 5-9.02, when the school board decides to fill a new position or a vacant position, it must, if it is a position for a regular professional, bring the fact and the conditions of eligibility to the attention of the professionals by means of a posting.

Nothing in this clause shall have the effect to refrain the school board from proceeding first of all to transfers and to reassignments in conformity with article 5-8.00.

5-9.02

When the school board decides to fill a vacant position for a regular full-time professional or a new position for a regular full-time professional, it shall proceed in the following order:

- a) it shall assign one of its professionals on availability, if the available position is in the same employment group than that to which the professional belonged when he was placed on availability and, if he meets the requirements of the position to be filled;
- b) it shall offer the position to a professional who has a right to recall according to paragraph g) of clause 5-6.08, if he meets the requirements of the position to be filled;
- c) it shall offer the position to a professional whom it has non re-engaged and whose name appears on the list of the Regional Relocation Bureau, if the available position is in the same employment group that the one to which the professional belonged when he was non re-engaged and, if he meets the requirements of the position to be filled.
- d) it may assign another person in its employ who has submitted his candidacy within the delay allowed on the posting.

5-9.03

If the school board has not filled a vacant position for a regular full-time professional or a new position for a regular full-time professional according to clause 5-9.02, it shall then proceed according to the following provisions. It shall send a request to the Regional Relocation Bureau, of its territory specifying the pertinent informations. It shall offer the position in priority to a professional placed on availability by the board or by another school board and referred by the Regional Relocation Bureau, then to a professional non re-engaged by the board and designated in clause 5-6.06, if such professional placed on availability or non re-engaged meets the requirements of the position to be filled. The school board may not engage another candidate before having consulted the list of the professionals non re-engaged for surplus by the other school boards.

5-9.04

When the position to be filled is in an employment group whose title and practice are governed by a professional corporation with reserved title or of exclusive practice, the posting provided for in the preceding clause shall mention it.

B)

FRINGE BENEFITS

5-10.00

DEATH, HEALTH AND INCOME BENEFIT PLANS

SECTION A:

General provisions

5-10.01

The following shall be eligible for the death, health and income benefit plans as of the prescribed date and until retirement:

- a) The professional employed on a full-time basis or on the basis of 75% full-time or more:

The school board shall pay its full contribution for this professional.

- b) The professional employed on a part-time basis working less than 75% full-time:

In this case, the school board shall pay half of the contribution which would be payable in the case of a full-time professional, and such part-time professional shall pay the remainder of the school board's contribution as well as his own contribution.

5-10.01

Subject to clause 5-10.27, the participation of an eligible professional shall begin on the day the plan comes into force if he is in the employ of the school board on that date, if not, as of the date he enters the service of the school board.

5-10.02

For the purposes of this section, the word dependent means the professional's wholly dependent child or spouse as defined as follows:

- 1) Spouse: means a person who has become a professional's spouse either by virtue of a marriage legally contracted in the Province of Quebec or elsewhere and acknowledged as valid under Quebec law, or for an unmarried person as a result of permanently living for over three (3)* years with an unmarried person of the opposite sex whom he or she publicly represents as being his or her spouse, it being specified that the dissolution of the marriage by virtue of divorce or annulment shall automatically entail the loss of any person's rights as a spouse as well as any de facto separation of over three (3) months in the case of a marriage not legally contracted.

- ii) Dependent child: means a child of the professional, of his or her spouse or of a professional and spouse, unmarried and living or domiciled in Canada, who depends on the professional for his financial support and who is under eighteen (18) years of age: every child under twenty-five (25) years of age who is a duly registered student attending a recognized learning institution on a full-time basis or a child of any age who became totally disabled before reaching his eighteenth (18 th) birthday or before reaching his twenty-five (25 th) birthday if he was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since then shall also be included in the definition.

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

5-10.03

The word "disability" means any state of incapacity resulting either from an illness, including a surgical procedure directly related to family planning, from an accident pursuant to clauses 5-10.46 to 5-10.51 inclusive, or from an absence provided for in clause 5-13.17, which necessitates medical care 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 him by the school board.

5-10.04

"Period of disability" means 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 such full-time work, unless the professional establishes in a satisfactory manner that a subsequent period is due to an illness or accident in no way related to the cause of the preceding disability.

5-10.05

Any period of disability resulting from self-inflicted illness or injury on the part of the professional, 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 purposes of the plans.

Notwithstanding the preceding, alcoholism or drug addiction shall be recognized as a period of disability, for the purposes of this section, during which the professional is receiving treatment or medical care with a view to his rehabilitation.

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

5-10.06 The provisions of the death benefit plan provided for in the 1975-79 collective agreement shall remain in force on the conditions provided therein, until the date of the signing of this entente.

The provisions of the health benefit plan provided for in the 1975-79 collective agreement shall apply until the date foreseen by the Parity Committee.

The provisions of the income benefit plan provided for in section 5-10.00 of the 1975-79 collective agreement shall apply until the date of the signing of this entente.

5-10.07 The new death benefit plan shall come into force as of the date of the signing of this entente.

The new health benefit plan shall come into force on the date foreseen by the Parity Committee.

Notwithstanding clause 5-10.06, the new income benefit plan shall apply as of July 1st, 1979.

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

SECTION B: PARITY COMMITTEE.

5-10.09 The Ministère and the Federation on one part and the F.P.S.E.Q. on the other part shall agree to form with due diligence a parity committee of four (4) persons charged with the setting up and implementation of the health benefit plan and optional supplemental plan provided for by this article. This committee shall be operative as soon as it is set up. Each part may add two (2) observers to the work of the said committee.

- 5-10.10 Mr. Marcel LeHouillier will act as the chairman of the Parity Committee.
- 5-10.11 The Ministère and the Federation on the one part and the F.P.S.E.Q. on the other shall be entitled to one vote each. The chairman shall be entitled to one vote, to be used only when voting is equally divided. Subject to the other recourses of each of the parties, both parties expressly renounce any contestation before the arbitration court of any decision rendered by the committee or its chairman.
- 5-10.12 The Parity Committee may, with the agreement of the F.P.S.E.Q. set up an optional supplemental plan; the cost of this plan shall be borne entirely by the participants. The board shall facilitate the application of this plan as hereinafter provided for, by deducting the required contributions. Subject to clause 5-10.27, participation in any supplemental plan shall presume participation in the basic health plan.
- 5-10.13 The parity committee may choose to merge with other parity committees provided for in other collective agreements and act in conjunction with such committee as one single parity committee. In such a case, the groups covered by these committees shall, for insurance benefit purposes, constitute one single group. A parity committee having chosen to merge may only withdraw from the group on a policy anniversary date subject to a 90 days written notice previously given to the other parity committees. In case of disagreement between the parties as to whether or not the parity committee is to merge, the chairman must abstain from voting and the status quo shall be maintained.

5-10.14

If the optional supplemental plan included salary benefits, then these benefits must meet the following requirements:

- no waiting period may be less than six (6) months nor, in an event, less than the period of time corresponding to the exhaustion of the accumulated sick leave bank of days of the professional involved;
- the basic benefit may not exceed 85% of the salary of the beginning of the disability including the benefits that the professional may receive from all other sources, by virtue of a federal statute or of a provincial statute.

This limitation must not be construed as imposing a limitation on the benefits which the professional may receive from personal sources;

- the benefits provided for under the salary benefit plan, described hereafter, must be deducted from any amount of benefit provided for under the optional supplemental salary benefit plan.

5-10.15

The committee must determine the provisions of the health benefit plan and of the optional supplemental plan depending on whether circumstances command it or not, draw up specifications and obtain one or more group insurance policies covering all participants to the plan. To this end, the committee may proceed by requesting bids or according to any other method which it sets forth; upon lack of unanimity to this end within the committee, there shall be a call for bids from all insurance companies with head offices in Quebec. The policy must contain a specific provision dealing with premium reduction to be made in the event that physician-prescribed drugs would no longer be considered as covered expenses under the health benefit plan.

5-10.16

The committee must carry out a comparative analysis of all bids received, should such be the case, and after having made its choice, provide each party with a report on such analysis and statement giving reasons for its choice. The insurer selected may be a single insurer or a group of insurers acting as a single insurer.

Specifications must provide for the committee to obtain from the insurer a detailed statement of all operations carried out by virtue of the policy, various statistics and any and all information which may be required to test the accuracy of the retention calculation.

The committee must also be able to obtain from the insurer, in consideration of reasonable fees to be added to those provided for in the premium retention provisions any additional, useful and relevant statements, figures or statistics, which may be requested by the Ministère, the Federation or the F.P.S.E.Q.. Copies of such statements, figures and statistics shall be supplied by the committee to the Ministère, the Federation and the F.P.S.E.Q.

5-10.17

Furthermore, if an insurer selected by the committee should at any time alter the basis of the retention calculation, the committee may select another insurer; if the insurer should cease to comply with the specifications or should substantially alter its rates or the basis of the retention calculation, the committee shall be obliged to select a new insurer. Any alteration which changes the selected insurer's position in respect to the bids submitted by any other insurer shall be deemed to be substantial.

5-10.18

Every policy must be issued jointly to the parties constituting the committee and contain, amongst others, the following stipulations:

- a) A guarantee to the effect that neither the basis of the retention calculation nor the premium rates may be increased prior to January 1st, following the end of the first full policy year, nor more often than once every twelve (12) months thereafter.

5-10.18(cont'd)

- b) A provision to the effect that any excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed annually by the insurer as dividends or return premiums, after deduction of the amounts determined in the pre-arranged retention formula allowing for contingency, administration, reserves, taxes and profit.
- c) A provision that the premium for any given period must be computed in accordance with the rate applying to the participant on the first day of such period.
- d) A provision that no premium shall be payable for a period on the first day of which the professional is not a participant and that, by the same token, the premiums shall be payable in full for a period during which the professional's participation terminates.

5-10.19

The parity committee shall entrust to the Ministère and to the Federation the carrying out of such operations as may be required for the inception and implementation of the health benefit plan and of the optional supplemental plan; the said operations shall be carried out according to the committee's instructions. The Ministère and the Federation shall be entitled to reimbursement of the costs incurred as provided hereinafter.

5-10.20

Dividends or rebates to be paid as a result of favourable experience with the plans shall constitute funds entrusted to management of the committee. Honoraria, including those of the committee chairman and expenses or disbursements incurred for the inception and implementation of the plan shall constitute primary liens against such funds, and reimbursable expenses shall not include the school board's regular operating expenses. The balance of funds of such a plan shall be utilized by the parity committee either to grant a waiver of premium for a period, to meet increases in the premium rates, to improve the existing plan or to be given to the participants according to the formula agreed upon by the committee.

5-10.21 Each member's honoraria and expenses shall be borne by those represented by such member.

SECTION C: STANDARD DEATH BENEFIT PLAN

5-10.22 Every full-time professional shall, without any contribution on his part, have a death benefit equal to six thousand four hundred dollars (6 400 \$).

For the professionals referred to in sub-paragraph b) of clause 5-10.01, this amount shall be reduced by 50 p. 100.

SECTION D: HEALTH BENEFIT PLAN

5-10.23 The plan shall cover, as per the terms set down by the parity committee, all drugs sold by a licensed druggist or by a duly authorized physician, as prescribed by a physician or by a dentist, as well as, at the option of the parity committee, ambulance service, hospitalization or medical expenses not otherwise recoverable when the insured teacher is temporarily outside of Canada and his condition requires hospitalization outside Canada, the cost of purchasing an artificial limb due to loss sustained while a participant, or other supplies or services prescribed by the attending physician and required for the treatment of an illness.

5-10.24 The school board's contribution to the health benefit plan shall be limited to the lesser of:

- a) in the case of a participant insured for himself and his dependants: forty-five dollars (45 \$) per year;
- b) in the case of an individually insured participant: eighteen dollars (18 \$) per year;

5-10.24(cont'd)

- c) An amount equal to twice the contribution paid by the participant himself to cover the benefits provided for in the health benefit plan.

Notwithstanding clause 5-10.06, such school board's contribution shall take effect as of July 1st, 1979.

5-10.25

In the event that the Quebec Health Insurance Plan be extended to cover drugs, the amounts stipulated in clause 5-10.23 shall be reduced by two thirds (2/3) of the yearly cost of the drug benefits included in this plan.

5-10.26

Health benefits shall be reduced by the benefits provided for under any other plan whether public or private, individual or group.

5-10.27

Participation in the health benefit plan shall be compulsory but any professional may, by giving prior written notice to his school board, refuse, or cease to participate in the health benefit plan provided he establishes that he and his dependants are insured as dependant under a group benefit plan affording him similar benefits.

Notwithstanding clause 5-10.01, the professional who is on a leave of absence without pay or who is on leave for educational purposes is not covered by the plan unless, at his own request, he wishes to continue to participate in such plan. In that case, he must pay the full amount of the required premiums including the school board's share.

5-10.28

A professional who has refused or has ceased to be a participant to the plan may again become eligible thereto subject to the following conditions:

- a) he must bring proof satisfactory to the insurer to the effect that:
- i) he was previously covered as a dependent under this plan or any other plan affording similar protection,

5-10.28 (cont'd)

- ii) that it is no longer possible for him to remain covered as a dependent,
 - iii) that his application is filed within thirty (30) days following termination of his coverage as a dependent.
- b) subject to paragraph a) above, coverage is effective as of the first day of the period during which the application is received by the insurer;
- c) in the case of a person not insured under this plan prior to applying for health benefit thereunder, no liability rests with the insurer in respect of any payment of benefits which might be payable by the previous insurer by virtue of an extension or conversion clause or for any other reason.

5-10.29

The committee shall have the right to maintain the same plan, with appropriate amendments, for the retired professionals on a year to year basis without any contribution on the part of the school board, provided that:

- the professionals' contribution for the plan and the school board's corresponding contribution be determined excluding any cost resulting from the extension of coverage applying to retired professionals;
- all disbursements, contributions and rebates pertaining to retired professionals be recorded separately and that any additional contribution which may be payable to the professionals on account of the aforesaid extension to retired professionals be clearly identified as such.

5-10.30

Clauses 5-10.23 to 5-10.29 inclusive shall not apply to professional for whom the school board contributed to an endowment fund; however, this professional may, within 60 days of the signing of the present agreement, choose to participate to the health benefit plan provided he pays the school board's contribution in addition to his own.

SECTION E: INCOME BENEFIT PLAN

5-10.31

Subject to the provisions herein and to clauses 5-10.46 to 5-10.51 inclusive, a professional shall, for every period of disability during which he is absent from work, be entitled to:

- a) up to the lesser of the number of sick-leave days accumulated to his credit or of five (5) workdays: to the payment of a benefit equal to the salary he would have been paid had he been at work;
- b) upon termination of the payment of the benefit provided for in subparagraph a), where applicable, but in no event before the expiry of a waiting period of five (5) workdays 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 85% of his salary;
- c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for an additional period of up to fifty-two (52) weeks: to the payment of a benefit equal to $66 \frac{2}{3}\%$ of his salary.

For purposes of computing the benefits, the professional's salary shall be the salary he would earn if he were in service, subject to clause 6-4.00, including, where applicable, premiums for regional disparities. For other than full-time professionals, the amount of the benefits shall be reduced in proportion to their work week and the work week of a full-time professional.

5-10.32

As long as benefits remain payable, including the waiting period, where applicable, the disabled professional shall continue to participate in the government and public employees' retirement plan (RREGOP), in the teachers' pension plan (RRE) or in the civil servants' pension plan (RRF) and to benefit from 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 clause 5-10.31, he shall be entitled to a waiver of his contributions to his retirement plan (RREGOP, RRE or RRF) without losing any of his rights. Provisions relating to such a waiver of these contributions shall form an integral part of the retirement plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The school board may not cancel or not renew a professional's contract of engagement for the sole reason of his being mentally or physically incapable as long as the professional can receive income benefits by the application of clause 5-10.31 or 5-10.46 to 5-10.51 inclusive and after that, of 5-10.43. However the fact that a professional does not avail himself of clause 5-10.43 cannot prevent the school board from cancelling or not renewing the said professional's contract of engagement.

5-10.33

Benefits paid under clause 5-10.31 shall be reduced by the initial amount of any basic disability benefits payable under federal or provincial law regardless of subsequent increases in basic benefits resulting from indexation. The school board shall deduct one tenth (1/10) of a day from the bank of sick-leave days for each day used by virtue of subparagraph a) of clause 5-10.31 when the professional receives benefits from the Régie de l'assurance-automobile du Québec.

As of the sixty-first (61st) day of the beginning of a disability, the professional considered eligible for disability benefits under federal or provincial law must, at the school board's written request accompanied by the appropriate forms, make the request and accept any obligations arising therefrom. However, the reduction of the benefit provided in clause 5-10.31 shall only begin when the professional is recognized as being eligible and actually begins receiving such benefit provided by law. In the case where the benefit provided by law is given retroactively to the first day of disability, the professional shall reimburse the school board, where applicable for the surplus amount of the benefit provided in clause 5-10.31 and this, by application of the first paragraph of this clause.

Every professional who receives disability benefits under federal or provincial law must so advise the school board without delay.

- 5-10.34 Payment of benefits shall terminate at the latest with the payment due for the last day of the school year during which the professional reaches sixty-five (65) years of age.
- 5-10.35 No benefit shall be payable during a strike or lock out, except for a period of disability that began before and for which the professional has provided the school board with a medical certificate.
- 5-10.36 Benefits payable as sick days as well as under the income benefit plan shall be made directly by the school board but dependent on the presentation by the professional of the supporting documents as provided in clause 5-10.37.

5-10.37

The authority designated by the school board may at all times require from a professional who is absent because of disability, a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the school board if the professional is absent for less than four (4) days. The authority designated by the school 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) kilometers from his place of work, shall be borne by the school board.

Upon the professional's return to work, the authority designated by the school board may require him to submit to a medical examination in order to establish if 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) kilometers from his place of work, shall be borne by the school board. If, in this case, the opinion of the physician selected by the school board is contrary to that of the physician consulted by the professional, these two (2) physicians shall agree on the choice of a third (3rd) whose decision shall be final.

The school board or the authority designated by it must treat the medical certificates or the examination results in a confidential manner.

5-10.38

If payment is refused by reason of presumed nonexistence or termination of disability, the professional may appeal the decision according to the regular grievance procedure.

SECTION F: SICK LEAVE

5-10.39

- a) Where applicable, on the 1st of July of each year, the school board shall credit to every regular full time professional in its employ and covered by this article, seven (7) days of sick leave. These days shall be noncumulative but redeemable as of the 30th of June of each year when not used by virtue of subparagraph a) of clause 5-10.31 and of clause 5-14.03 and this, at the rate of 1/260th of the salary applicable on that date per day not used, the proportion of the 1/260th of salary applies to the fraction of the day not used.

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

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

- b) Furthermore, if it is the first year of service, for a professional who is not relocated within the scope of employment security, the school board shall credit him an additional six (6) days of non-redeemable leave.

The professional who is hired during the year and who has been credited with less than six (6) non-redeemable days, shall, on the first day of the following work year, if he remains in the service of the same board, be entitled to the difference between the six (6) days and the number of non-redeemable days credited to him on the date of his engagement.

- c) The professional who has thirteen (13) days or less of sick leave accumulated to his credit on June 1st may, by notifying the school board in writing before this date, choose not to cash the balance, as of the 30th of June, of the seven (7) days granted by virtue of paragraph a) of this clause and not used by virtue of this article. The professional having made this choice shall add the balance, on the 30th of June, of these seven (7) days which are now without cash surrender value, to his sick-leave days already accumulated.

5-10.40

If a professional becomes covered by this section during the 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 months of service" means one month during which a professional is in service for half or more of the number of working days in that month.

Nevertheless, if a professional has used, in conformity with this collective agreement, some or all of the sick-leave days that were credited to him on the 1st of July of the work year, no claim may be made as a result of the application of this clause.

5-10.41

In the case of a part-time professional, the number of days credited shall be reduced in proportion to the time he works in relation to the regular work week of the regular full-time professional.

5-10.42

Disabilities in course of payment on June 30, 1979 shall remain covered under the plan provided for in this article. The effective date of the beginning of the disability period and the date on which the professional is entitled to the benefit provided for either in subparagraph b) of clause 5-10.31 of the 1975-79 collective agreement or to the benefit provided for in subparagraph b) of clause 5-10.31 herein, as the case may be, shall determine the benefits and the duration of the benefits to which the professional may be entitled according to the provisions of clause 5-10.31 herein. The disabled professionals who are not entitled to any benefit on June 30, 1979 shall be covered by the new plan as of their return to work when they begin a new disability period.

SECTION G: FORMER SICK LEAVE BANKS

5-10.43

The professional who benefited from sick-leave days with cash surrender value shall retain the right to be reimbursed for the value of the redeemable days accumulated up to June 30th, 1973 (1). in accordance with the provisions of the formerly applicable collective agreement or by virtue of a regulation of the school board having the same effect, it being specified that even if no new day is credited, the percentage of days with cash surrender value shall be determined by taking into account the years of service prior to and following January 1st, 1973 (2). This value shall be determined on the basis of the June 30th, 1973 (3) salary and shall bear interest at the rate of 5% compounded yearly.

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- (1) Read April 30th, 1974 for the pastoral animators governed by the provincial entente signed May 10th, 1974.

Read May 31st, 1974 for the professionals engaged before May 31st, 1974 and who were not covered by a collective agreement before this date.

Read June 30th, 1974 for the professionals in the employ of the C.E.C.M.

- (2) Read May 1st, 1974 for the pastoral animators governed by the provincial entente signed May 10th, 1974.

Read June 1st, 1974 for the professionals engaged before June 1st, 1974 and who were not covered by a collective agreement before this date.

Read July 1st, 1974 for the professionals in the employ of the C.E.C.M.

- (3) Read April 30th, 1974 for the pastoral animators governed by the provincial entente signed May 10th, 1974.

Read June 30th, 1974 for the professionals in the employ of the C.E.C.M.

These provisions shall not, however, change the value already set for sick-leave days with cash surrender value whose value has been determined by virtue of a formerly applicable collective agreement or by virtue of a regulation of the school having the same effect.

The value of redeemable days to a professional's credit may be used to pay for the cost of buying previous years of service as provided for in the provisions regarding the retirement plans (RRE, RREGOP, RRF and the Act respecting the retirement protection of certain teachers).

Notwithstanding clause 5-10.44, the sick-leave days with cash surrender value to a professional's credit on January 1st, 1973 (2) may also be used, at the rate of one (1) day per day, for purposes other than illness when the previous collective agreements or a regulation of the school board having the same effect provided for such use. Moreover, the sick-leave days with cash surrender value to a professional's credit on January 1st, 1973 (2) may also be used at the rate on one (1) day per day, for purpose other than illness, that is: a leave as provided for in article 5-13.00, to extend the professional's disability leave after the expiry of the benefits provided in subparagraph c) of clause 5-10.31 or in the case of pre-retirement. The professional may also use the sick-leave days without cash surrender value to his credit, at the rate of one (1) day per day, to prolong his disability leave after the expiry of the benefits provided for in subparagraph c) of clause 5-10.31 and also for a leave as provided for in article 5-13.00 provided he has already used up his redeemable sick leave days.

-
- (1) Read April 30th, 1974 for the pastoral animators governed by provincial entente signed May 10th, 1974.
Read May 31st, 1974 for the professional's engaged before May 31st, 1974 and who were not covered by a collective agreement before this date.
Read June 30th, 1974 for the professionals in the employ of the C.E.C.M.
 - (2) Read May 1st, 1974 for the pastoral animators governed by the provincial entente signed May 10th, 1974.
Read June 1st, 1974 for the professionals engaged before June 1st, 1974 and who were not covered by a collective agreement before this date.
Read July 1st, 1974 for the professionals in the employ of the C.E.C.M.

The sick-leave days with cash surrender value to the professional's credit on June 30th, 1973 (1) shall be considered used at this date when used by virtue of this clause as well as by virtue of the other clauses of section 5-10.00 herein.

5-10.44

The professional who in conformity with the former collective agreement in effect on June 30, 1975 or, as the case may be, to the Administrative and Salary Policy of Professionals (document 27-10), has chosen not to use these cash convertible days is considered to have maintained this choice for the duration of the present agreement. However, upon written notice to the board, the professional may alter his choice.

5-10.45

The sick-leave days to the professional's credit on June 30, 1979 shall remain to his credit and the days used shall be deducted from the total accumulated. The sickleave days shall be used in the following order:

- 1) The days with cash surrender value credited by virtue of clause 5-10.39 of this agreement.
- 2) After having used up the days mentioned in 1), the other days with cash surrender value to the professional's credit.
- 3) After having used up the days mentioned in 1) and 2), the days without cash surrender value to the professional's credit.

(1) Read April 30th, 1974 for the pastoral animators governed by provincial entente signed May 10th, 1974.
Read May 31st, 1974 for the professional's engaged before May 31st, 1974 and who were not covered by a collective agreement before this date.
Read June 30th, 1974 for the professionals in the employ of the C.E.C.M.

SECTION H: WORK ACCIDENT

5-10.46

In the case of a work accident for which benefits may be payable by virtue of the Workman's Compensation Act, the professional receiving benefits shall remain covered by the death benefit plan described in clause 5-10.22 and by the health benefit plan described in clause 5-10.23. During that period and until the Commission de la santé et de la sécurité du travail declares permanent disability, whether it be total or partial, he shall be exonerated from contributing to the pension plan (RRE, RREGOP or RRF) without losing his rights. The provisions concerning such exoneration of contributions shall form an integral part of the provisions of the pension plans and the resulting cost shall be shared like that of any other benefit.

5-10.47

For as long as a professional is receiving benefits under the Workman's Compensation Act and until the Commission de la santé et de la sécurité du travail declares permanent disability, whether it be total or partial, the school board shall pay the professional the amount of the benefit of the Commission de la santé et de la sécurité du travail and the difference between the benefit received under the Workman's Compensation Act and his net salary; it being understood that the said net salary is not increased even if, in this case, the professional is benefiting from exonerations. For purposes of this clause, net salary means the salary he would receive if he were working, subject to article 6-11.00 and including, where applicable, the premiums for regional disparities.

5-10.48

In the case where the Commission de la santé et de la sécurité du travail ceases to pay benefits before the one hundred and fourth (104th) week following the date of the work accident; the income benefit plan provided for in clause 5-10.31 shall apply if the professional is still disabled within the meaning of clause 5-10.03 and, in that case, the date of such work accident shall be considered as the date of the beginning of the disability for purposes of applying the income benefit plan, particularly clauses 5-10.31 and 5-10.43.

On the other hand, the professional who would receive from the Commission de la santé et de la sécurité du travail an annual benefit that is less than the benefits he would have received by application of clause 5-10.31, the income benefit plan provided for in the said clause shall apply to cover such difference if the professional is still disabled within the meaning of clause 5-10.03 and, in that case, the date of the work accident shall be considered as the date of the beginning of the disability for purposes of applying the income benefit plan, particularly clauses 5-10.31 and 5-10.43.

5-10.49

Subject to clause 5-10.47, the Commission de la santé et de la sécurité du travail shall reimburse the school board for the amount corresponding to the benefits of the Commission de la santé et de la sécurité du travail.

The professional must sign the forms required to allow such reimbursement. Such waiver shall be valid only for the time that the school board has agreed to pay the benefits.

5-10.50

The professional shall not suffer any reduction in his bank of sick-leave days for those days for which the Commission de la santé et de la sécurité du travail has paid benefits or for the absences provided for in clause 5-10.51.

5-10.51

Every professional who returns to work after a work accident and for whom the Commission de la santé et de la sécurité du travail requires additional or periodic examinations which necessitate his being absent from work, shall obtain a leave without loss of salary, of supplements or of premiums for regional disparities, for the duration of the absence, including the travelling time.

5-11.00 **PHYSICAL CONDITIONING**

5-11.01 The school board will promote the creation of a program of physical conditioning for professionals taking into account its resources and the exigencies of its operations,

The initiative for the development of such a program is left up to the association.

5-12.00 **CIVIL RESPONSIBILITY**

5-12.01 The school board shall undertake to assume the case of any professional whose civil responsibility might be at issue by the actual performance of his duties during the working day (or outside the working day when the professional is carrying out activities expressly authorized by the proper authority) and shall agree to make no claim against the professional in this connection, except if a court of law has found him guilty of gross negligence or serious fault.

5-12.02 As soon as the legal responsibility of the school board has been recognized by it or established by a court of law, the school board shall indemnify any professional for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used or brought to school, unless the professional has shown gross negligence; in the case where such a loss, theft or destruction is already covered by an insurance held by the professional, the compensation paid shall be equal to the loss actually suffered by the professional.

5-12.03 The professional has the right to adjoin, at his own expense, his own attorney to the attorney chosen by the school board.

5-13.00 **PARENTAL RIGHTS**

Section I **GENERAL PROVISIONS**

5-13.01 This plan regarding parental rights shall come into force at the moment when the clauses of the collective agreement are agreed upon at the national level.

5-13.02 The maternity leave benefits provided in Section II shall only be paid as supplements to the unemployment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which unemployment insurance does not provide anything.

5-13.03 If the granting of leave is restricted to only one spouse, such restriction shall apply so long as the other spouse is also an employee of the public or parapublic sector.

5-13.04 The board shall not reimburse a female professional for the amounts that Employment and Immigration Canada (C.E.I.C.) could require her to pay under the unemployment Insurance Act, when the said professional's salary exceeds the maximum assurable by one and one half (1 1/2) times.

Section II MATERNITY LEAVE

5-13.05 A pregnant professional shall be entitled to maternity leave of twenty (20) weeks' duration which, subject to clause 5-13.07 must be consecutive.

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

5-13.06 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.

5-13.07 A professional who gives birth prematurely and whose baby is consequently hospitalized shall be entitled to a discontinuous maternity leave. She may return to work before the end of her maternity leave and then finish it when her child's condition no longer requires hospitalization.

5-13.08

To obtain the maternity leave, a professional must advise the board in writing, at least two (2) weeks before the date of departure. Such notice must be accompanied by a medical certificate regarding to the pregnancy and the anticipated due date.

The time limit regarding the presentation of the notice may be shorter if a medical certificate attests that the professional must leave her position sooner than anticipated. In the case of an unforeseen event the professional shall be exempted from the formality of notice, on condition that she give the school board a medical certificate stating that she had to leave her job without delay.

5-13.09

A) Cases eligible for Unemployment Insurance

A 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, is declared eligible for such benefits, shall be entitled, during her maternity leave, subject to clause 5-13.10, to receive:

- a) for each week of the waiting period stipulated in the unemployment insurance plan, compensation equal to 93%** of the basic weekly salary***.

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

** 93%: this percentage was set to take into account the fact that the professional in this situation is exempted from contributing to the pension and unemployment insurance plans, which contributions are, on an average, equivalent to 7% of her salary.

*** By "basic salary" is meant the regular salary of the professional.

- b) for each week she is receiving or could receive unemployment insurance benefits, an additional compensation equal to the difference between 93% of her basic weekly salary and the unemployment insurance benefit which she is receiving or could receive.
- c) for each week that follows the period provided for in paragraph b), compensation equal to 93% of her basic weekly salary, up to the end of the twentieth (20th) week of the maternity leave.

For purposes of paragraph b) of this clause, the additional compensation shall be calculated on the basis of the unemployment insurance benefits that a female professional is entitled to receive without taking into account the amounts deducted from such benefits for the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

B) Cases not eligible for Unemployment Insurance

A professional excluded from unemployment insurance benefits or who is declared inadmissible, shall also be excluded from any other compensation. However:

A full-time professional who has accumulated twenty (20) weeks of service before the beginning of her maternity leave shall also be entitled to compensation equal to 93% of her basic weekly salary, and this for ten (10) weeks, if she is not eligible for unemployment insurance benefits for one of the following reasons:

- i) she did not hold an insurable job for at least ten (10) weeks between the fiftieth (50th) and the thirtieth (30th) week preceding that of the anticipated due date;
- or
- ii) she did not hold an insurable job for at least twenty (20) weeks during the period of reference provided for in the unemployment insurance plan.

A part-time professional who has accumulated twenty (20) weeks of service before the beginning of her maternity leave shall be entitled to compensation equal to 95% of her basic weekly salary, and this for ten (10) weeks, if she is not eligible for unemployment insurance benefits for one of the following reasons:

i) she did not contribute to the unemployment insurance plan;

or

ii) she did contribute but did not hold an insurable job for at least ten (10) weeks between the fiftieth (50th) and the thirtieth (30th) week preceding that of the anticipated due date;

or

iii) she did contribute, but did not hold an insurable job for a least twenty (20) weeks during her period of reference.

If the part-time professional is exempted from contributing to the pension and unemployment insurance plans, the compensation shall be set at 93%.

C) In the cases provided for in paragraphs A) and B) of this clause

a) No compensation may be paid during the vacation period for which a professional is paid.

b) The compensation due for the first two (2) weeks shall be paid by the school board within two (2) weeks of the beginning of the leave; the compensation due after that date shall be paid at two (2) week intervals, the first instalment not being due, however; in the case of the professional eligible for unemployment insurance, until fifteen (15) days after the receipt by the school board of proof that she is receiving unemployment insurance benefits. For purposes of this paragraph such proof shall consist of a statement of benefits, a cheque stub, or information provided by the C.E.I.C. by means of a computerized statement.

- c) Service shall be calculated on behalf of all the employers in the public and parapublic sectors (Civil Service, Education, Social Affairs, Commission de formation professionnelle and Société des traversiers du Québec).
- d) The basic weekly salary of a part-time professional shall be the average basic weekly salary for the five (5) months preceding her maternity leave. If, during that period, the professional received benefits established at a given percentage of her regular salary, it is understood that for the purposes of calculating her basic salary during her maternity leave, the basic salary from which such benefits were established shall be used.

If the period of five (5) months preceding the maternity leave of the part-time professional included July 1st, the basic weekly salary shall be calculated in terms of the rate of salary in force on that date. If, however, the maternity leave includes July 1st, the basic weekly salary shall be adjusted at that date according to the adjustment formula of the salary scale that is applicable to her.

5-13.10

The maternity leave allowance* paid by the Centres de Main-d'Oeuvre du Québec shall be deducted from the benefits to be paid according to the provisions of clause 5-13.09a).

5-13.11

During such maternity leave and the extensions provided in clause 5-13.12, the professional, insofar as she is normally entitled to it, shall benefit from the following:

- death benefit plan;
- health benefit plan, provided that she pay her share;
- accumulation of vacation
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of active service for employment security purposes.

* The allowance in question is currently set at 240\$.

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

5-13.12

If the birth occurs after the anticipated due date, the professional shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she already has at least two (2) weeks of maternity leave left after the birth.

Furthermore, a professional may extend her maternity leave, by four (4) weeks if the health of her child so requires.

During such extensions, the professional shall not receive any benefits or salary.

5-13.13

The maternity leave may last for less than twenty (20) weeks. If a professional returns to work within two (2) weeks of giving birth, she must furnish, at the school board's request, a medical certificate confirming that she is sufficiently recovered to resume work.

5-13.14

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

A professional to whom the school board has sent such notice must report to work upon the expiry of the maternity leave, unless such leave be extended as provided for in clause 5-13.26.

A professional who does not comply with the preceding paragraph shall be deemed to be on leave of absence without pay for a maximum period of four (4) weeks. At the end of this time, the professional who has not returned to work shall be deemed to have resigned.

5-13.15

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 same advantages as those to which she would have been entitled had she been at work.

Section III

SPECIAL LEAVES REGARDING PREGNANCY

Temporary Assignment and Special Leave

5-13.16

When her working conditions expose her or her unborn child to infectious diseases or to physical dangers, the pregnant professional may ask to be temporarily reassigned or transferred to another position which is vacant or temporarily vacant. She must present a medical certificate to this effect as soon as possible.

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

If the school board does not carry out such temporary reassignment or transfer, the professional shall be entitled to special leave effective immediately; unless a temporary reassignment or transfer arises afterward to cancel this special leave, it shall terminate at the beginning of the eighth (8th) week preceding the anticipated due date at which time the maternity leave shall begin.

During the special leave provided for by this clause, the professional shall be entitled to a compensation equal to that provided by article 42 of the Workman's Compensation Act (RSQ chapter A-3). The compensation so paid shall be reduced by any benefits paid for the same purpose by a public organization*. Notwithstanding any other provision of the collective agreement, the total of the compensation or benefits paid for purposes of this paragraph shall not exceed 100% of the professional's net income.

Other Special Leaves

5-13:17

A professional shall also be entitled to special leave in the following circumstances:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a definite period prescribed by a medical certificate which may be verified by a physician of the school board; however, such special leave cannot be extended beyond the beginning of the eighth (8th) week preceding the anticipated due date at which time the maternity leave shall begin;
- b) upon presentation of a medical certificate which prescribed its durations when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the anticipated due date;
- c) for pregnancy-related visits to a health care professional attested to by a medical certificate.

* This has been added to cover the eventuality of the coming into force of special legislative provisions involving the payment of such benefits.

5-13.18

During the special leaves granted under this section, a professional shall receive the benefits provided under clause 5-13.11, insofar as she is normally entitled to them, and under clause 5-13.15. A professional covered by paragraphs a), b) or c) of clause 5-13.17 may avail herself of the benefits of the sick leave or income benefit plans.

Section IV

OTHER PARENTAL LEAVE

Paternity leave

5-13.19

A professional whose spouse gives birth shall be entitled to a leave with pay for a maximum period of five (5) working days. Such leave may be discontinuous and must be taken between the beginning of the birth and the seventh (7th) day following the return of the mother or child to the home*.

Leave for Adoption

5-13.20

The male or female professional who legally adopts a child shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks on condition that the spouse not also benefit from such leave. Such leave must be taken after the date on which the professional has assumed full legal responsibility for the child.

* These clauses replace the social leaves on this subject in the collective agreements.

5-13.21 The male or female professional who legally adopts a child and who does not benefit from the leave provided in clause 5-13.20 shall be entitled to a leave with pay for a maximum period of two (2) working days.*

5-13.22 For each week of leave provided for in clause 5-13.20 a male or female professional shall receive a compensation equal to his or her basic weekly salary, paid at two (2) week intervals.

Leave of absence without Pay

5-13.23 A leave of absence without pay for a maximum period of two (2) years shall be granted to a female professional to extend her maternity leave or to a male professional to extend his paternity leave.

Only one spouse may benefit from a leave of absence without pay unless such leave be divided over two (2) immediately consecutive periods.

5-13.24 A leave of absence without pay for a maximum period of two (2) years shall be granted to a professional to extend his/her leave for adoption.

Only one spouse may benefit from a leave of absence without pay unless such leave be divided over two (2) immediately consecutive periods.

5-13.25 During the leave of absence without pay, the professional shall accumulate seniority and shall retain his/her experience. He/she may continue to participate in the insurance plans that are applicable to him/her, if he/she so requests at the beginning of the said leave and pays all the premiums, including the share of the school board.

* These clauses replace the social leaves on this subject in the collective agreements.

On returning from such leave without pay, he/she shall return to the position occupied on going on leave or to another position to which he is reassigned or transferred by the school board, the whole subject to the other provisions of this agreement.

SECTION V

MISCELLANEOUS PROVISIONS

5-13.26

The periods of the leaves contemplated in clauses 5-13.20, 5-13.23 and 5-13.24 shall be granted following a written request submitted at least two (2) weeks in advance.

5-13.27

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

The professional to whom the school board has sent such notice must report to work upon the expiry of his/her leave for adoption, unless such leave be extended as provided for in clause 5-13.26.

The professional who does not comply with the preceding sub-paragraph shall be considered as being on a leave of absence without pay for a maximum period of four (4) weeks. At the end of such period the professional who has not returned to work shall be considered to have resigned.

5-13.28

The professional, to whom the school board has sent a four (4) weeks notice indicating the expiry date of one of the leaves of absence provided for in clauses 5-13.23 and 5-13.24 must advise the school board of his/her return at least two (2) weeks before the expiry of the said leave. Failure to do so shall be considered as a resignation.

The professional who wishes to terminate his/her leave of absence without pay before the date intended must give at least thirty (30) days written notice of such intention.

5-13.29 The professional who takes a leave for adoption provided for in clause 5-13.20 shall receive the benefits stipulated in clause 5-13.11, insofar as he/she is normally entitled to them, and in clause 5-13.15.

5-13.30 Greater benefits provided for in the last collective agreement shall be renewed for the life of this agreement.

5-13.31 The professional who benefits from a premium for regional disparities by virtue of this agreement shall receive such premium during her maternity leave provided for in Section II.

Notwithstanding the preceding, the total amount received by a female professional in unemployment insurance benefits, compensation and premiums may not exceed 95% of the amount that constitutes her basic salary and the premium for regional disparities.

The professional who benefits from a leave for adoption provided for in clause 5-13.20 shall be entitled to 100% of the premium for regional disparities during the said adoption leave.

SECTION VI

TRANSITORY PROVISIONS

5-13.32 Notwithstanding clause 5-13.01:

- a) This article, with the exception of clauses 5-13.01, 5-13.06, 5-13.08, 5-13.16, 5-13.17 and 5-13.18 including sub-paragraph b) of paragraph c) of clause 5-13.09 shall apply to the professional whose maternity leave began between November 21, 1979 and the date of the signing of this Entente.

For purposes of the foregoing, the first instalment of the compensation, which includes the amount due until then shall be made on the date of the payment of retroactivity on salaries and other obligations to pay. Moreover, for the professional eligible for unemployment insurance benefits, this instalment may only be made after the school board has received proof of payment of unemployment insurance benefits, as defined in the meaning of subparagraph b) of paragraph c) of clause 5-13.09. Subsequent instalments shall be made at intervals of two weeks; and if, on the date on which the clauses were agreed upon at the national level, a professional has already availed himself, for paternity reasons, of a leave without pay, his salary shall be reimbursed up to a maximum number of days provided for this paternity leave under this article; and the professional who did not benefit from the paternity leave shall be entitled to take such leave before June 30, 1980, subject to giving two (2) days notice and up to the maximum number of days provided for such leave.

- b) The male or female professional who legally adopts a child between November 21, 1979, and the date on which the clauses were agreed upon at the national level shall be entitled to the adoption leaves, the whole subject to the conditions and benefits provided for such leaves in this article
- c) The professional on leave without pay on the date on which the clauses were agreed upon at the national level following maternity leave begun before November 21, 1979, shall be entitled to extend such leave without pay up to a maximum of two (2) years, with the benefits conferred by clauses 5-13.23 and 5-13.25, and subject to the conditions stipulated in clause 5-13.28.

The professional who wishes to avail herself of this provision must so advise the school board in writing before the expiry of the initial leave without pay that she wishes to extend.

5-14.00

SPECIAL LEAVES

5-14.01

The professional in service shall be entitled to certain special leaves during which he may be absent without loss of salary or of premiums for regional disparities by reason of the following events:

- a) his marriage: a maximum of seven (7) consecutive days, whether working or not, including the day of the wedding;
- b) the marriage of his father, his mother, his son, his daughter, his brother or his sister: the day of the wedding on condition that he attends;
- c) the death of his spouse*, of his child or of the child of his spouse* if such child lives under the same roof: a maximum of seven (7) consecutive days, whether working or not, including the day of the funeral;
- d) the death of his father, his mother, his father-in-law, his mother-in-law, his brother or his sister: three (3) consecutive days, whether working or not, including the day of the funeral;
- e) the death of his brother-in-law, his sister-in-law, his son-in-law, his daughter-in-law, his grandfather, his grandmother, his grandson or his granddaughter: one (1) day, that is the day of the funeral; however, if the grandfather or the grandmother lived in the home of the professional: three (3) consecutive days, whether working or not, including the day of the funeral;
- f) his ordination, his perpetual vows: three (3) consecutive days, whether working or not, including the day of the event;

* In the sense of clause 5-10.02.

- g) the moving of his place of residence: the day of the moving (once per civil year);
- h) an annual maximum of three (3) working days to cover the following events which are acts of God: disaster, fire and flood which obligé a professional to be absent from work; any other reason agreed between the school board and the association which obliges a professional to be absent from work.

5-14.02

The professional shall benefit of one (1) additional day to 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 the place of residence of the professional and of two (2) additional days if the distance to be covered is more than four hundred (400) kilometres.

Furthermore, regarding the territories of the Crie, Kativik and Nouveau-Québec school boards and the regions affected by the premiums for regional disparities as well as the territory between Tadoussac and the Moisie River if one has to cross the St. Lawrence River, the association 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 full-time professional in service at the school board may use, in conformity with the following paragraph, two (2) days for personal business per school year on condition of a previous notice to the board of at least twenty-four (24) hours.

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

The leave for personal business shall be taken by half-days or by full-days.

- 5-14.04 The professional may be absent without loss of salary and without reducing any bank of leave during the time he must be present before a court of justice as juror or witness in a case to which he is not a party. The professional, upon request by the school board, shall give proof he is thus required to act as juror or witness. He shall remit to the board upon its reception the salary indemnity as juror or witness to which he is entitled.
- 5-14.05 If it is not possible for a professional to notify the board in advance in conformity with this article, he shall do so as soon as possible according to the provisions of clause 8-07.01.
- 5-14.06 The school board shall establish a policy for all its personnel concerning the operations of the board during a snow storm and this, after consulting the Labor Relations Committee.
- 5-15.00 PAID HOLIDAYS
- 5-15.01 Any professional in service shall be entitled to thirteen (13) paid holidays per school year and this, in conformity with the clauses of this article.
- Only the paid holidays when a professional in service would have been entitled to his salary on such days are payable by virtue of this article.
- 5-15.02 These days shall be those listed hereafter:
- New Year's Day
 - Fête nationale des québécois
 - Confederation
 - Labour Day
 - Christmas Day

The other paid holidays shall be determined by the school board before July 1st of each year after consultation of the Labor Relations Committee and taking into account the school calendar.

- 5-15.03 If one of the holidays falls on a Saturday or a Sunday, it shall be rescheduled, after consultation of the Labor Relations Committee, on the preceding or on the following working day.
- 5-15.04 The list of paid holidays shall be posted or otherwise communicated to the professionals at the beginning of each school year.
- 5-15.05 When a paid holiday falls within the vacation period of a professional, such day shall be added to the said vacation period or is rescheduled at a later date, after agreement between the professional and the school board.
- 5-15.06 In the case when a collective agreement applicable on June 30th 1975, or a regulation or a resolution of the school board in force on the date of the signing of the 1975-79 agreement or on the date of the signing of the 1979-82 collective agreement if it is a first collective agreement, provided a system of paid holidays whose application for one of the school years of this agreement would have given a number of paid holidays superior to the one provided for annually in clause 5-15.01, the number of paid holidays provided for in clause 5-15.01 is increased for all the professionals covered by this agreement and to whom clause 5-15.01 applies, for the said school year, by the difference between the number of paid holidays obtained by the application of the former system for the said school year and the one provided for in clause 5-15.01.

Starting with the 1980-81 school year, such supplementary paid holidays shall be determined by the school board taking into account the school calendar and this, after consultation of the Labour Relations Committee.

Notwithstanding any provisions to the contrary, for the 1979-80 school year, the provisions provided for in clause 5-15.02 of the 1975-79 collective agreement continue to apply to those who were entitled to them and apply also mutatis mutandis to the professionals who were not entitled to them by virtue of the 1975-79 collective agreement, but who are entitled to the benefits of this clause. However, in this last case, the supplementary paid holidays are added to the vacations of these professionals; these supplementary days are granted in proportion to the number of months of service during the 1979-80 school year.

5-16.00

LEAVE WITHOUT PAY

5-16.01

A professional may, with the agreement of the school board, benefit from a leave without pay. The duration of the leave without pay shall be agreed upon by the school board and the professional.

The school board may also grant to a professional having acquired his tenure by virtue of article 5-6.00 a leave without pay on a part-time basis and of a fixed duration for reasons it judges valid. The provisions of this article apply mutatis mutandis to the professional who benefits from such a leave.

5-16.02

The professional on leave without pay shall retain during this absence his tenure and the years of experience which were recognized at the time of his departure.

However, the number of years of experience shall continue to increase in the case of a leave without pay for studies.

5-16.03 Furthermore, the professional on leave without pay shall have the right:

- a) to apply for occupations to which he is eligible;
- b) to participate in the group insurance plan provided for in this agreement on condition that he pay in advance the total premium including the share of the school board.

5-16.04 In case of resignation during or at the end of a leave without pay, the professional shall reimburse any amount paid by the school board for and in the name of the professional.

5-16.05 A leave of absence without pay shall be subject to the terms and conditions of departure and return to work agreed upon between the school board and the professional.

5-16.06 The school board may cancel the engagement of a professional who, without justification, does not use his leave without pay for the purpose for which he obtained it.

5-16.07 Upon his return, the professional concerned shall be reinstated in the position he had at the time of his departure on leave or in another position to which he is reassigned or transferred by the school board, the whole subordinated to the other provisions of this agreement.

5-17.00 **LEAVE FOR PROFESSIONAL ACTIVITIES**

5-17.01 Professional activities consist of symposiums, seminars, study sessions and conferences dealing with questions related to the sphere of the occupation of a professional.

5-17.02 The professional may, with the authorization of the school board, be absent from work to participate in a professional activity. This leave of absence is with pay.

5-17.03 The obtaining of a leave of absence as provided for in this article and the reimbursement of any expenses to participants shall be subject to the terms and conditions determined by agreement between the school board and the association.

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 case, the school board shall grant a leave without pay for the duration of the period of the electoral campaign and, as the case may be, for filling the office.

5-18.02 The years during which a professional benefits from a leave of absence without pay by virtue of this article shall be considered years of experience for the purposes of this agreement.

5-18.03 The professional who benefits from a leave without pay to fill a public office must give to the school board a written notice of a least twenty (20) days of his return to the service of the school board.

5-18.04 The professional shall obtain permission to be absent from work for the purpose of being a candidate or for filling a public office which requires occasional absences.

The periods and the terms and conditions of these absences be determined by agreement between the school board and the association.

5-18.05 The professional concerned reoccupies the post which he held at the moment of his departure, or another post to which he is reassigned or transferred by the school board, all governed by the other clauses of the present entente.

5-18.06 The school board may cancel the engagement of a professional who does not use his leave for public office for the purpose for which he obtained it.

CHAPTER

6-0.00

REMUNERATION

PREAMBLE

No professional in the employ of the school board at the time of the signing of the agreement shall suffer a decrease in salary because of the application of the new salary scales.

6-1.00

The school board shall pay the professional the salary provided for hereafter for his classification and placement. The salary scales provided for hereafter apply to the employment groups as described in the Classification Plan.

SALARY SCALES

- Speech therapist, audiologist or officer for the correction of speaking and hearing difficulties

CLASS	STEP	79-07-01 to 80-06-30		80-07-01 to 81-06-30		81-07-01 to 82-06-30		82-07-01 to 82-12-31	
		\$	%	\$	%	\$	%	\$	%
III	1	15 508	3,34	17 630	2,75	19 344	4,72	20 979	3,45
	2	16 115	3,22	18 356	2,61	20 140	4,72	21 828	3,38
	3	16 739	3,10	19 116	2,47	20 974	4,72	22 719	3,32
	4	17 369	2,99	19 925	2,33	21 862	4,72	23 667	3,25
	5	18 041	2,87	20 746	2,20	22 763	4,72	24 629	3,20
	6	18 737	2,75	21 598	2,07	23 697	4,72	25 626	3,14
	7	19 458	2,63	22 506	1,94	24 694	4,72	26 690	3,08
II	1	20 577	2,46	23 889	1,76	26 211	4,72	28 309	3,01
	2	21 319	2,35	24 879	1,63	27 297	4,72	29 469	2,96
	3	22 106	2,24	25 914	1,52	28 433	4,72	30 681	2,91
	4	22 903	2,13	26 986	1,40	29 609	4,72	31 937	2,86
	5	23 724	2,03	28 105	1,30	30 837	4,72	33 247	2,82
	6	24 594	1,93	29 265	1,19	32 110	4,72	34 606	2,77
	7	25 476	1,83	30 476	1,09	33 438	4,72	36 024	2,73
	8	26 409	1,73	31 757	1,00	34 844	4,72	37 525	2,69
I	1	26 383	1,73	31 553	1,01	34 620	4,72	37 286	2,70
	2	27 386	1,63	32 609	0,94	35 779	4,72	38 523	2,67
	3	28 428	1,53	33 702	0,87	36 978	4,72	39 803	2,64
	4	29 508	1,43	34 828	0,80	38 213	4,72	41 121	2,61
	5	30 626	1,33	36 013	0,73	39 513	4,72	42 509	2,58
	6	31 789	1,24	37 221	0,67	40 839	4,72	43 925	2,56

SALARY SCALES

- Readjustment officer (psycho-educator or orthoeducator)
- Pastoral animator
- Student affairs animator
- Scholastic and professional information counsellor
- Social worker or social service officer
- Information officer

CLASS	STEP	79-07-01 to		80-07-01 to		81-07-01 to		82-07-01 to	
		80-06-30		81-06-30		82-06-30		82-12-31	
		\$	%	\$	%	\$	%	\$	%
III	1	15 508	3,34	16 738	2,93	18 365	4,72	19 934	3,54
	2	16 115	3,22	17 372	2,80	19 061	4,72	20 677	3,48
	3	16 739	3,10	18 025	2,68	19 777	4,72	21 441	3,41
	4	17 369	2,99	18 680	2,55	20 496	4,72	22 208	3,36
	5	18 041	2,87	19 381	2,43	21 265	4,72	23 029	3,30
	6	18 737	2,75	20 107	2,31	22 061	4,72	23 879	3,24
	7	19 458	2,63	20 855	2,18	22 882	4,72	24 756	3,19
II	1	20 577	2,46	22 019	2,01	24 159	4,72	26 119	3,11
	2	21 319	2,35	22 790	1,90	25 005	4,72	27 022	3,07
	3	22 106	2,24	23 607	1,79	25 902	4,72	27 979	3,02
	4	22 903	2,13	24 435	1,69	26 810	4,72	28 949	2,98
	5	23 724	2,03	25 287	1,59	27 745	4,72	29 947	2,94
	6	24 594	1,93	26 190	1,49	28 736	4,72	31 005	2,89
	7	25 476	1,83	27 104	1,39	29 739	4,72	32 075	2,86
	8	26 409	1,73	28 073	1,30	30 802	4,72	33 210	2,82
I	1	26 383	1,73	28 045	1,30	30 771	4,72	33 177	2,82
	2	27 386	1,63	29 087	1,21	31 914	4,72	34 397	2,78
	3	28 428	1,53	30 168	1,12	33 100	4,72	35 663	2,74
	4	29 508	1,43	31 287	1,03	34 328	4,72	36 974	2,71
	5	30 626	1,33	32 448	0,95	35 602	4,72	38 334	2,67
	6	31 789	1,24	33 655	0,87	36 926	4,72	39 748	2,64

SALARY SCALES

- Finance officer
- Administration officer
- Measurement and evaluation consultant
- Specialist in teaching methods and techniques

CLASS	STEP	79-07-01 to		80-07-01 to		81-07-01 to		82-07-01 to	
		80-06-30		81-06-30		82-06-30		82-12-31	
		\$	%	\$	%	\$	%	\$	%
III	1	15 724	3,30	16 965	2,89	18 614	4,72	20 199	3,52
	2	16 332	3,18	17 599	2,76	19 310	4,72	20 942	3,45
	3	16 986	3,05	18 280	2,62	20 057	4,72	21 740	3,39
	4	17 664	2,93	18 987	2,49	20 833	4,72	22 568	3,33
	5	18 370	2,81	19 724	2,37	21 641	4,72	23 431	3,27
	6	19 098	2,69	20 481	2,24	22 472	4,72	24,318	3,21
	7	19 855	2,57	21 269	2,12	23 336	4,72	25 240	3,16
II	1	21 050	2,39	22 511	1,94	24 699	4,72	26 695	3,08
	2	21 895	2,27	23 388	1,82	25 661	4,72	27 722	3,03
	3	22 788	2,15	24 315	1,70	26 678	4,72	28 808	2,98
	4	23 699	2,03	25 261	1,59	27 716	4,72	29 916	2,94
	5	24 664	1,92	26 262	1,48	28 815	4,72	31 089	2,89
	6	25 666	1,81	27 301	1,37	29 955	4,72	32 306	2,85
	7	26 703	1,69	28 377	1,27	31 135	4,72	33 566	2,81
	8	27 783	1,59	29 497	1,17	32 364	4,72	34 878	2,77
I	1	27 737	1,59	29 448	1,17	32 310	4,72	34 820	2,77
	2	28 898	1,48	30 655	1,08	33 635	4,72	36 234	2,73
	3	30 107	1,38	31 907	0,98	35 008	4,72	37 700	2,69
	4	31 386	1,27	33 238	0,90	36 469	4,72	39 260	2,65
	5	32 712	1,18	34 613	0,81	37 977	4,72	40 869	2,62
	6	34 094	1,08	36 048	0,73	39 552	4,72	42 551	2,58

SALARY SCALES

- Analyst
- Guidance counsellor or counsellor in scholastic training
- Consultant in Christian education
- Education consultant
- Engineer
- Psychologist or re-education consultant
- Project chief (C.E.C.M.)

CLASS	STEP	79-07-01 to		80-07-01 to		81-07-01 to		82-07-01 to	
		80-06-30		81-06-30		82-06-30		82-12-31	
		\$	%	\$	%	\$	%	\$	%
III	1	16 362	3,17	17 630	2,75	19 344	4,72	20 979	3,45
	2	17 058	3,04	18 356	2,61	20 140	4,72	21 828	3,38
	3	17 787	2,91	19 116	2,47	20 974	4,72	22 719	3,32
	4	18 564	2,78	19 925	2,33	21 862	4,72	23 667	3,25
	5	19 353	2,65	20 746	2,20	22 763	4,72	24 629	3,20
	6	20 172	2,52	21 598	2,07	23 697	4,72	25 626	3,14
	7	21 045	2,39	22 506	1,94	24 694	4,72	26 690	3,08
II	1	22 376	2,20	23 889	1,76	26 211	4,72	28 309	3,01
	2	23 332	2,08	24 879	1,63	27 297	4,72	29 469	2,96
	3	24 328	1,96	25 914	1,52	28 433	4,72	30 681	2,91
	4	25 363	1,84	26 986	1,40	29 609	4,72	31 937	2,86
	5	26 439	1,72	28 105	1,30	30 837	4,72	33 247	2,82
	6	27 559	1,61	29 265	1,19	32 110	4,72	34 606	2,77
	7	28 727	1,50	30 476	1,09	33 438	4,72	36 024	2,73
	8	29 959	1,39	31 757	1,00	34 844	4,72	37 525	2,69
I	1	29 764	1,41	31 553	1,01	34 620	4,72	37 286	2,70
	2	30 781	1,32	32 609	0,94	35 779	4,72	38 523	2,67
	3	31 833	1,24	33 702	0,87	36 978	4,72	39 803	2,64
	4	32 919	1,16	34 828	0,80	38 213	4,72	41 121	2,61
	5	34 061	1,08	36 013	0,73	39 513	4,72	42 509	2,58
	6	35 224	1,01	37 221	0,67	40 839	4,72	43 925	2,56

SALARY SCALES

- Librarian
- Dietician or nutrition consultant
- Occupation therapist, physiotherapist or rehabilitation officer

CLASS	STEP	79-07-01 to 80-06-30		80-07-01 to 81-06-30		81-07-01 to 82-06-30		82-07-01 to 82-12-31	
		\$	%	\$	%	\$	%	\$	%
III	1	14 999	3,44	16 206	3,05	17 781	4,72	19 310	3,60
	2	15 588	3,32	16 823	2,92	18 458	4,72	20 033	3,53
	3	16 211	3,20	17 472	2,78	19 170	4,72	20 793	3,47
	4	16 860	3,08	18 150	2,65	19 914	4,72	21 587	3,40
	5	17 533	2,96	18 851	2,52	20 683	4,72	22 408	3,34
	6	18 226	2,83	19 573	2,39	21 475	4,72	23 254	3,28
	7	18 951	2,71	20 329	2,27	22 305	4,72	24 140	3,23
II	1	19 703	2,59	21 110	2,14	23 162	4,72	25 054	3,17
	2	20 482	2,47	21 920	2,02	24 051	4,72	26 003	3,12
	3	21 295	2,35	22 764	1,90	24 977	4,72	26 992	3,07
	4	22 152	2,24	23 656	1,79	25 955	4,72	28 036	3,02
	5	23 023	2,12	24 559	1,67	26 946	4,72	29 094	2,97
	6	23 947	2,00	25 518	1,56	27 998	4,72	30 217	2,93
	7	24 908	1,89	26 515	1,45	29 092	4,72	31 385	2,88
	8	25 885	1,78	27 529	1,35	30 205	4,72	32 573	2,84
I	1	25 389	1,84	27 014	1,40	29 640	4,72	31 970	2,86
	2	26 200	1,75	27 856	1,32	30 564	4,72	32 956	2,83
	3	27 052	1,66	28 740	1,24	31 534	4,72	33 992	2,79
	4	27 912	1,57	29 631	1,16	32 511	4,72	35 034	2,76
	5	28 816	1,49	30 568	1,08	33 539	4,72	36 132	2,73

6-2.00

PROVISIONS CONCERNING REMUNERATION

6-2.01

Rate of Adjustment

A) Period from July 1, 1979 to June 30, 1980 (P-1)

The salary rates in force on June 30, 1979 will be increased, on July 1, 1979, after a 5,4% adjustment of all the salary scales, made on June 30th by virtue of the last collective agreement, by a variable rate as a basic protection against price increases during the period from July 1, 1979 to June 30, 1980; the value of the latter rate, calculated according to the Y1 formula appearing in appendix 1, shall vary between a minimum of 1% and a maximum of 5.53%.

B) Period from July 1, 1980 to June 30, 1981 (P-2)

The salary rate* in force on June 30, 1980 will be increased, on July 1, 1980, by a rate whose value is equal to the sum of the differences between the percentage increase in the consumer price index** during the period from July 1, 1979 to June 30, 1980 and 3,5% with a minimum guarantee of 5% , and by a variable rate granted as a basic protection against price increases during the period from July 1, 1980 to June 30, 1981; the value of this latter rate, calculated according to the (Y2) formula appearing in appendix 1, shall vary between a minimum of 0,67% and a maximum of 4,30%.***

* By taking into account that professionals of the employment groups "Speech Therapist, Audiologist, Officer for the Correction of Hearing and Speaking Difficulties" shall be accorded, as of 80-07-01, salary parity with professionals in the "Psychologist" employment group.

** Refers to the Consumer Price Index (CPI) for Canada published by Statistics Canada; the method of calculating the percentage increase in the CPI is described in appendix 2.

*** Should an increase in the CPI for the period from 79-07-01 to 80-06-30 be greater than 8,5%, the salary rates on 81-07-01 and 82-07-01 will be recalculated by applying to the readjustment formulas provided for in paragraphs C) and D) of this clause to the new rates of salary in force on 80-07-01.

C) Period from July 1, 1981 to June 30, 1982 (P-3)

The salary rates in force on June 30, 1981 will be increased, on July 1, 1981, by a rate whose value is equal to the sum of the differences between the percentage increase in the CPI* during the period from July 1, 1980 to June 30, 1981 and 3,5% with a minimum guarantee of 5%, and by 4,72%, of which 3,5% is a basic protection against price increases during the period from July 1, 1981 to June 30, 1982**.

D) Period from July 1, 1982 to December 31, 1982 (P-4)

The salary rates in force on June 30, 1982 will be increased, on July 1, 1982 by a rate whose value is equal to the sum of the differences between the percentage increase in the CPI* during the period from July 1, 1981 to June 30, 1982 and 3,5%, with a minimum guarantee of 5%, and by 1,75% granted as a basic protection against price increases during the period from July 1, 1982 to December 31, 1982.

The salary rates will also be increased, on July 1, 1982, by one of the following amounts established according to the applicable increase hypothesis of the CPI*** expressed in percentage, during the period from July 1, 1979 to June 30, 1981.

* The method of calculation is described in appendix 2.

** Should the increase in the CPI for the period from 80-07-01 to 81-06-30 be greater than 8,5%, the salary rates on 82-07-01 will be calculated by applying the readjustment formula provided for in paragraph D) of this clause to the new salary rates in force on 81-07-01.

*** The method of calculating the increase in the CPI for this period is described in appendix 3.

Increase Hypothesis of CPI(n) for the period mentioned %	Amounts* Annual rate \$
if $n \leq 19,50^{**}$	329
if $19,50 < n \leq 25,88$	347
if $n > 25,88$	365

Special Provision

The increases in the salary rates resulting from the application of paragraphs B), C) and D) and the payment of retroactivity resulting from such increases shall be made within three (3) months following the publication of the Consumer Price Index for the month of June of the preceding period.

* These amounts correspond to an estimate of the value of one and six-tenths (1,6) percent of the average salary rate for unionized and unionizable employees in the public and parapublic sectors on June 30, 1982.

** The salary rates and scales indicated in article 6-1.00 were established on the basis of this hypothesis.

6-2.02

Minimum Rate of Increase

- A) For each professional, the minimum rate of increase shall be equal to half of the percentage increase applicable on July 1st of the period in question in relation to the preceding June 30th, to the maximum step of the salary scale of the preceding June 30th corresponding to his employment group.

If the increase in the salary rates for a period of the agreement gives any professional an increase less than the minimum rate as established in the preceding paragraph, the salary rate of the professional on July 1st of the period in question shall be the salary rate he received on the previous June 30th plus such minimum rate of increase.

- B) If the application of the minimum rate of increase established in paragraph A) causes a professional who was over-scale on June 30th of a given year to receive a salary lower than the maximum step of the salary scale corresponding to his employment group, such minimum rate of increase shall be adjusted to allow that professional to reach the level of such step.
- C) The difference between, on the one hand the percentage increase for a professional at the maximum step of the salary scale applicable to his employment group, and, on the other hand, the minimum rate of increase to which he is entitled by the application of paragraph A) or B) shall be paid to him as a lump sum calculated on the basis of his salary rate on June 30th. This lump sum payment shall be divided and shall be paid over each pay period for the period in question.

6-2.03

Reconstruction of the Scales at the End of the Agreement

A) For full-time and part-time professionals

Within three (3) months of the publication of the Consumer Price Index of December 1982, each salary rate in force shall be readjusted, to take effect at the end of this agreement, in the following manner, in relation to the percentage increase in the CPI from July 1, 1982 to December 31, 1982:

Salary rate in force on 82-12-31	X	1+ percentage increase in CPI from 82-07-01 to 82-12-31**
1,0175*		

B) For professionals over-scale

1. At the end of the collective agreement, a professional whose salary rate is higher than the maximum of the salary scale applicable to his employment group shall have his salary rate readjusted by a rate equal to half of the percentage applicable to the maximum step of the salary scale corresponding to his employment group as established in paragraph A.
2. Should such adjustment have for effect to place a professional over-scale during the last agreement at a salary rate below the maximum step of the scale applicable to his employment group, the said adjustment shall be increased to the percentage required to permit the said step to be reached.

* The 1,0175 represents 1 + the basic protection on July 1, 1982.

** The method of calculating the increase in the CPI for six (6) months is described in appendix 4.

3. The difference between, on the one hand the percentage of adjustment of the maximum step on a salary scale applicable to the employment group of the professional and, on the other hand, the rate of the adjustment established for him in conformity with sub-paragraph 1) or 2) shall be remitted as a lump sum payment calculated on the basis of his salary rate before adjustment and shall be granted for the first period of the subsequent agreement.
4. This lump sum shall be divided and paid over each pay period for the period in question.

'6-2.04'

INCOME PROTECTION

A) For full-time professionals

Within three (3) months of the end of each period of the collective agreement, a lump sum payment, intended as compensation for the decline of his purchasing power which may have occurred during the said period, despite the basic protection built into the salary rate, shall be granted to every full-time professional who meets the following conditions:

- 1) was, from the beginning of the period of reference, at the maximum class of the salary scale applicable to his employment group, on condition, however, that he did not reach such maximum on the same day as the beginning of the said period of reference;
- 2) is still employed at the end of the period of reference;
- 3) continues, at the end of the same period of reference to be situated at the maximum of the same class of the salary scale as at the beginning of the period and who has not been on leave of absence without pay for the whole of the period of reference.

The lump sum payment to be granted shall be equal to the result of the following calculation:

- 1) For each period of the agreement, with the exception of that beginning 1 July 1982 and ending 31 December 1982. The basic salary (BS)* of every professional at the beginning of the period of reference is divided by the sum of one (1) and the percentage of increase granted as a basic protection (BP) on this same date added to, if any additional percentage added then multiplied by the difference between the average, expressed in percentage, of the monthly variations (AMV) of the CPI during the period of reference** and the percentage of increase granted as a basic protection (BP) at the beginning of the same period added to, if any, by any additional percentage added to the basic protection, and this according to the following formula:

$$\frac{\text{BS}}{1 + (\text{BP} + \text{any additional percentage if any, granted at the beginning of the period})} \times \text{AMV} - (\text{BP} + \text{any additional percentage, if any, granted at the beginning of the period})$$

* For the purposes of applying the following formula, the basic salary shall be the annual salary.

** The formula for the calculating of the average of the monthly variations for a twelve (12) months period is found in appendix 5.

- 2) For the period from July 1, 1982 to December 31, 1982, the same operation as described in sub-paragraph 1) preceding with the following three (3) modifications:
 - a) for purposes of applying of the formula, the supplementary percentage granted at the beginning of the period shall equal the percentage obtained by dividing the additional increase resulting from the application of sub-paragraph 2 of paragraph D) of clause 6-2.01, by the salary applicable of June 30, 1982:
 - b) the average monthly variations (AMV) of the CPI is established on a six (6) months' basis*.
 - c) the product of the calculation shall be divided by two (2) since the salary used is that for a year and the period covered is of six (6) months' duration.

* The formula for the average monthly percentage variation of the CPI for a period of six (6) months is found in appendix 6.

B) For Part-time Professionals

Within three (3) months following the end of each period of the collective agreement, a lump sum payment, intended to compensate for the decline in his purchasing power that could have occurred during that period, in spite of the basic protection integrated into his salary rate, shall be given to every part-time professional who meets the following conditions:

- 1- was employed at the beginning of the period of reference on condition, however, of not having benefited from an advance in step on the same day as the beginning of the said period of reference;
- 2- remains employed at the end of the period of reference;
- 3- remains, at the end of the same period of reference, at the same step of the same salary scale as at the beginning of the period.

The amount of the lump sum payment shall be calculated in the same way as that for a full-time professional, but must be adjusted in proportion to the time worked in relation to a full-time professional in the same employment group.

C) For Professionals over-scale

For purposes of this article, the professional whose salary is greater than the maximum of his class on the salary scale applicable to his employment group, shall be considered as being paid on the basis of the maximum of the said salary scale and the lump sum payment to which he is entitled to compensate for a decline in his purchasing power shall be calculated on the said basis.

6-3.00

REGIONAL DISPARITIES

6-3.01

Definitions

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

1- Dependent:

A dependent as defined in the Income Tax Act, providing said dependent resides with the professional. However, for the purposes of this article, the incomes earned from employment by the professional's spouse shall not nullify the latter's status as a dependent.

The fact that a child attends a public secondary school in a place other than in the professional's place of residence shall not nullify his status as a dependent, providing no such secondary school is accessible where such professional lives.

Point of Departure:

Domicile, in the legal sense of the word upon engagement. The said point of departure may be modified by agreement between the school board and the professional.

2- Sector V

Akulivik, Ivujivik, Sugluk, Maricourt, Koartak, Belin, Aupaluk, Baie-aux-Feuilles, Port-Nouveau-Québec.

Sector IV

Nouveau-Comptoir, Eastmain, Fort Rupert, Némiscau, Inoucdjouac, Povungnituk.

Sector III

The territory situated North of latitude 51 degrees including the reserve of Mistassini, Fort Chimo, Poste-de-la-Baleine, Fort George, Radisson, Sakami, Keyano and Caniapiscau with the exception of school municipalities of Gagnon, Fermont, Schefferville and of the localities specified in sectors IV and V.

The territory of Parent, Sanmaur, Casey, Lac Cooper and Clova.

The territory extending East of Hâvre-St-Pierre to the limit of Labrador and including the Island of Anticosti.

Sector II

The school municipalities of Gagnon, Fermont and Schefferville.

The territory of Côte-Nord, situated East of the Moisie river and extending to Hâvre-St-Pierre inclusively.

The school municipality of des Iles.

Sector I

The school municipalities of Chapais-Chibougamau, Joutel-Matagami, Quévillon, Lac Témiscamingue and the reserve of Waswanipi.

6-3.02

Level of Premiums

A professional working in one of the sectors mentioned in 6-3.01 shall receive the following isolation and remoteness premiums:

a) For the period 79/07/01 to 80/06/30

	<u>With</u> <u>dependent(s)</u>	<u>No</u> <u>dependent</u>
Sector V	7 851 \$	4 453 \$
Sector IV	6 654 \$	3 774 \$
Sector III	5 117 \$	3 198 \$
Sector II	4 065 \$	2 710 \$
Sector I	3 289 \$	2 300 \$

- b) For the period extending from 80/07/01 to 81/06/30 , the same amount as in subparagraph a) increased by 8,5%.
- c) For the period extending from 81/07/01 to 82/06/30 the same amount as in subparagraph a) increased successively by 8,5% and by 8,5%.
- d) For the period extending from 82/07/01 to 82/12/31 the same amount as in subparagraph a) increased successively by 8,5%, 8,5% and 3,5%.
- e) The increases provided for, which represent the expected changes in the CPI for the periods contemplated in subparagraphs b) (8,5%), c) (8,5%) and d) (3,5%), shall be revised, if need be, to take into account the actual changes in the CPI. The method for calculating the CPI for periods b) and c) appears in appendix 2 and that for period d) appears in appendix 4 of this agreement.

6-3.03

The amount of the isolation and remoteness premiums shall be adjusted in proportion to the length of the assignment of such professional to the territory of a school board within one of the sectors described in clause 6-3.01.

6-3.04

If both members of a couple work for the same school board, or if each works for a different employer in the public and para-public sectors, only one of the two may receive the premium applicable to a professional with dependent(s), if he has one or more dependents other than his spouse, each shall be entitled to the premium for those with no dependent, notwithstanding the definition of the term "dependent" appearing in clause 6-3.01.

Other Benefits

6-3.05

The school board shall assume the following expenses incurred by every professional recruited from more than fifty (50) kilometres from the place where he shall carry out his duties, provided said place be situated within one of the sectors described in clause 6-3.01.

- a) The transportation expenses of the displaced 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;
 - 137 kg for each child under twelve (12) years of age;
- c) the cost of transporting his furniture, where necessary;
- d) the cost of transporting his vehicle, where necessary, by road, boat or train;
- e) the cost of storing his furniture, where necessary.

These expenses shall be assumed by the school board up to the point of departure on presentation of supporting vouchers.

6-3.06

If the professional, eligible for the provisions of paragraphs b), c) and d) of clause 6-3.05, 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 his assignment.

6-3.07

These expenses shall be payable provided that the professional not be reimbursed for such expenses under any other plan, such as the Federal Labor Mobility Plan, and in the following cases only:

- a) the professional's first assignment;
- b) the cancellation or non-renewal of the contract by the school board;

- c) the reassignment or transfer at the request of the school board or of the professional;
- d) breach of contract or resignation by a professional; however, in the cases of sectors I and II the reimbursement shall be made in proportion to the period worked in relation to a reference period of one (1) year;
- e) when a professional obtains a leave of absence for educational purposes; in this case a professional shall also be entitled to receive the expenses contemplated in clause 6-3.05 where the point of departure is fifty (50) kilometres or less from his place of work.

These expenses shall be assumed by the school board from the point of departure upon presentation of supporting vaucher.

Outings

6-3.08

The school board shall reimburse a professional recruited at more than fifty (50) kilometres from his place of employment, for the expenses arising from the following outings, provided that the said place of employment be located in one of the sectors contemplated in clause 6-3.01:

- a) for the school boards of Nouveau-Québec, Crie, Kativik, du Littoral as well as the territory extending East of Hâvre-St-Pierre to the limit of du Littoral school board and including the Island of Anticosti: three (3) trips per year, for the professional and his dependents to the place of his domicile upon engagement, unless he agrees with the school board to a different arrangement;
- b) for Gagnon, Fermont, Schefferville: three (3) trips per year for the professional and his dependents up to the road network;
- c) for the other places not connected with the national road network: one (1) trip per year for the professional and his dependents, up to the road network, if such is the case.

The expenses assumed by the school board by virtue of this clause shall cover the return trip up to point of departure and shall be reimbursed on presentation of the supporting vouchers.

Reimbursement of Transit Expenses

6-3.09

The school board shall reimburse a professional, on presentation of the supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels where necessary), for himself and his dependents when he is engaged and on any authorized trip, on condition that such expenses not be assumed by a carrier.

Death of a Professional

6-3.10

In the event of the death of a professional or of one of his dependents, the school board shall pay for the repatriation of the mortal remains.

Transport of food

6-3.11

The professional who must provide his own supply of food in sectors V and IV and in the localities of Fort Chimo, Poste-de-la-Baleine, Fort George, Radisson, Sakami, Keyano and Caniapiscaw of sector III, shall benefit from the payment of the cost of transportation of this food up to the following weights:

- 727 kg per year per adult or per child of twelve (12) years or more;
- 364 kg per year per child of less than twelve (12) years.

This benefit is granted according to one or the other following formulas;

- a) either the school board takes care of the transportation and assumes the cost directly;
- b) or it shall pay to the professional an allocation equivalent to the cost which would be incurred with the first formula.

Vehicle at the Professional's Disposal

- 6-3.12 In all localities where the use of private vehicles is forbidden, the school board may agree by local arrangement in virtue of article 9-4.00 of the present agreement to place vehicles at the professional's disposal.

Lodging

- 6-3.13 The obligations and practices of the school board to provide lodging for a professional at the time of engagement, shall be maintained only where they already exist.

- 6-3.14 The rent charged to professionals for whom housing is provided in sectors V, IV, III and in the towns of Gagnon, Fermont, and Schefferville shall be maintained at their level on June 30, 1979.

Retention Premiums

- 6-3.15 The retention premium, equal to 8% of the annual salary, shall be maintained for professionals working in the school municipalities of Sept-Iles (i.e., Clarke City) and Port Cartier.

Wherever else such premium may have existed, it shall be abolished.

Provisions of previous collective agreements

- 6-3.16 In the event of benefits greater than the current plan for regional disparities resulting from the application of the last collective agreement, they shall be renewed including the moving expenses and commission as compensation for lodging for the territories of the commissions scolaires régionales du Golfe and de la Côte Nord.

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 only be modified with the agreement of the national negotiating parties and this, for the duration of this agreement.

6-4.02

The employer group at the national level may add an employment group to the classification plan, but it must first consult the F.P.S.E.Q..

6-4.03

The national negotiating parties shall agree to discuss, within thirty (30) days of the request of either party, the salary scales of the employment groups which have been added, during this agreement, to the classification plan.

6-4.04

If a disagreement between the national negotiating parties concerning the determination of the salary scales at the end of the thirty (30) days contemplated in the preceding clause, either party may, within forty-five (45) days of such disagreement, submit such question directly to arbitration as provided for in article 9-2.00. The arbitration tribunal seized of such disagreement shall determine the said salary scales on the basis of those provided in this agreement or in the public sector for employment groups of a similar nature. Such disagreement shall be given priority when the arbitration roll is drawn up.

6-5.00

CLASSIFICATION IN AN EMPLOYMENT GROUP UPON ENGAGEMENT

6-5.01

The professional remains classified in the employment group in which he is on the date of the signing of this agreement.

6-5.02

The professional who is hired after the signing of this agreement shall be classified in one of the employment groups provided for in the Classification Plan, taking into account the occupation which the school board assigns him.

6-5.03

The professional may contest by grievance the employment group to which the school board has assigned him. The Arbitration Tribunal faced with such a grievance, shall be mandated to decide in which employment group the professional shall be classified, taking into account the occupation which has been assigned to him.

6-5.04

The school board may assign to a professional the duties of two (2) employment groups. In such 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 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.-1

The professional possessing one or more years of experience judged directly pertinent to the performance of his occupation shall be placed in the class and on the step corresponding to his years of experience, taking into account the length of stay in a class and step as established in articles 6-11.00 and 6-12.00.

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

6-6.02

For the purposes of this article, a year of experience shall comprise twelve (12) months of work on a full-time basis or the equivalent, including the period of vacation.

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 constitute a 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 a half year of experience for the professional integrated into class III of his employment group.

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 Quebec or, if the studies were followed in a Quebec university, according to the system in effect at that university at that time, successfully completed in a discipline judged directly pertinent to the performance of the occupation 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 be equivalent only to one (1) year of pertinent experience if the professional has not obtained the Master's or the Doctorate.

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

6-7.02

One (1) year of university studies at the bachelor's level, successfully completed in a discipline judged directly pertinent to the performance of the occupation of the professional, shall be equivalent to one (1) year of pertinent experience.

In order to benefit from the provisions of this clause, a professional must already possess a bachelor's degree according to the system actually in effect in the universities of Québec or if the degree was obtained in a Québec university, according to the system in effect at that university at the time at which the degree was obtained.

6-7.03

Only the number of years normally required by the university to complete the studies full-time, shall be counted.

6-8.00

PLACEMENT AT THE DATE OF THE SIGNING OF THIS AGREEMENT

6-8.01

The salary step of the professional in the employ of the school board on June 30, 1979 shall be established in the following manner:

- a) the salary step shall be established horizontally with respect to that which he obtained on June 30, 1979, (that is, he shall pass to the same step on the new salary scale);
- b) thereafter, there shall be advancement in step or in class, as the case may be, according to the provisions of this agreement.

6-8.02

The salary step of the professional whose engagement takes place between June 30, 1979 and the date of the signing of this agreement shall be established in the following manner:

- a) the salary step shall be established horizontally with respect to that which he obtained upon his engagement (that is, he shall pass to the same step on the new salary scale);
- b) thereafter, there shall be advancement in step or in class, as the case may be, according to the provisions of this agreement.

6-9.00

PLACEMENT OF THE PROFESSIONAL UPON ENGAGEMENT

6-9.01

The class and the step of a professional shall be determined by the school board at the date of his engagement in relation to his qualifications and to his experience judged directly pertinent to the performance of his occupation.

6-9.02

The professional without experience judged directly pertinent to the performance of his occupation shall be placed on the first step of Class III, subject to the provisions of article 6-7.00.

6-9.03

A professional may contest the school board's evaluation of his qualifications and experience through the grievance procedures provided in chapter 9-0.00.

6-10.00

PLACEMENT OF THE PROFESSIONAL UPON A TRANSFER

6-10.01

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

However, where a transfer occurs after July 1st of a given year, he shall maintain during that year the salary applicable on July 1st, if the new salary scale is inferior to his present one.

As of the school year following his transfer he shall benefit from the application of clause 6-2.02 of this agreement.

6-10.02

The professional whose job changes during the life of this agreement may, if he believes that such a change implies a transfer to another employment group with a salary higher than that which he is receiving, lodge a grievance.

In such case, the arbitration tribunal shall have the mandate described in clause 6-5.03 of this agreement.

This clause shall not apply to the cases contemplated in article 6-5.00 of this agreement.

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 class III.

6-11.02 The advancement in step shall be granted on July 1st or January 1st on condition that the professional have completed, in this role, a continuous period of at least nine (9) months in the case of an annual advancement or four (4) months in the case of a semi-annual advancement.

6-11.03 Beyond these requirements, the advancement of step cannot be refused except in the case of unsatisfactory performance. In this case the school board shall give, in writing, to the professional the reasons for the refusal.

In such a case, a grievance may be lodged by the professional.

6-11.04 The school board may grant an accelerated advancement of one step at the date of regular advancement in step of a professional for exceptional performance during the reference period preceding the date of advancement.

No grievance may be lodged against the school board with regard to the application of this clause.

6-11.05 At the 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 An advancement in class shall not change the date of advancement in step.

6-12.00 ADVANCEMENT IN CLASS

SECTION A: ACCESS TO CLASS II

6-12.01 When a professional begins the last step in class III he shall be placed on the first step of class II. The advancement from class III to class II shall be only refused by the school board following a performance of the professional which is judged unsatisfactory or when the professional is incapable of performing his occupation in an autonomous manner. If the school board refuses this advancement to the professional, it must furnish the reasons in writing.

A professional may then contest such refusal according to the procedures provided in chapter 9-0.00 of this agreement.

When a refusal of advancement of class occurs and is not contested, the professional shall undergo a new evaluation at the date of his next advancement in step.

SECTION B: ACCESS TO CLASS I

6-12.02 The advancement of the professional from class II to class I shall be granted after evaluation if, in the opinion of the school board the former meets the criteria determined in this regard by the school board, after consultation with the Labor Relations Committee.

These criteria shall take into account that professionals in class I, by virtue of their ability, participate in the development of the responsibilities of their employment group.

When a refusal of advancement of class occurs the professional shall undergo a new evaluation at the date of his next advancement in step.

6-12.03

Upon written request by the professional made at least ninety (90) days before the date of his or her admissibility to class I, the school board shall carry out an evaluation of the professional and shall give a decision in writing within thirty (30) days of the reception of the request. In case of a refusal of advancement to class I, the board must indicate the reasons of its decision.

Upon written request by the professional who has been refused advancement to class I made at least forty-five (45) days before the date of his or her admissibility to class I, the professional shall be received before a jury constituted by the school board and composed of three (3) persons but excluding the person who has made the evaluation in conformity with the preceding paragraph. The jury shall communicate at least fifteen (15) days before the date of admissibility to class I, its recommendation to the school board which must communicate to the professional its final decision in writing before the date of his or her admissibility to class I such final decision must indicate the reasons for the refusal of advancement to class I.

The board may not invoke budgetary restrictions as a reason to refuse advancement to class I.

No grievance may be lodged against the school board following a refusal of an advancement to class I carried out in conformity with the present agreement.

6-12.04

The advancement from class II to class I is possible on the date of normal advancement in step by the professional when he or she begins the 6th step of class II.

The professional who reaches class I according to the provisions of this section and who is situated at the 6th step of class II is placed in the 1st of class I; he who is situated at the 7th step of class II is placed in the 2nd step of class I; he who is situated at the 8th step of class II is placed in the 3rd step of class I.

6-12.05 Advancement from class II to class I is effective on the date of his normal advancement in step immediately following such request.

6-12.06 Notwithstanding the first two paragraphs of 6-12.03, the professional admissible to class I on July 1st, 1980 who has not made a request for advancement to class I before the date of the signing of this agreement and who wishes to advance to class I must make his written request within ten (10) days of the signing of this agreement.

Within thirty (30) days of the signing of the agreement, the school board shall make the evaluation of such professional and shall give him its written decision. In case of a refusal of advancement to class I, the board must indicate the reasons for its decision. If such professional is refused his advancement to class I, upon written request by the professional made within forty-five (45) days of the signing of this agreement, he shall be received before a jury constituted by the school board and composed of three (3) persons but excluding the person who has made the evaluation in conformity with the preceding paragraph. The jury shall communicate, within thirty (30) days following the reception of the written request, its recommendation to the school board which must communicate its final decision within ninety (90) days of the signing of this agreement. Such final decision must indicate, as the case may be, the reasons for the refusal of advancement to class I.

For the professional whose request for advancement has been made before the signing of this agreement, the provisions of the 1975-79 collective agreement regarding the procedure for advancement to class I shall continue to apply and must be completed within ninety (90) days of the signing of this agreement. However, if the professional has not yet been received before a jury at the date of the signing of this agreement, the jury shall then be constituted according to this agreement.

6-13.00

PAYMENT OF SALARY

6-13.01

The total annual salary of a professional shall be paid in twenty-six (26) equal installments, of which twenty-four (24) are equal, by cheque sent, to his place of work, under individual cover, every second (2nd) Thursday.

6-13.02

If these Thursdays are not working days, the payment shall be remitted to, the professional on the last working day which precedes these Thursdays.

6-13.03

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

6-13.04

The professional who leaves the service of the board before the end of the school year or before the end of his contract for whatever reason, shall receive, upon his departure, the amounts which are due him by calculating that one day of salary is equivalent to $1/260$ of the total annual salary. The school board shall likewise pay him upon his departure the accumulated days of vacation due at the rate of $1/260$ per day.

- 6-13.05 The following information must appear on the cheque stub:
- surname and given names of the professional;
 - date and pay period;
 - salary for regular hours of work;
 - overtime pay;
 - detail of deductions;
 - net pay;
 - the cumulative total for each of the preceding if the pay system allows for it.
- 6-13.06 After agreement between the school board and the association, the board deducts from the salary of the professional who gives authorization in writing, a regular amount indicated by the professional for deposit in a credit union or a caisse populaire.
- 6-13.07 If the school board overpays or underpays a professional, the latter shall be consulted before any decision is taken regarding the method of reimbursement.
- 6-13.08 A professional who leaves the employ of the school board shall retain, after his departure, the right to lodge a grievance, according to the procedures in chapter 9-0.00, concerning the application by the school board of clause 6-13.04 of this article.
- 6-13.09 Clause 6-13.05 may be replaced by other provisions by means of a local arrangement in conformity with the provisions of article 9-4.00. The school board and the association may also, through the same procedure, agree upon other ways of remitting salary to the professional.

CHAPTER 7-0.00 PROFESSIONAL IMPROVEMENT

7-1.00 GENERAL PROVISIONS

7-1.01 The development of human resources is the responsibility of the school board and is conceived in relation to the needs of the milieu.

7-1.02 The professional improvement activities include:

- a) organizational training, that is, activities with a bearing on the acquisition of abilities to improve the operation of the service or of the institution;
- b) occupational training, that is, activities with a bearing on the acquisition of abilities specific to one's professional occupation.

7-1.03 The professional who, when authorized by the school board, follows a professional improvement activity during his regular schedule of work receives the salary he would receive if he were at work. The regular schedule of work of this professional is not modified by this fact except by agreement between the professional and the school board.

7-1.04 The school board shall respect the engagements undertaken prior to the date of the signing of this agreement with a professional in its employ and permit him to complete the professional improvement activities already begun.

The sums involved by the engagements mentioned in this clause shall be deducted from the amounts provided for in clause 7-3.02.

7-2.00 FORMULA FOR PROFESSIONAL IMPROVEMENT

7-2.01 The improvement of professional personnel is made at two levels:

- 1o) at the level of the school board (local professional improvement);
- 2o) at the level of one or of groups of school boards (regional professional improvement).

7-3.00 LOCAL PROFESSIONAL IMPROVEMENT

7-3.01 The school board shall consult the association within the framework of the Labour Relations Committee, or of a parity committee set up for the purpose and shall establish a local policy for the development of human resources applicable to the professional personnel in its employ. Two (2) or more boards may join together for the application of this article.

In such case, the total annual amount available shall be equal to the sum of the annual amounts provided for each school board. The use of such funds need not, necessarily, respect the percentage of support of each of the participating school boards.

7-3.02 The amount allocated to this type of professional improvement shall be eighty-one (81\$) dollars per regular professional in the employ of the school board and must be used exclusively for the professional improvement activities of the said professionals.

7-3.02 (cont'nd)

This amount shall be available as of the 1979-80 school year and must include all the expenses for professional improvement paid either by virtue of the present system of professional improvement or by virtue of the extension, after June 30-th 1979 of the professional improvement system, either local, regional or national provided for in the 1975-79 collective agreement.

Any sums not used in a given year shall be added to those provided for the following year.

7-4.00

REGIONAL PROFESSIONAL IMPROVEMENT

7-4.01

The school board shall facilitate the participation of its professionals to the professional improvement activities in the regional professional improvement plan.

It is understood that the school board co-ordinates the absences of its professionals with regard to the normal operation of its sectors of activity.

7-4.02

The modalities relative to the elaboration of the regional professional improvement activities are those provided for in appendix "J" of this agreement.

7-4.03

An amount of 50 000\$* per school year shall be set aside to facilitate as a priority the accessibility of professional improvement activities to professionals of the school boards of the school regions 1, 8 and 9, especially to defray the travelling and lodging expenses for the said professionals.

The sums available for one school year and not utilised or not engaged shall be added to the sums available for the following school year.

7-4.04

An amount of 50 000\$* per school year shall be set aside to facilitate as a priority the professional improvement of the professionals who find themselves in lesser number in their employment groups for professional improvement activities.

The sums available for one school year and not utilised or not engaged shall be added to the sums available for the following school year.

7-4.05

In order to insure the good operation of the professional improvement activities, the Ministère, the Federation and the union parties at the national level representing the professionals shall form, within sixty (60) days of the signing of this agreement, a professional improvement parity committee (C.P.P.) having as mandate:

- To analyse the overall state of professional improvement at the level of all the school regions.
- To allot the amounts provided for in clauses 7-4.03 and 7-4.04 of this article after a study of the requests made to that effect.
- To transmit to the school regions the appropriate recommendations aiming to facilitate and improve the professional improvement activities.

This committee is constituted as follows:

- Four (4) representatives of the employer group at the national level and two (2) representatives of each union party at the national level to represent the professionals.

* This amount shall be allotted for all of the professionals of the school boards and regional boards.

CHAPTER

8-0.00

WORK SYSTEM

8-1.00

DURATION OF WORK

8-1.01

The work year of the professional shall be from July 1st to the following June 30th.

8-1.02

The policy existing on June 30th 1975 concerning the number of hours of work for the professionals shall be maintained for the duration of this agreement.

8-1.03

The school board and the association may agree, for the purpose of fixing a summer schedule, upon a different distribution of the regular work schedule as long as this distribution does not imply a reduction of the total annual number of hours of work.

8-2.00

WORK SCHEDULE

8-2.01

Within sixty (60) days of the signing of this agreement, the school board shall determine, after consultation with the Labour Relations Committee, the work schedule for professionals. This schedule is established so as to reduce to a minimum the evening work and weekend work, without prejudice to the services to be rendered more specifically that concerning adult education as well as meetings with parents.

8-2.02

A change in the schedule takes effect after consultation with the Labour Relations Committee.

8-2.03

Travelling time in the service of the school board must be considered as time of work if the professional travels with authorization from a place of work to another within the territory of the school board. As to travels of the professional outside the territory of the school board, they are governed by the policies of the school board.

8-3.00

OVERTIME WORK

8-3.01

Overtime work refers to work a professional carries out outside his work schedule or during a paid holiday and which is required by the school board or authorized by it. It shall only be counted for the excess over a period of thirty-five (35) hours.

The professional who carries out overtime work shall receive a compensatory leave or shall be remunerated at the rate of straight-time.

The fact that the professional occasionally prolongs his working day by a period of less than one hour does not constitute overtime work.

8-3.02

A compensatory holiday must be taken before the end of the month which follows the period during which the overtime work took place, in time and for the period agreed upon by the school board and the professional.

At the expiration of this delay the professional can arrange with the school board to defer this holiday, or be paid for it.

This is choice cannot be changed.

8-4.00

ANNUAL VACATION

8-4.01

Subject to the other provisions of this article, the professional shall be entitled, during the twelve (12) months following June 30th of each year, to annual vacations, the duration of which shall be determined according to the following list:

Continuous service*
as of June 30th

Accumulation of vacation
credits from July 1st to
June 30th (working days)

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 and more	25 days

The regular part-time professional may, with the agreement of the school board, obtain a leave without pay to complete a period of annual vacation to twenty (20) working days.

* Continuous service means the period during which the professional has been in the employ of the school board in a continuous manner and in any function, subject to clauses 8-4.02 and 8-4.03.

- 8-4.02 An absence for which this agreement provided for the payment of salary does not interrupt a period of continuous service.
- 8-4.03 One or more absences for disability the duration of which does not exceed six (6) months per school year or per period of disability shall not have the effect of reducing the vacation credits.
- Absences other than for disability for which this agreement does not provide for payment of salary may be included in this exemption of absences for disability on the condition that the total number of days of the exemption do not exceed sixty (60) working days.
- The maternity leave provided for in clause 5-13.03 does not effect vacation credits.
- 8-4.04 The usual period for vacations is between July 1st and August 31st.
- 8-4.05 Before May 15th, the professional submits in writing his vacation project. This project must contain two (2) choices of dates and take into account the exigencies of the service.
- 8-4.06 The dates of vacations of the professional are approved by the school board. The latter may refuse a vacation project when justified by the exigencies of the service.
- If many vacation projects are situated in the same period, seniority is the decisive factor, if need be.
- 8-4.07 A vacation project approved by the school board is definitive.
- 8-4.08 Any 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 case, he shall submit his choice according to clause 8-4.06.

8-4.09 Notwithstanding the preceding clauses of this article, the school board, after consultation of the Labour Relations Committee, before May 1st of each year, may determine a period of total or partial cessation of its activities for the purpose of taking vacations; the duration of such period may not exceed ten (10) working days. In this case, the professional shall be permitted to take the rest of his vacations outside the usual vacation period indicated in clause 8-4.04 if the exigencies of the service permit it.

8-4.10 Clauses 8-4.04, 8-4.05, 8-4.06 and 8-4.09 may be replaced by other provisions by means of a local arrangement in conformity with the provisions of article 9-4.00.

8-5.00 **REIMBURSABLE EXPENSES**

8-5.01 Travelling expenses and all other expenses made during travels by professionals arising from their occupation shall be reimbursed according to the policy in force at the school board.

However, should the school board establish inferior norms during the life of this agreement, the norms in force at the time of the signing of this agreement shall continue to apply.

8-6.00 **PRACTICE OF THE PROFESSION**

8-6.01 The occupation of a professional shall consist of the performance of the activities of counseling, coordination, animation or administration in a given sector of activities.

The occupation of a professional who is a member of a professional corporation is performed within the scope of the field of activity defined by the Classification Plan for his employment group, making allowance for the prescriptions of the Professional Code and of a professional legislation in connection with the said Code.

The occupation of a professional who is a consultant in Christian education or a pastoral animator is performed within the scope of the field of activity defined by the Classification Plan for his employment group, making allowance for the prescriptions of his pastoral mandate.

8-6.02

The school board must, to the extent possible, assure the professional the material and technical conditions required for the performance of his occupation and, in particular, furnish an adequate secretarial service.

8-6.03

The school board must, when it intervenes in the work of a professional, respect the recognized technical and ethical norms which govern the practice of his occupation.

8-6.04

A professional may require that a document of which he is the author or which was prepared under his responsibility bear his signature and that his name appear on any publication or reproduction of the document.

The board may not inscribe the name of a professional as the author or the person responsible for a document if he has not signed it nor require him to sign such a document.

The stipulations of this clause shall apply mutatis mutandis to the fabrication of technical material.

8-6.05

The school board must foster the realization of the program of psychology, of the program of guidance and of the program of school pastoral animation.

The elaboration of these programs is made with the participation of the psychologists, of the guidance counselors, of the pastoral animators and of the consultants in Christian education.

These programs must fit within the education framework of the school.

8-7.00

REGULATION CONCERNING ABSENCES

8-7.01

The professional shall advise the board as soon as possible of any absence and shall communicate the reason for such absence to the school board, in writing, if so requested.

8-7.02

One day of absence for which this agreement does not provide for a remuneration shall entail the deduction of one-two hundred and sixtieth ($1/260$) of the total annual salary.

CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES

9-1.01 PROCEDURE FOR THE SETTLEMENT OF GRIEVANCES

9-1.01 Any professional, whether or not he is accompanied by the local 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, any grievance which may arise during the life of this agreement, the school board and the association shall comply with the following procedure.

9-1.03 A grievance may be lodged with the school board by a professional or by the association acting for said professional.

The notice of grievance shall be submitted, by registered or certified mail, or otherwise delivered to the authority designated by the school board within ninety (90) days of the event giving rise to the said grievance.

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

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

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

For the purposes of submission of a grievance in writing, a professional or association may make use of the form annexed to this agreement.

9-1.04

Within twenty-five (25) days of the mailing or delivery of the notice of grievance, the authority designated by the school board shall meet the association, provide a written decision to it and shall transmit a copy to the professional concerned.

9-1.05

If the meeting mentioned in clause 9-1.04 has not taken place in the allowed delays or if the association feels that the decision contemplated in that clause is inadequate, or if such decision not be received within the prescribed delay, the association may submit the said grievance to arbitration in conformity with the procedure described in article 9-2.00.

9-2.00

Arbitration Tribunal

9-2.01

Any grievance may be referred to arbitration, by the association according to the following procedure:

9-2.02

Any association wishing to submit a grievance to arbitration must, within forty-five (45) days of the expiry of the delay contemplated in clause 9-1.04, give written notice to this effect to the school board and to the first chairman* whose name appears in clause 9-2.03. Such notice must include a copy of the said grievance and must be transmitted by registered or certified mail.

However, notwithstanding the provisions of the preceding paragraph, the association may submit its grievance to arbitration on receipt of the reply of the board contemplated in clause 9-1.04.

9-2.03

For the life of this agreement, any grievance submitted to arbitration shall be decided by a tribunal presided over by one of the following persons and to whom the said grievance has been referred by the first chairman:

1- Mr. Rodrigue Blouin

2- Any other person named by the F.P.S.E.Q., the Federation and the Ministère to act as president of an arbitration tribunal.

Any chairman of an arbitration tribunal appointed by virtue of this clause shall be deemed competent to act as chairman of such arbitration tribunal which shall decide, in conformity with the provisions of the 1971-75 and 1975-79 collective agreements, any legal grievance arising from the provisions of the said collective agreements. The preceding provisions shall not remove from the jurisdiction of any other chairman of an arbitration tribunal any grievance submitted to the said chairman by the first chairman before the signature of this agreement.

* Address of the provincial records office:
Grefte des tribunaux d'arbitrage
Secteur de l'éducation
900, Place d'Youville
Suite 230
Québec (Québec)
G1R 3P7

For the purposes of the application of the preceding paragraph, any grievance which was legally lodged before the expiry of the 1975-79 collective agreement, and which was submitted to arbitration after the said expiry, but within the time limits provided for in the 1975-79 collective agreement, shall be held as validly submitted to arbitration. To this end, the school board, the Federation and the Ministère shall renounce to raise the objection of non-arbitrability on the grounds of the non-existence of working conditions after the expiry of the said agreement.

9-2.04

The arbitration tribunal, to which a grievance is submitted, shall consist of a chairman, an arbitrator appointed by the F.P.S.E.Q. and an arbitrator appointed jointly by the Federation and the Ministère.

Any arbitrator thus appointed shall be deemed competent to sit, whatever his past or present activities may be, his interests in the litigation or his fonctions in the association, in the school board or elsewhere.

9-2.05

As of his appointment and before acting the first chairman 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 and the provisions of this agreement and according to equity and good conscience.

As of his appointment, every chairman shall take an oath or shall pledge on his honour, before the first chairman, for the life of this agreement to render his decisions in conformity with the law and the provisions of the collective agreement on the basis of evidence obtained at the inquiry and according to equity and good conscience. Thereafter, he shall receive, at the beginning of each arbitration, the same oaths or pledges on their honour from the other two members of the court over which he presides.

9-2.06

After having regarded the notice of arbitration mentioned in clause 9-2.02, the records office shall immediately acknowledge receipt of same to the association. A copy of such acknowledgment together with the notice of arbitration shall be sent without delay to the Federation, the Ministère and the F.P.S.E.Q.

9-2.07

The first chairman or, in his absence, the chief records clerk under the authority of the first chairman.

- a) prepare the monthly arbitration roll in the presence of the representatives of the parties to the national entente;
- b) appoint, from the list appearing in clause 9-2.03, a chairman to act as such on the said arbitration tribunal;
- c) set the time, date and place of the first arbitration session;
- d) refer any grievance to one or the other procedures provided for either in this article or in article 9-3.00 taking into consideration the criteria stated in appendix "D".

The records office shall so inform the members of the tribunal, the parties concerned, the Federation, the Ministère and the F.P.S.E.Q.

9-2.08

The F.P.S.E.Q., the Federation and the Ministère shall inform the records office of the name of a member of the tribunal for each arbitration appearing on the monthly roll within fifteen (15) days of the entering of the said case on the arbitration roll.

- 9-2.09 Subsequently, the chairman of the arbitration tribunal shall set the time, date and place of the subsequent sessions, as the case may be, and shall so inform the records office who shall in turn advise the members, the parties concerned, the Federation, the Ministère and the F.P.S.E.Q. The chairman shall also set the time, date and place of the deliberation sessions and so advise the members of the tribunal.
- 9-2.10 Any vacancy on an arbitration tribunal shall be filled according to the procedure established for the original appointment.
- 9-2.11 If a member of an arbitration tribunal has not been designated in conformity with the original appointment procedure, or if there is a vacancy which has not been filled before the date set for the hearing, the chairman of the arbitration tribunal shall name the said member ex officio on the day of the hearing.
- 9-2.12 The arbitration tribunal shall proceed with all diligence to examine the grievance according to the procedure and evidence that it may deem appropriate.
- 9-2.13 At any time, before the first deliberation session, the F.P.S.E.Q., the Federation and the Ministère may individually or collectively, intervene and make any representation to the arbitration tribunal that they deem appropriate or pertinent.
- However, if one of the aforementioned parties wishes to intervene, it shall so inform the other parties of its intention and of the object of such intervention.

9-2.14 The sessions of the arbitration tribunal shall be public. However, an arbitration tribunal may on its own initiative or at the request of one of the parties, order the session to be held in camera.

9-2.15 The chairman of the arbitration tribunal may deliberate in the absence of a member provided that the said member be given at least a seven (7) days' notice according to clause 9-2.09.

9-2.16 a) Except in the case of the production of written arguments where the board and the association may agree to exceed such time limit, the arbitration tribunal must render its decision within forty-five (45) days following the end of the hearing.

However, the judgment shall not be held as nul for the sole reason that it was rendered after the expiry of the said time limit.

b) The first chairman may not assign another grievance to a chairman who has not rendered his decision within the time limit granted, until such time as the said decision shall be rendered.

c) Paragraph b) of this clause shall not apply in the case of a chairman who has filed the proposed decision for signature purpose within the required time limit or if no other additional deliberation was requested by a member other than the chairman of the said tribunal.

9-2.17

- a) The award of the arbitration tribunal shall be justified and shall be signed by the members concurring in it.

Any member who disagrees with the award or a part of it may file a separate report. A majority or unanimous decision shall constitute the award of the arbitration court.

- b) The decision shall be deposited with the records office which under the responsibility of the chairman concerned or of the first chairman, shall be responsible for obtaining the signatures of the other two members of the arbitration tribunal.
- c) The records office, under the responsibility of the chairman concerned or of the first chairman, shall transmit a copy of the said award to the parties concerned, the F.P.S.E.Q., the Federation and the Ministère and shall also file two (2) certified copies with the office of the labour commissioner-general.

9-2.18

At any time prior to its final decision, an arbitration tribunal may render any temporary or interlocutory decision that it deems just and useful.

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

9-2.19

An arbitration tribunal may not, by its decision regarding a grievance, modify, subtract from, or add to, this agreement.

9-2.20

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

The arbitration tribunal before which a grievance is laid to contest the firing of a professional may annul the decision of the school board if the procedure has not been followed or if the reasons for the firing are not founded or do not constitute sufficient reason, order the reintegration to his occupation of the professional concerned and determine, if need be, the amount of the compensation to which he is entitled.

The arbitration tribunal before which a grievance is laid to contest the non-re-engagement of a regular professional may annul the decision of the school board if the procedure prescribed has not been followed, order the reintegration to his occupation of the professional concerned and determine, if need be, the compensation to which he is entitled. Furthermore, in the case of the regular full time professional who fills the conditions determined in the second paragraph of clause 5-2.02, the arbitration tribunal has the same powers if the reasons for the non-re-engagement are not founded or do not constitute sufficient reason.

Notwithstanding the second paragraph of clause 5-2.02, the first paragraph of this clause shall apply to the grievance for non-re-engagement for surplus of a regular full-time professional if the procedure prescribed in article 5-2.00 has been followed entirely and if the sole reason invoked by the school board in support of the non-re-engagement is surplus of personnel. The jurisdiction of the arbitration tribunal by virtue of this provision include the power to order the reintegration of the professional in his occupation.

- 9-2.21 The first chairman shall choose the chief records clerk. The chief records clerk shall assign the hearing-clerks to the various arbitration tribunals.
- 9-2.22 The expenses and fees of the chairmen and the expenses of the records office shall be borne by the Ministère.
- The hearings and deliberations of the arbitration tribunals shall be held in rooms supplied without rental charge.
- 9-2.23 The arbitrators shall be remunerated and reimbursed for their expenses by those whom they represent.
- 9-2.24 If one party requests the services of an official stenographer, the expenses and fees of such stenographer shall be the responsibility of the party who requested the service.
- If the official stenographic notes are transcribed, one copy shall be transmitted by said stenographer without cost to the arbitration tribunal, before the beginning of the deliberations.
- 9-2.25 The chairman of the arbitration tribunal shall convey or otherwise transmit, any order, document or procedure issued by the arbitration tribunal or by the parties involved. At the request of one of the parties, the chairman of the arbitration tribunal may assign a witness in conformity with article 88f) of the Labour code.

9-3.00 SUMMARY ARBITRATION

9-3.01 Every grievance referred according to clause 9-2.07 d) to the procedure provided for in this article shall be heard by a single arbitrator.

9-3.02 The arbitrator to whom a grievance is referred according to the procedure of this article must hear the grievance immediately and render his decision within fifteen (15) days following the end of the hearing.

9-3.03 The arbitrator must hear the grievance au mérite before rendering a decision on a preliminary objection unless he can settle it immediately; in such a case, he must subsequently motivate his decision on the objection.

9-3.04 The arbitrator's decision must contain a brief description of the litigation and a short description of the motives supporting his conclusion. Such decision may not be cited or used by anyone in regards to the arbitration of any other grievance unless this grievance is related to an identical litigation between the same school board and the same union and bearing on the same facts and clauses.

9-3.05 The provisions of articles 9-1.00 and 9-2.00 and 9-6.00 shall apply mutatis mutandis to the summary arbitration procedure provided for in this article except for clauses 9-2.04, 9-2.08, 9-2.13, 9-2.15, 9-2.16, 9-2.17 a), 9-2.23 and 9-2.24.

9-4.00 LOCAL ARRANGEMENTS

9-4.01 Insofar as the provisions of this agreement expressly provide, local arrangements relative to the implementation of these provisions may be agreed upon by the local parties according to the following procedure.

9-4.02 A local arrangement may in no way modify, directly or indirectly, a provision of this agreement which cannot be the object of a local arrangement.

9-4.03 Until such time as the local parties have agreed upon such local arrangements in conformity with these stipulations, all the clauses provided for in this agreement shall apply.

9-4.04 One or the other of the local parties may give to the other a written notice of its intention to discuss and arrive at local arrangements in conformity with this agreement and this, within the time limit provided for in paragraph a) of clause 9-4.05.

9-4.05 In order to be valid, any entente regarding local arrangements must meet the following requirements:

- a) it must be concluded within sixty (60) days of the notice provided for in 10-1.04 but at the latest within ninety (90) days of the signature of the collective agreement and it shall be concluded for the duration of this agreement;
- b) it must be in writing;
- c) it must be signed by the authorized representative of each of the local parties;
- d) the complete article thus modified must be mentioned in the agreement;
- e) it must be filed by virtue of the provisions of article 60 of the Labour Code;
- f) the date of the coming into force of such entente must be clearly and precisely specified therein.

9-4.06 No provision of this article may give rise to the right to a strike or lock-out.

9-4.07 Any local arrangement may be cancelled or replaced only by the written consent of the local parties, these latter must respect the requirements of paragraphs b), c), d), e) and f) of clause 9-4.05 of this article.

9-4.08 Any local arrangement concluded within the framework of this article shall form an integral part of this agreement.

9-5.00 **DISAGREEMENT**

9-5.01 The school board and the association agree to meet from time to time at the request of one or the other party to seek solutions to disagreements.

To this end, one or the other party may require a meeting between them which meeting must then take place within fifteen (15) days of the reception of the request.

9-5.02 The solutions agreed upon between the local parties may, at no time, have the effect to subtract from or to modify a provision of this agreement. The solutions agreed upon may not permit to add one or more provisions to the text of this agreement.

9-5.03 The employer committee, on the one hand, and the F.P.S.E.Q., on the other hand, agree to meet from time to time to discuss any question relating to the working conditions of the professionals of school boards to adopt the appropriate solutions. Any solution agreed upon by all the parties mentioned above may have the effect of subtracting from or of modifying a provision of this agreement or of adding one or more provisions to this agreement.

9-5.03 (cond'nt)

However, any solution thus accepted shall be applicable only with the written agreement of the school board and of the association.

To this end, one or the other party at the national level may require a meeting between them which meeting must then take place within fifteen (15) days of the reception of the request.

9-5.04

The provisions of this article must not be construed as constituting a dispute as defined in the Labor Code.

9-6.00

GENERAL PROVISIONS

9-6.01

The time limits provided for in this chapter to lodge a grievance or to submit it to arbitration shall be compulsory unless there is a written agreement for their extension between the school board and the association.

The date on the post office receipt for documents sent by registered or certified mail shall constitute prima facie proof for the calculation of the time limits provided for in articles 9-1.00 and 9-2.00.

9-6.02

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 may not be invoked against the school board.

9-6.03

The school board and the association 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. In the case of such agreement, the association may proceed directly to the arbitration provided for in article 9-2.00.

In witness whereof the parties to this agreement have signed at Québec
this 10th day of June 1980.

For the Employer Bargaining
Committee for Catholic
School Boards. (CPNCC)

(signed) J.-P. Tessier
Mr Jean-Pierre Tessier

(signed) Fernand Gosselin
Mr Fernand Gosselin
Vice-President

(signed) Jacques Mongeau
Mr Jacques Mongeau
President, F.C.S.C.Q.

(signed) Jacques-Yvan Morin
Mr Jacques-Yvan Morin
Ministre de l'Education

(signed) Jean-Guy Villeneuve
Mr Jean-Guy Villeneuve
Employer Spokesman

(signed) Maurice Villeneuve
Mr Maurice Villeneuve
Negociator (FCSCQ)

(signed) Roger Lacasse
Mr Roger Lacasse
Negociator (MEQ)

(signed) Pierre Morin
Mr Pierre Morin
Negociator (FCSCQ)

For the Fédération des profes-
sionnels des service éducatifs
du Québec. (F.P.S.E.Q.)

(signed) Jean-Jacques Martin
Mr Jean-Jacques Martin

(signed) René Verrette
Mr René Verrette
Union Spokeman

(signed) Claude Gerbeau
Mr Claude Gerbeau
Negociator

(signed) Gilles Labelle
Mr Gilles Labelle
Negociator

(signed) François Despatis
Mr François Despatis
Negociator

APPENDIX A

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 apply to the professional only if the Regional Relocation Bureau accepts that the relocation of said professional necessitates his moving.

Moving shall be deemed necessary if it takes place and if the distance between the professional's new working premises and his former domicile is greater than sixty-five (65) kilometres.

TRANSPORTATION COSTS OF FURNITURE AND PERSONAL EFFECT

Article 3 The school board shall reimburse, upon production of supporting vouchers, the costs incurred for transportation of the furniture and personal effects of the professional concerned, including packing, unpacking and the costs of the insurance premium, or the costs of towing a mobile home on condition that he provide, in advance, at least two (2) detailed quotation of the costs to be incurred.

Article 4. However, the school board shall not pay the cost of transporting the professional's personal vehicle unless the location of his new residence is inaccessible by road. Moreover, the costs of transporting a boat, canoe, etc. shall not be reimbursed.

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 residence, the school board shall pay the costs of storing the professional's furniture and personal effects and those of his dependents, for a period not to exceed two (2) months.

CONCOMITANT MOVING EXPENSES

Article 6 The school board shall pay a moving allowance of seven hundred and fifty dollars (750\$) to any married professional who is transferred or of two hundred dollars (200\$) if he is single, in compensation for the attendant moving expenses (carpets, draperies, disconnecting 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 school board.

Nevertheless, the seven hundred and fifty dollars (750\$) moving allowance payable to the transferred married professional is also payable to the single professional who maintains a dwelling.

COMPENSATION FOR LEASE

Article 7. The professional referred to in article 1 of this appendix shall also be entitled, if need be, to the following compensation: upon the abandonment of a dwelling without a written lease, the school board shall pay the equivalent of one months's rent. If there is a lease, the school board shall indemnify, for a maximum period of three (3) months rent, the professional who must terminate this lease and for which the landlord demands compensation. In both cases, the professional must attest that the landlord's request is well-founded and must produce supporting vouchers.

Article 8 If the professional chooses to sublet his dwelling himself, reasonable costs for advertising the sublet shall be assumed by the school board.

REIMBURSEMENT OF EXPENSES INHERENT TO THE SALE OR PURCHASE OF A HOME

Article 9 The school board shall pay, relative to the sale of the principal house-residence of the relocated professional, the following expenses.

- a) the real estate agent's fees, upon production of the contract with the real estate agent immediately after its passing, of the sales contract and the account of the agents' 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 be sold;
- c) the penalty for breach of mortgage, if need be;
- d) the proprietor's transfer tax, 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 school board shall not reimburse the costs regarding the safekeeping of the unsold house. Nevertheless upon presentation of supporting vouchers, the school board shall reimburse, for a period not to exceed three (3) months, the following expenses:

- a) 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 clause 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 school 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 leases. Moreover, the school 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 travelling expenses in effect at the school board.

LIVING EXPENSES AND ASSIGNMENT

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 school board shall reimburse the professional for the accommodation expenses for him and his family in accordance with the regulation concerning travelling expenses in effect at the school board, usually for a period not in excess of two (2) weeks.

Article 13 If the move is delayed, with the authorization of the Provincial Bureau of Relocation, or if the married professional's family is not relocated, the school 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 in this appendix shall be made within sixty (60) days of the professional's presentation of the supporting documents.

APPENDIX "B"

CONTRACT OF ENGAGEMENT

The _____ School board, having its offices in _____, engages the services of:

NAME: _____

ADDRESS: _____

SOCIAL SECURITY NUMBER: _____ TEL.: _____

- 1. Status
 - regular professional
 - substitute professional Full time
 - supernumerary professional Part time

2. Date of coming into service at the school board: _____

3. Date of coming into service at the school board as professional: _____

4. Classification, placement and salary on engagement:

Employment group: _____

Class: _____ Step: _____ Annual salary: _____

5. Position (assignment): _____

6. Collective contract: _____

The professional acknowledges having received a copy of the collective agreement in force between the school board and the association and having taken cognizance of it. The contracting parties declare that the provisions of this contract are subject to the provisions of said collective agreement.

Particular provisions:

SIGNED AT _____, on _____ 19____

For the school board

The professional

APPENDIX "C"
GRIEVANCE FORM

Grievance no: _____

Date of submission of grievance _____

ASSOCIATION

Name: _____
Address: _____

TeL: _____

EMPLOYER

Name: _____
Address: _____

TeL: _____

TYPE OF GRIEVANCE

Individual	<input type="checkbox"/>	Professional(s) concerned
Collective	<input type="checkbox"/>	_____
Lodged by: Professional	<input type="checkbox"/>	_____
Association	<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 requested: _____

Compensation requested (where applicable): _____

Signature: _____

Titlè: _____

APPENDIX "D"

LETTER OF AGREEMENT

For the purpose of applying paragraph d) of clause 9-2.07 of this agreement, the parties agree on the following:

1. Shall be referred to summary arbitration, according to article 9-3.00 of this agreement:
 - 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, 8-5.00 and 8-7.00;
 - b) any individual grievance for a salary cut when the amount is equivalent to four (4) days of salary or less;
 - c) any grievance concerning any other article or chapter as agreed upon between the parties at the national level, this within forty-five (45) days of the signing of this agreement;
 - d) any grievance upon which the parties (school board and association) agree explicitly to refer to summary arbitration according to article 9-3.00. In this case, a notice signed jointly by the authorized representatives stating such entente is sent to the records office at the same time as the notice of arbitration provided for in clause 9-2.02.
2. Any other grievance is referred to an arbitration tribunal according to to article 9-2.00.

IN WITNESS WHEREOF, the parties have signed at Québec, this 10th day of June 1980.

Employer group

Union group

(signed) J.P. Tessier
Jean-Pierre Tessier
President of the C.P.N.C.C.

(signed) Jean-Jacques Martin
Jean-Jacques Martin
President of the Fédération des
professionnels des Services
Educatifs du Québec.

(signed) Jean-Guy Villeneuve
Jean-Guy Villeneuve
Spokesman

(signed) René Verrette
René Verrette
Spokesman

APPENDIX "E"

LETTER OF AGREEMENT

The parties to this entente agree to form a parity committee within sixty (60) days of the signing of this entente.

Mandate of the Committee

1. To study the cases of those professionals who would be relocated obligatorily for a second (2nd) time by the application of clause 5-6.08.
2. To make recommendations to the National Relocation Bureau concerning the aforementioned cases.

The committee shall be comprised of four (4) members:

- one representative of the Ministère
- one representative of the F.C.S.C.Q.
- two representative of the F.P.S.E.Q.

The National Relocation Bureau must apply the unanimous recommendations of the committee members that have been certified in writing.

In witness whereof, the parties have signed this 10th day of June 1980.

Employer group

Union group

(signed) Jean-Guy Villeneuve
Jean-Guy Villeneuve
Spokesman

(signed) René Verrette
René Verrette
Spokesman

APPENDIX "F"

LETTER OF AGREEMENT

Letter of agreement between the parties at the national level relative to the professional (personnel officer) covered by the accreditation held by the association and covered by the field of application of the 1975-79 collective agreement.

The representatives of the parties at the presents agree to the following:

- That the professionals specified in this letter of agreement are classified from the date of the signing of this agreement in the employment group as analysts.
- The salary scale applicable to analysts by virtue of this agreement shall apply to these professionals on the date of the coming into force of the collective agreement and at the conditions specified in article 1-7.00 of this agreement.
- That within the scope of this letter of agreement, the parties at the national level agree to form a technical committee and to meet, in the shortest delay, to provide for the integration of these professionals at the level of the description of the characteristic duties of the analyst.

Employer group

Union group

(signed) Jean-Guy Villeneuve
Jean-Guy Villeneuve
Spokesman

(signed) René Verrette
René Verrette
Spokesman

APPENDIX "G"

ABSENCES FOR DISABILITE
(Clause 5-10.37)

The parties to this entente shall agree to form, within sixty (60) days of the signing of this entente, a committee of six (6) members designated as follow:

- 1 designated by the Conseil du Trésor
- 1 designated by the Ministère de l'Education
- 1 designated by the Fédération
- 3 designated by the F.P.S.E.Q.

This committee shall study all aspects of the current situation regarding absences for disability and shall recommend the correctives that it deems necessary.

This committee must proceed without delay and with its study must produce its report no later than June 30th, 1980.

Within ninety (90) days of the deposit of such report, the parties to this agreement shall agree to meet, within the scope of clause 9-5.03, in order to discuss the committee's work and recommendations. It shall be understood that the unanimous recommendations concerning the modifications drawn up by this committee shall be considered as an entente and shall be obligatorily integrated into the collective agreement.

In witness whereof, the parties have signed this 10th day of June 1980.

Employer group

Union group

(signed) Jean-Guy Villeneuve
Jean-Guy Villeneuve
Spokesman

(signed) René Verrette
René Verrette
Spokesman

APPENDIX "H"

EMPLOYMENT GROUPS PARTICULAR TO THE C.E.C.M.

This appendix provides for salary scales* and certain provisions applicable to employment groups particular to the C.E.C.M.

- Administration counsellor (CECM)
- Scheduling officer (CECM)
- Personnel officer (CECM)
- Security counsellor (CECM)

CLASS	STEP	79-07-01 to 80-06-30		80-07-01 to 81-06-30		81-07-01 to 82-06-30		82-07-01 to 82-12-31	
		\$	%	\$	%	\$	%	\$	%
III	1	15 635	3,31	17 119	2,86	18 783	4,72	20 380	3,50
	2	16 152	3,21	17 667	2,75	19 384	4,72	21 021	3,45
	3	16 665	3,11	18 210	2,64	19 980	4,72	21 658	3,40
	4	17 213	3,01	18 790	2,53	20 616	4,72	22 337	3,35
	5	17 558	2,91	19 367	2,43	21 249	4,72	23 012	3,30
	6	18 339	2,81	19 982	2,33	21 924	4,72	23 733	3,25
	7	18 938	2,71	20 614	2,22	22 618	4,72	24 474	3,20
II	1	19 851	2,57	21 578	2,07	23 675	4,72	25 602	3,14
	2	20 729	2,44	22 505	1,94	24 692	4,72	26 688	3,08
	3	21 628	2,31	23 453	1,81	25 733	4,72	27 799	3,03
	4	22 576	2,18	24 452	1,68	26 829	4,72	28 969	2,98
	5	23 566	2,05	25 496	1,56	27 974	4,72	30 191	2,93
	6	24 600	1,93	26 588	1,45	29 172	4,72	31 470	2,88
	7	25 672	1,80	27 715	1,33	30 409	4,72	32 791	2,83
	8	26 793	1,69	28 896	1,22	31 705	4,72	34 174	2,79
I	1	26 688	1,70	28 786	1,23	31 584	4,72	34 045	2,79
	2	27 586	1,61	29 732	1,15	32 622	4,72	35 153	2,76
	3	28 531	1,52	30 728	1,07	33 715	4,72	36 320	2,73
	4	29 509	1,43	31 761	1,00	34 848	4,72	37 529	2,69

* (Revised and corrected 80-08-15, c.f. INDEXATION)

- Legal Adviser (CECM)

CLASS	STEP	79-07-01 to 80-06-30		80-07-01 to 81-06-30		81-07-01 to 82-06-30		82-07-01 to 82-12-31	
		\$	%	\$	%	\$	%	\$	%
III	1	17 770	2,91	19 375	2,43	21 258	4,72	23 022	3,30
	2	19 249	2,66	20 952	2,17	22 989	4,72	24 870	3,18
	3	20 728	2,44	22 501	1,94	24 688	4,72	26 683	3,08
	4	22 208	2,23	24 048	1,74	26 385	4,72	28 495	3,00
	5	23 651	2,04	25 592	1,55	28 080	4,72	30 304	2,92
II	1	24 071	1,99	26 017	1,51	28 546	4,72	30 802	2,90
	2	25 605	1,81	27 651	1,34	30 339	4,72	32 716	2,83
	3	27 138	1,65	29 259	1,19	32 103	4,72	34 599	2,77
	4	28 655	1,50	30 866	1,06	33 866	4,72	36 481	2,72
	5	30 207	1,37	32 493	0,94	35 651	4,72	38 386	2,67
	6	31 723	1,25	34 100	0,84	37 415	4,72	40 270	2,63
	7	33 257	1,14	35 710	0,75	39 181	4,72	42 155	2,59
	8	34 791	1,04	37 337	0,67	40 966	4,72	44 060	2,55
	9	36 343	1,00	38 996	0,67	42 786	4,72	46 003	2,52
	10	37 914	1,00	40 669	0,67	44 622	4,72	47 963	2,49
I	1	39 466	1,00	42 356	0,67	46 473	4,72	49 939	2,46
	2	41 731	1,00	44 760	0,67	49 111	4,72	52 755	2,42

This salary scale shall apply only to the professional covered by the accreditation who is presently classified as legal adviser in the employ of the C.E.C.M.

- Legal adviser (CECM)

CLASS	STEP	79-07-01 to		80-07-01 to		81-07-01 to		82-07-01 to	
		80-06-30		81-06-30		82-06-30		82-12-31	
		\$	%	\$	%	\$	%	\$	%
III	1	16 912	3,07	18 460	2,59	20 254	4,72	21 950	3,37
	2	17 679	2,93	19 278	2,45	21 152	4,72	22 909	3,31
	3	18 500	2,79	20 132	2,30	22 089	4,72	23 909	3,24
	4	19 341	2,65	21 045	2,15	23 091	4,72	24 979	3,17
	5	20 217	2,51	21 977	2,02	24 113	4,72	26 070	3,11
	6	21 167	2,37	22 967	1,88	25 199	4,72	27 229	3,06
	7	22 153	2,24	24 001	1,74	26 334	4,72	28 441	3,00
II	1	23 651	2,04	25 579	1,55	28 065	4,72	30 288	2,92
	2	24 619	1,92	26 622	1,44	29 210	4,72	31 511	2,88
	3	25 660	1,81	27 701	1,33	30 394	4,72	32 775	2,83
	4	26 719	1,69	28 828	1,23	31 630	4,72	34 094	2,79
	5	27 833	1,58	29 998	1,13	32 914	4,72	35 465	2,75
	6	28 983	1,48	31 218	1,04	34 252	4,72	36 893	2,71
	7	30 207	1,37	32 499	0,94	35 658	4,72	38 394	2,67
	8	31 467	1,27	33 821	0,88	37 108	4,72	39 942	2,64
I	1	31 412	1,27	33 752	0,86	37 033	4,72	39 862	2,64
	2	32 599	1,18	35 022	0,79	38 426	4,72	41 349	2,61
	3	33 878	1,09	36 355	0,71	39 889	4,72	42 911	2,57
	4	35 175	1,01	37 751	0,67	41 420	4,72	44 545	2,54
	5	36 581	1,00	39 243	0,67	43 057	4,72	46 292	2,51
	6	38 024	1,00	40 793	0,67	44 758	4,72	48 108	2,49

This salary scale shall apply to all professionals engaged or assigned as legal adviser by the C.E.C.M. from the date of the signing of the national entente

1. **EDUCATIONAL COUNSELLOR**

- 1.1 The school board must, before May 1st, give the full-time or part-time educational counsellor, a notice of his non re-engagement.

This notice must enunciate the reasons of the decision.

A grievance may not be lodged to contest the reasons of the non re-engagement of an educational counsellor.

- 1.2 Article 5-6.00 of the national entente dealing with priority and security of employment does not apply to the educational counsellor.

However, when the school board non re-engages a professional as educational counsellor, it must assure him his return to a position of teacher.

When a relocation to a position of teacher is made following the abolition of an educational counsellor's position, it shall be made according to the respective periods of service in this title for the educational counsellors concerned.

- 1.3 The educational counsellor who wishes to return to teaching must notify the school board before May 1st of the school year in progress.

His return to teaching takes place on September 1st of the following school year.

- 1.4 A professional who had acquired tenure as a teacher before becoming educational counsellor retains this tenure upon his return to teaching in conformity with the preceding clauses 1.2 or 1.3.

- 1.5 When clauses 8-7.02 and 5-10.39 of the national entente are applicable to the educational counsellor, the basis for calculation is then one-two hundredth (1/200) instead of one-two hundred and sixtieth (1/260).

- 1.6 The salary of the educational counsellor is determined as follows:
- the salary to which he would be entitled as a teacher increased by the following supplement:
- | | |
|-----------------------|----------|
| 79-07-01 to 80-06-30: | 1 963 \$ |
| 80-07-01 to 81-06-30: | 2 111 \$ |
| 81-07-01 to 82-06-30: | 2 316 \$ |
| 82-07-01 to 82-12-31: | 2 509 \$ |
- 1.7 The regulations relative to the remuneration of the educational counsellor are those provided for the teaching personnel at the board.
- 1.8 The work year of the educational counsellor extends from September 1st to June 30th of the school year.
- 1.9 The educational counsellor benefits from the paid holidays provided for the teaching personnel of the board.
- 1.10 Article 8-4.00 of the national entente shall not apply to the educational counsellor.
- 1.11 This article of this appendix becomes null and void when the professional performing presently the occupation of educational counsellor for the C.E.C.M. returns to his teaching occupation or terminates his services with the board.
- 1.12 No other person may be engaged or assigned as educational counsellor.
- 2. SECURITY COUNSELLOR**
- 2.1 The salary scale for the security counsellor becomes null and void when the professionals performing the occupation of security counsellor at the C.E.C.M. on the date of the signing of the national entente, terminate their services with the board or are assigned in a permanent way to another occupation with the board.

This provision does not apply as long as there is one (1) of these professionals performing the occupation of security counsellor.

2.2 No other person may be engaged or assigned as security counsellor.

APPENDIX "I"

LETTER OF AGREEMENT CONCERNING PARENTAL RIGHTS

As a result of the entente concluded at the Central Table on parental rights, the Government shall undertake to:

A) Concerning the compensation for the special leave provided for in clause 5-13.16:

- study the possibility of making the legislative amendment required in order to exempt the professional who availed herself of the special leave provided for in clause 5-13.16 from contributing to the pension plans.

B) Concerning the modification to the eligibility criteria for unemployment insurance:

- guarantee, as of the signing of this collective agreement, that the professional may receive during her maternity leave the benefits or portions thereof payable by the school board by virtue of section II, independently of the modifications to the eligibility criteria for unemployment insurance which could arise after such signature but provided that the foregoing be admissible under the additional unemployment insurance benefits plan. (P.S.C)

C) Concerning the payment of benefits for maternity leave.

- hold, within six (6) months of the signing of the collective agreements, discussions with the union regarding the problems resulting from the terms and conditions and the time limits for payment of benefits to the professional during her maternity leave.

Moreover, the parties at the national level discuss the problems arising from the following cases:

- i) if the C.E.I.C. has additional requirements with regard to the final written authorization which would allow the plan to be registered as additional unemployment benefits;
- ii) if, subsequently, the C.E.I.C. modified its requirements during the life of the collective agreement.

It shall be understood that such discussion does not constitute a reopening of the agreement.

IN WITNESS WHEREOF, the parties have signed at Québec, this 10th day of June, 1980.

Employer group

Union group

(signed) Jean-Guy Villeneuve
Jean-Guy Villeneuve
Spokesman

(signed) René Verrette
René Verrette
Spokesman

APPENDIX "J"

TERMS AND CONDITIONS RELATIVE TO THE DEVELOPMENT OF REGIONAL IMPROVEMENT
ACTIVITIES FOR PROFESSIONALS

REGIONAL IMPROVEMENT

1. A professional improvement committee shall be set up for each school region. Such committee shall be a parity committee, and shall be comprised of representatives of the school boards and the professional personnel.

Moreover, the committee may include representatives of any university serving the same territory.

2. The professional improvement committee shall participate in the organization of professional improvement activities. It shall assure that such programs reflect the real needs of the clientele and it shall evaluate the results. The Professional Improvement Committee shall also ensure that such activities are offered as close as possible to the place of employment.

APPENDIX "K"

GOUVERNEMENT DU QUEBEC
CABINET DU MINISTRE

Québec, June 10th 1980

Mr. Jean-Jacques Martin
President
F.P.S.E.Q.

Dear Sir,

As a result of the discussions held at the negotiations table concerning the dismissal and non-re-engagement of persons exercising an educational or pedagogical function, it is the Government's intention to propose to the National Assembly the adoption of amendments to the Education Act, to be applicable in 1981, so that a collective agreement may include other provisions on the aforementioned subjects, in default of which the provisions of the Education Act would apply.

Yours truly,

(signed) Jacques-Yvan Morin
Jacques-Yvan Morin
Ministre de l'éducation

ANNEXE "L"

Quebec, November 29th, 1979

Mr. Jean-Pierre Tessier,
Président du CPNCC,
969, Route de l'Eglise,
Case postale 9210,
Sainte-Foy, Qué.
G1V 4B1

Subject: Committee on the setting up of day-care
centers

Dear Sir:

We would like to inform you of our decision to form a committee comprised of representatives of our ministères, our partners and the three central union groups (CNTU, CEQ and QFL). The mandate of the committee will be to study and to make recommendations concerning the concrete measures for the setting up of day-care centers within the establishments, in accordance with the standards of the Ministère des Affaires sociales. This committee, comprising twelve (12) members (three (3) from Affaires sociales, three (3) from Education and two (2) per central union groups) appointed before January 1st, 1980, must make a report no later than April 1st 1980.

Yours truly

Ministère des Affaires sociales Ministère de l'Education

(signé) Jean-Claude Deschênes
Deputy Minister

(signé) Jacques Girard
Deputy Minister

APPENDIX "M"

Quebec, November 29th, 1979

LETTER CONCERNING THE GOVERNMENT'S INTENTION REGARDING RREGOP

Sirs:

As a result of the discussions that were finalized on November 16th, 1979 at the Central Table regarding RREGOP.

A. The Government shall undertake to adopt the necessary Orders-in-Council and to propose to the National Assembly the adoption of the legislative provisions required in order to make the following modifications to the current Government and Public Employees' Retirement Plan:

1. Eligibility for Retirement

Eligibility for retirement shall be established at sixty (60) years of age, even if the number constituted by the accumulation of service and age is less than ninety (90), subject to the statutory actuarial reduction already provided for in the law.

2. Transfers

The deadline for the transfers from R.R.E. and R.R.F. to R.R.E.G.O.P. will be deferred for one year, that is, from June 30, 1979 to June 30, 1980, or for a period which allows the interested parties enough time for the transfers following the adoption of the act amending R.R.E.G.O.P.

3. Buying back of Service

The period for buying back service under RREGOP will be extended by one year.

4. Management

In order to allow the participation of unionized employees within the Commission administrative du régime de retraite, the number of members will be increased by five (5), of which, one is from the CNTU, one from the C.E.Q. and another from QFL.

5. Actuarial Evaluation Methods and Contribution Rates

- a) The Government, in concert with the members of the Commission administrative du régime de retraite from the union, shall appoint an actuary-consultant whose mandate will be to state his opinion on the relevance of the hypotheses used in the actuarial evaluation. Within thirty (30) days, he must produce his report and transmit to the Government all his recommendations which will then be made public.
- b) The current contribution rate shall be maintained until July 1, 1980. The Government shall meet the union when an increase in rates is required in order to discuss any adjustment of benefits deemed relevant.

B. The Government intends to use the services of an actuary-consultant within the scope of the procedure outlined in A. 5a) for the actuarial evaluation based on the 1978 date.

C. The Government shall take into account the opinion expressed by the union group to the effect that the two (2) new members of the Commission who did not originate from a central union group could nevertheless come from a unionizable group.

LE PRESIDENT DU CONSEIL DU TRESOR

(signed) Mr: Jacques Parizeau

APPENDIX "N"

TRANSITORY PROVISIONS RELATIVE TO TENURE
FOR THE 1979-80 SCHOOL YEAR

Is covered by the present, only the regular full-time professional still in the employ of the school board as professional on June 10th 1980 who has been notified of his non-re-engagement in conformity with article 5-6.00 of the 1975-79 collective agreement, such non-re-engagement to take effect on July 1st 1980 and to satisfy to one or the other of the following conditions:

- a) He had acquired his tenure by virtue of a collective agreement or of a regulation applicable at the school board having the same effect at the time he became a professional at the school board.
- b) He had completed, before April 1st 1980, two (2) years of continuous service at the school board, either as a professional or as a full-time employee in another occupation at the school board and this, since his last coming into service at the school board.

For the purpose of interpretation of continuous service, paragraphs c), d) and e) of clause 5-6.02 of this agreement shall apply.

This professional is deemed to have received the notice for placing on availability in conformity with clause 5-6.04 of the 1975-79 agreement, and is deemed placed on availability on July 1st 1980 in conformity with the order for reduction of the professional personnel provided for in clause 5-6.03 of the 1975-79 collective agreement.

APPENDIX "O"

FORM FOR THE SIGNING OF A COLLECTIVE AGREEMENT BY THE PARTIES AT THE
LOCAL LEVEL

C O N V E N T I O N A G R E E M E N T

Concluded:

Between

_____ (employer)

_____ (address)

And

_____ (Accredited association affiliated with F.P.S.E.Q.)

_____ (address)

Accreditation NO.: _____

Number of Members _____

The aforementioned employer and the accredited association agree that the entente signed on June 10th 1980, following the negotiations carried at the national level, in accordance with the Loi sur l'organisation des parties patronal et syndicale aux fins de négociations collectives dans les secteurs de l'éducation, des affaires sociales et des organismes.

gouvernementaux (R.S. 1978, ch. 14) and the Labour Code, shall govern working conditions in the employers' institutions for the employees covered by the said accreditation.

The parties have signed this agreement on the _____ 1980.

For the Employer

For the Association

(witness)

(witness)

Five (5) originals or certified copies of this document must be forwarded as follows:

Le commissaire général du Travail
Ministère du Travail et de la Main d'Oeuvre

425, rue Saint-Amable
QUEBEC (Québec)
G1A 4Z1

or .

6ième étage, édifice Gagné
255, boul. Crémazie est
MONTREAL (Québec)

Employer group

Union group

(signed) Jean-Guy Villeneuve

Jean-Guy Villeneuve

Spokesman

(signed) René Verrette

René Verrette

Spokesman

APPENDIX 1

Formulas for calculating the basic protection in P-1 and P-2

$$1: Y_1 = 0,0453 e - 0,0011 \left[(y_1 - 5,44) \times 100 \right]$$

$$2: Y_2 = 0,0430 e - 0,0013 \left[(y_2 - 5,96) \times 100 \right]$$

where the symbols used represent the following:

Y_1 : the percentage applicable as basic protection in P-1.

Y_2 : the percentage applicable as basic protection in P-2.

y_1 : the actual salary rate for a professional on June 30th, 1979, on an hourly basis, the annual rate is converted into an hourly rate by dividing this annual rate by 1826,3 hours for the purpose of this calculation.

y_2 : every salary rate on an hourly basis determined in the following manner for the purposes of calculating the rate of the basic protection applicable to the various salary rates in P-2:

Salary rate in force July 1, X 1979 expressed as an hourly rate

$$\frac{1 + \left(\frac{\Delta}{100} \right) \text{CPI from 79-07-01 to 80-06-30} * -3,5\% + \text{basic protection calculated according to } Y_1}{1 + \text{basic protection calculated according to } Y_1}$$

N.B. Should a revision of the scales be required in P-2 in order to accomodate the actual increase in the CPI for the period from July 1st, 1979 to June 30th, 1980, in the calculation of Y_2 use shall be made of the basic protection in force on July 1, 1979 expressed to six (6) decimal places.

*The method of calculation of the percentage increase $\left(\frac{\Delta}{100} \right)$ in the CPI is described in appendix 2.

APPENDIX 2

The percentage of increase in prices for a period of twelve (12) months ending June 30th shall be equal to the percentage increase in the Consumer Price Index for Canada, published by Statistics Canada, calculated as follows:

$$\left(\frac{\text{CPI June current year} - \text{CPI June preceding year}}{\text{CPI June preceding year}} \right) * \text{X } 100$$

*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 more than five (5), the fourth (4th) number is brought to the next highest number and the fifth (5th) number is dropped.

APPENDIX 3

The percentage of increase in prices for the period of twenty-four (24) months ending June 30th, 1981, shall be equal to the percentage increase in the CPI (n) for Canada published by Statistics Canada, calculated as follows:

$$\left(n = \frac{\text{CPI June 1981} - \text{CPI June 1979}}{\text{CPI June 1979}} \right) * \quad \times 100$$

*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 more than five (5), the fourth (4th) number is brought out the next highest number and the fifth (5th) number is dropped.

APPENDIX 4

The percentage of increase in prices for the six (6) months period ending December 31st, 1982, shall be equal to the percentage increase in the CPI for Canada as published by Statistic Canada, calculated as follows:

$$\left(\frac{\text{CPI December 1982} - \text{CPI June 1982}}{\text{CPI June 1982}} \right) \times 100$$

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 more than five (5), the fourth (4th) number is brought to the next highest number and the fifth (5th) number is dropped.

APPENDIX 5

The average monthly percentage variation in the CPI for Canada, published by Statistics Canada is calculated as follows;

- a) first the twelve monthly indices of the CPI from the month of July to the month of June of the period in question are added.
- b) the total obtained in a) is then divided by twelve (12). When in the quotient obtained, the decimal point is followed by two (2) numbers, the second (2nd) number is dropped if it is less than five (5) or if the second (2nd) number is equal to or more than five (5), the first number is brought to the next highest number and the second number is dropped.
- c) the following formula is then applied:

$$\left(\frac{\text{Result of (b) - CPI for the preceding June}}{\text{CPI for June of the preceding period}} \right) *X100$$

*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 more than five (5), the fourth (4th) number is brought to the next highest number and the fifth (5th) number is dropped.

APPENDIX 6

The average, expressed in percentage, of the monthly variations in the Consumer price index for Canada, published by Statistics Canada, for the period from July 1, 1982 to December 31, 1982 shall be calculated as follows:

- a) first, the six (6) monthly indices of the CPI from July to December of the period in question are added up.
- b) the total obtained in a) is then divided by six (6). When, in the quotient obtained, the decimal point is followed by two (2) numbers, the second (2nd) number is dropped if it is less than five (5) or if the second (2nd) number is equal to or more than five (5), the first number is brought to the next highest number and the second (2nd) number is dropped.
- c) the following formula is then applied:

$$\left(\frac{\text{Result of (b) - CPI for June of preceding period}}{\text{CPI for June of preceding period}} \right) * \quad \times \quad 100$$

* 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 more than five (5), the fourth (4th) number is brought to the next highest number and the fifth (5th) number is dropped.

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