



S4

**CENTRE DE DOCUMENTATION
D. G. P. R.**

Entente concluded between

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

and on the other hand:
the Fédération des employés
municipaux et scolaires
du Québec (FEMSQ) on behalf
of the Support Staff of School
Boards and Regional School
Boards for Catholics of Québec
it represents

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

1986-1988





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

1-1.00 OBJECTIVE OF THE AGREEMENT

1-1.01 The objective of the agreement shall be to establish systematic relations between the parties, to determine the working conditions as well as to establish the appropriate procedures for the settlement of difficulties which may arise.

1-2.00 DEFINITIONS

In this agreement, unless the context indicates otherwise, the following expressions and terms signify:

1-2.01 SENIORITY

Seniority as defined in article 8-1.00.

1-2.02 FISCAL YEAR

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

1-2.03 NATIONAL PLACEMENT BUREAU

Placement bureau composed of the Fédération des commissions scolaires catholiques du Québec and the ministère de l'éducation.

1-2.04 REGIONAL PLACEMENT BUREAU

Bureau composed of all school boards for Catholics for each of the school regions. The Ministère shall by right participate in the activities of the bureau.

1-2.05 CLASS OF EMPLOYMENT

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

1-2.06 SCHOOL BOARD

The school board bound by this agreement.

1-2.07 AGREEMENT

The present agreement.

1-2.08 **EMPLOYEE**

The terms "employee", "the employees", "any employee", whether masculine or feminine, singular or plural, shall signify and include the employees defined hereinafter and to whom one or several provisions of this agreement apply in accordance with article 2-1.00.

1-2.09 **PROBATIONARY EMPLOYEE**

The employee who has been hired and who has not completed the probation period provided for in clause 1-2.19 in order to become a regular employee.

1-2.10 **REGULAR EMPLOYEE**

A) The employee who has completed the probation period provided for in clause 1-2.19.

B) The employee who, in the service of the school board or school boards (institutions) to which this school board is the successor, had acquired the status of regular employee.

1-2.11 **TENURED EMPLOYEE**

A regular employee who has obtained tenure.

1-2.12 **TEMPORARY EMPLOYEE**

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

B) The employee hired as such to replace an absent employee for the duration of the absence.

1-2.13 **FEDERATION**

The Fédération des commissions scolaires catholiques du Québec (FCSCQ).

1-2.14 **GRIEVANCE**

Any disagreement regarding the interpretation or the application of this agreement.

1-2.15 **DISAGREEMENT**

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

1-2.16 **MINISTÈRE**

The ministère de l'Éducation du Québec (MEQ).

1-2.17 **TRANSFER**

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

1-2.18 **NATIONAL NEGOTIATING PARTIES**

A) Management group: The Management Bargaining Committee for Catholic School Boards, Confessional Catholic School Boards and the Corporation of School Trustees for Catholics (CPNCC)

B) Union group: Fédération des employés municipaux et scolaires du Québec (FEMSQ)

1-2.19 **PROBATION PERIOD**

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

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

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

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

1-2.20 TENURE

Status acquired by the regular employee who has completed at least two (2) years of active service in a full-time position in the employ of the board.

In the event of an interruption of his active service, the acquisition of tenure by an employee shall be delayed proportionally as long as there has been no break in his employment ties.

An absence for disability covered by salary insurance, an absence for disability due to a work accident or an occupational disease, shall constitute active service for purposes of acquiring tenure as long as the employee concerned continues to receive benefits for such disabilities by virtue of the agreement and this notwithstanding clause 1-2.29.

By way of exception to the rule for the acquisition of tenure, the employee who acquired his tenure by virtue of previous provisions or by virtue of a previous collective agreement and who has a part-time position, shall maintain his tenured status as long as there has not been a break in his employment ties since he acquired his tenure.

1-2.21 CLASSIFICATION PLAN

The classification plan prepared by the Fédération and the Ministère for the "categories of employment of technical support, administrative support and trades, and labour support staff", April 10, 1987 edition, and any modification or new classes which could be added during the life of this agreement.

1-2.22 POSITION

Specific assignment of an employee for the performance of duties assigned to him by the school board, subject to the provisions of article 7-3.00, each employee holds a position with the exception of a temporary employee and the employees covered by chapter 10-0.00 who do not hold a position.

1-2.23 PART-TIME POSITION

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

The school board may not divide a position, other than a part-time position, into several part-time positions, except by written agreement with the union.

1-2.24 **PROMOTION**

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

1-2.25 **SCHOOL REGIONS**

Any of the school regions as established by the Ministère in its cartogram of school boards.

1-2.26 **DEMOTION**

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

1-2.27 **EDUCATION SECTOR**

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

1-2.28 **PUBLIC OR PARAPUBLIC SECTORS**

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

1-2.29 **ACTIVE SERVICE**

Period of time since his last hiring during which the employee's salary was maintained or during which he actually worked in the service of the school board or school boards (institutions) to which this school board is the successor.

1-2.30 **UNION**

The association bound by this agreement.

1-2.31 SALARY

The amount paid to an employee according to the provisions of articles 6-1.00, 6-2.00, 6-3.00 excluding all lump sum amounts except those provided for in clauses 6-2.13; 6-2.15 and 7-3.18.

1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS

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

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

1-3.02 It is agreed that there will be no threat, constraint or reprisal on the part of the school board, the union or their respective representatives against an employee because of the exercise of a right that is granted to him under the agreement or by law.

1-3.03 No union representative or union delegate shall have the rights conferred on him by the collective agreement infringed upon, nor shall he be submitted to harassment, threats or intimidation, nor become the subject of discrimination prohibited by law solely because of carrying out his duties.

1-4.00 SEXUAL HARASSMENT IN THE WORKPLACE

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

1-4.02 The board and the union shall promote a working environment free of sexual harassment and shall take reasonable measures to this end.

1-4.03 The solicited employee shall contact an authorized representative of the board so as to stop all sexual harassment of which the employee perceives himself to be the object; if the employee desires, he may be accompanied by a union representative during all meetings with the employer within the framework of this clause.

- 1-4.04 In the event of an unsatisfactory solution and if the employee wishes to pursue the process, the board and the union shall form an ad hoc committee made up of one member designated by each party.
- 1-4.05 This committee shall have as its mandate to investigate a complaint concerning sexual harassment in the workplace which it has received and to recommend to the board, as the case may be, the steps the committee deems appropriate.
- The committee shall submit its report within thirty (30) days following the date of the committee's establishment.
- 1-4.06 The names of the persons involved and the circumstances surrounding the grievance of sexual harassment in the workplace must be treated in a confidential manner, subject to the proof required for purposes of arbitration, if applicable.
- 1-4.07 Failure on the part of the board to adopt a solution deemed acceptable following the submission of the committee's report, the employee concerned or the union, with the employee's permission, may file a grievance; in this case, the filing delay of the grievance starts as of the date of the handing over of the report provided for in clause 1-4.05 or at the date this report should have been handed over.
- 1-4.08 The arbitrator must proceed in a manner which respects the dignity and the reputation of every person affected by the grievance.
- 1-4.09 The provisions of articles 9-1.00 and 9-2.00 shall apply to every grievance submitted in the framework of this article to the extent that they are compatible.
- 1-5.00 **EQUAL OPPORTUNITY**
- 1-5.01 The board which decides to set up an equal opportunity program by virtue of any act or regulation that shall apply, shall consult the union through the labour relations committee; the union may then make any appropriate recommendation to the board.
- 1-5.02 During the consultation with the union through the labour relations committee, the union representatives may be assisted by a union advisor; in this case the union shall inform the board about the presence of the union advisor, within a reasonable time period prior to the meeting.
- 1-5.03 The board shall be responsible for the implementation of equal opportunity programs and shall inform the labour relations committee about their development.

1-5.04 The union may recommend the implementation of an equal opportunity program to the board.

CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION

2-1.00 FIELD OF APPLICATION

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

A) FOR THE PROBATIONARY EMPLOYEE

The probationary employee shall be covered by the clauses of the agreement, except those concerning the right to the procedure for the settlement of grievances and to arbitration in the event of dismissal; in this case, the school board shall give this employee a notice of a duration at least equal to that of one pay period.

B) FOR THE TEMPORARY EMPLOYEE

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

- 1-1.00 Objective of the Agreement
- 1-2.00 The following definitions shall apply to his status:
 - 1-2.02, 1-2.05, 1-2.06, 1-2.07, 1-2.08,
 - 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.16,
 - 1-2.18, 1-2.21, 1-2.22, 1-2.25, 1-2.27,
 - 1-2.28, 1-2.30, 1-2.31
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment in the Workplace
- 2-2.00 Recognition
- 3-4.00 Posting and Distribution
- 3-5.00 Union Meetings and Use of Premises
- 3-6.00 Union Dues
- 3-7.00 Union Security
- 3-8.00 Documentation
- 4-1.00 Labour Relations Committee
- 5-2.00 Paid Legal Holidays (provided that he has worked ten (10) days since his hiring and prior to the paid legal holiday)
- 5-8.00 Civil Responsibility
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step

2-1.01 B) a)	6-3.00	Salary Scales and Rates
(cont'd)	6-5.00	Travel Expenses
	6-6.00	Premiums
	6-8.00	Rental of Rooms and Halls
	6-9.00	Payment of Salary
	7-1.04J)	Procedure for Filling a Position which is Definitely Vacant or Newly Created
	8-2.00	Workweek and Working Hours
	8-3.00	Overtime
	8-5.00	Health and Safety
	8-6.00	Clothing and Uniforms
	10-1.00	Adult Education
	11-2.00	Printing of the Agreement
	11-3.00	Local Arrangements
	11-4.00	Appendices and Letters of Agreement
	11-5.00	Interpretation of Texts
	11-6.00	Coming into Force of the Agreement

Appendix A Salary Scales and Rates

- b) In addition, the temporary employee who has worked at least six (6) months since his hiring shall also be entitled to the following clauses or articles:

5-1.00	Special Leaves
5-3.00	Life, Health and Salary Insurance Plans, with the exception of paragraph B) of clause 5-3.32
5-4.00	Parental Rights (according to the terms and conditions provided for in Letter of Agreement No.6 of the agreement)
5-6.00	Vacation
5-9.00	Work Accidents and Occupational Diseases with the exception of paragraphs C) and D) of clause 5-9.03 and clauses 5-9.11 to 5-9.21 inclusively

Appendix D. Parental Rights

- c) The temporary employee whose period of employment exceeds the period determined in paragraph A) of clause 1-2.12 or, where applicable, exceeds the period agreed to with the union within the framework of this paragraph A) shall obtain the status of regular employee.
- d) Within the framework of paragraph B) of clause 1-2.12, the temporary employee shall be dismissed when the replaced employee resumes his position or if the position becomes permanently vacant or is abolished.

2-1.01 B)
(cont'd)

- e) In the case where the substitute employee obtains, within the framework of article 7-1.00, the position of the employee he replaced without any interruption between the time of the replacement and the time when the position became permanently vacant, the probation period to become a regular employee shall be reduced by half if the time worked during the replacement period for the position is equal to at least fifty per cent (50%) of the probation period referred to in clause 1-2.19.
- f) The temporary employee shall also be entitled to the grievance and arbitration procedure if he feels wronged with respect to the rights to which he is entitled under the agreement.

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

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

D) FOR THE EMPLOYEE WORKING WITHIN THE FRAMEWORK OF RENTAL OF ROOMS OR HALLS

The employee shall be entitled only to article 6-8.00 of the agreement.

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

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

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

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

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

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

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

The use of the services of a person who does not receive any salary from the board must not result in the laying-off of a regular employee, his placement in surplus, or entail the reduction of the number of hours of a regular employee.

2-2.00 RECOGNITION

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

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

In the case where the same kind of grievance is filed in several school boards, the national negotiating parties, at the request of either one, must meet in order to deal with it within the sixty (60) days following the request. Failing agreement, the national union negotiating party may request at the time of the preparation of the arbitration role, that one of these grievances be heard on a priority basis to every other grievance except those related to dismissals.

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

2-2.03 Following the coming into force of the agreement, any individual agreement between an employee and the school board, regarding working conditions different from those which are provided for in the agreement, must receive the union's approval in writing in order to be valid.

2-2.04 The national negotiating parties shall agree to meet occasionally in order to discuss any question relating to the employees' working conditions and to adopt the appropriate solutions. Any solution accepted in writing by the national negotiating parties may subtract from, add to, or alter any provision of the agreement.

2-2.04
(cont'd)

However, any solution thusly accepted shall apply only with the written consent of the school board and the union. These provisions must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code.

CHAPTER 3-0.00 UNION PREROGATIVES

3-1.00 UNION REPRESENTATION

Union Delegate

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

3-1.02 To this end, the board shall authorize, for a valid reason, the employee and the union delegate to temporarily interrupt their work without loss of salary or reimbursement. The request for the absence must indicate the probable duration of their absence.

3-1.03 However, in the case where, in the same establishment, there are three (3) employees or less of a bargaining unit, the union may appoint a delegate for a group of employees included in its territory which must not exceed a radius of 1,6 kilometres.

Union Representative

3-1.04 The union may designate, among the employees, for all the employees who are members of the union, a maximum of five (5) union representatives.

3-1.05 The duties of the syndical representative shall be:

- A) to assist an employee following the formulation of a grievance in order to obtain, where applicable, the information necessary for the meeting provided for in paragraph A) of clause 9-1.03;
- B) to represent an employee during the meeting provided for in paragraph A) of clause 9-1.03;
- C) to represent the employees at the Labour relations committee;
- D) to represent an employee during the meeting provided for in subparagraph a) of paragraph B) of clause 5-3.32.

Only one representative at a time may, in the exercise of his duties, temporarily interrupt his work for a limited time, without loss of salary and without reimbursement, after having received the authorization of his immediate superior who cannot refuse without a valid reason.

3-1.05 (cont'd) However, a maximum of three (3) representatives may be absent at the same time, without loss of salary or reimbursement, to take part in a meeting of the labour relations committee provided for in article 4-1.00, the professional improvement committee provided for in article 5-7.04 and during the meeting provided for in paragraph A) of clause 9-1.03.

3-1.06 If the union representative is unable to act, or during his absence, a union delegate may, after having obtained authorization from his immediate superior, be absent from his work to accompany an employee during the meeting provided for in clause 9-1.01. This authorization cannot be refused without a valid reason.

3-1.07 The union shall inform the school board of the name and the area of activities of each delegate and of the union representatives within fifteen (15) days following their appointment and shall also inform it of any change.

3-1.08 The employee who meets a union representative as provided for in clauses 3-1.05 and 9-1.01 shall be permitted to be absent without loss of salary or reimbursement.

3-2.00 MEETINGS OF JOINT COMMITTEES

3-2.01 Any union representative appointed to a joint committee provided for in this agreement, may be absent from his work without loss of salary or reimbursement, in order to attend this committee's meetings or to carry out work required by the parties.

3-2.02 Any union representative appointed to a joint committee which is not provided for in this agreement but the establishment of which is accepted by the school board and the union or by the national negotiating parties, may be absent from his work, without loss of salary or reimbursement, in order to attend this committee's meetings or to carry out work required by the parties.

3-2.03 The expenses incurred by the union representative, appointed to a joint committee, shall be reimbursed by the party he represents, except if otherwise stipulated. Therefore, he shall not be entitled to any additional remuneration.

3-2.04 The union representative must inform his immediate superior in advance of the name of the committee on which he is requested to sit and of the anticipated duration of the meeting.

3-2.05 The committee, if it considers it useful, may hear any resource person during its meetings.

3-2.06 The union representative referred to in clauses 3-2.01 and 3-2.02 may be absent without loss of salary or reimbursement and retains all the rights conferred on him by the agreement.

3-2.07 The union advisor may participate in joint committee meetings provided for in the agreement. However, the board or its representatives must be advised of the presence of such an advisor within a reasonable period prior to the meeting.

3-3.00 LEAVE OF ABSENCE FOR UNION ACTIVITIES

Releases for national negotiations

3-3.01 The national negotiating parties may establish a committee six (6) months prior to the date for the commencement of negotiations as provided for by law. The parties must meet within thirty (30) days of the establishment of the committee, if applicable, in order to study and establish the terms and conditions for the release, salary and reimbursement, if need be, of the union representatives for the preparation and negotiation of the next collective agreement.

Full-Time Releases

3-3.02 At the union's written request, sent at least fifteen (15) days in advance, the school board shall release an employee for full-time union activities and for an uninterrupted period varying from one (1) to twelve (12) months, renewable according to the same procedure.

3-3.03 The employee or the union must notify the school board at least fifteen (15) days before his return to work. Upon his return to work the employee resumes the position he held on his departure, subject to the provisions of article 7-3.00.

3-3.04 In the case where the position the employee held before his departure is affected by a personnel movement, the provisions of article 7-3.00 shall apply to this employee at the time when his position was affected.

Releases for Union Activities

3-3.05 At the union's written request, sent at least forty-eight (48) hours before the date of the beginning of the absence, the school board shall release an employee for union activities for a maximum of thirty-five (35) workdays per fiscal year; these releases are taken at a rate of no less than half-a-day at a time.

Miscellaneous Provisions

- 3-3.06 In the case of absences authorized by virtue of this article, the salary and the fringe benefits of the employees shall be maintained, provided that the union reimburse the school board for the salary in all cases, and in the case of an employee released according to the provisions of clause 3-3.02, for the salary and the costs incurred by the school board for the fringe benefits.
- 3-3.07 The reimbursement provided for in clause 3-3.06 shall be paid within the thirty (30) days after the school board forwards to the union the quarterly statement indicating the names of the employees absent, the length of their absences and the amounts owing.
- 3-3.08 The employee thus released shall retain the rights and privileges granted to him by this agreement.
- 3-3.09 The union representative and the accompanying plaintiff shall be released from work for arbitration sessions. As well, the witnesses shall be released from their work for the time deemed necessary by the arbitrator. In the case of a collective grievance, only one plaintiff shall be released.

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

3-4.00 POSTING AND DISTRIBUTION

- 3-4.01 The school board shall place at the disposal of the union, bulletin boards which are in evidence in its buildings or schools, usually those or near those used by the school board for its own documents or near the employees' entrance and exit areas.
- 3-4.02 The union may use these bulletin boards to post a notice of meeting or any other document related to union activity issued by the union provided that it be signed by a union representative and that a certified true copy be given to the person designated by the school board.
- 3-4.03 The union may distribute any document of a syndical nature to each of the employees in the workplace but outside of the working hours of these employees.

The union may place any document of a syndical nature in every employee's mailbox.

3-4.03 (cont'd) The union may use the internal mail service of the board as long as such service is already at the disposal of the union on the date of signing of the collective agreement. If this is not the case, the board and the union may, nevertheless, agree, in writing, regarding the use of the internal mail service by the union.

3-5.00 UNION MEETINGS AND USE OF BOARD PREMISES FOR UNION PURPOSES

3-5.01 All union meetings must be held outside the regular working hours of the group of employees concerned, unless there is a written agreement to the contrary.

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

3-5.03 If a union meeting involving employees is held, during work hours, at the request of the board, its authorized representative or with its express permission, these employees may attend this meeting without loss of salary or reimbursement for the duration of the meeting.

3-5.04 At the union's written request, the school board shall provide free of charge, insofar as it is available, suitable premises in one of its buildings for the union meetings of the members of the union. The school board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the premises used are left in the condition in which they are found. The rental of such premises shall not entail the payment of any additional remuneration nor additional costs.

3-5.05 The board that already does so shall continue to provide the union, under the same conditions, with premises for secretarial purposes. Nevertheless, these conditions may be changed by the board following consultation with the union.

In the other cases, the board shall provide the union an available room, if any, for secretarial purposes, for the exclusive use by the union, accessible at all times, according to terms and conditions to be agreed upon by the board and the union.

3-5.05 (cont'd) The use of these premises may be withdrawn because of administrative or pedagogical needs, conditional on a forty-five (45) day written notice by the board to the union. In this case the board shall provide another room, if available, according to terms and conditions to be agreed upon by the board and the union.

3-5.06 The board and the union may conclude a local arrangement concerning the loan and use of office equipment.

3-6.00 **UNION DUES**

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

3-6.02 Any change in the union dues shall take effect, at the latest, within the thirty (30) days following the school board's receipt of a copy of a regulation or resolution to this effect.

3-6.03 Each month, the school board shall give the union the dues collected during the preceding month as well as the list of the contributing employees' names and the amount paid by each. In the case where a school board provides the list of names in alphabetical order and/or returns the dues more frequently, it shall continue to do so.

Within sixty (60) days of the end of the fiscal year the board shall provide the union with the sum total of the earnings subject to dues and the sum total of the dues.

3-6.04 The union shall undertake to assume the case of the school board and to indemnify it against any claim that could be made by an employee regarding the union dues deducted from his salary by virtue of the provisions of this article.

3-7.00 **UNION SECURITY**

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

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

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

3-7.04 For the purposes of applying this article, the school board shall give to the employee who is hired after the date of signing of this agreement an application form for membership in the union and for authorization for deduction of membership fees, in accordance with the above union security provisions. The employee shall complete the forms and shall return them to the union through the school board. The union shall supply the school board with the said forms.

3-8.00 DOCUMENTATION

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

3-8.02 By November 30 of each year at the latest, the school board shall supply the union with the complete list of the employees to whom this agreement applies and shall indicate for each: his name and surname, his status (on probation, permanent regular, regular, temporary), the position held, the class of employment and salary, his date of birth, the address of his domicile, his telephone number and his social insurance number as brought to its attention as well as any other information previously furnished. The school board shall continue to provide the list of the employees' names in alphabetical order if it was doing so prior to the date of signing of this agreement.

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

- A) the name of the new employee, the date on which he was hired and the information stipulated in clause 3-8.02;
- B) the name of the employee who has left the employ and the date of his departure;
- C) the name of the employee who changed position, the title of the new position and the date on which this change took place;
- D) the changes of address and of telephone numbers of employees brought to its attention;
- E) the names of the employees who worked on a temporary basis during the month, including the position held and the duration thereof.

3-8.03
(cont'd)

F) any other information agreed to by the board and the union.

3-8.04

At the same time, the school board shall forward to the union a copy of all the directives sent to an employee, a group of employees or to all the employees.

3-8.05

Within fifteen (15) days of their adoption, the school board shall forward to the union, a copy of all regulations or resolutions concerning an employee, a group of employees or all the employees to whom this agreement applies.

3-8.06

As long as the board has not transmitted the documents referred to in clauses 3-8.04 and 3-8.05, these documents shall not be held against the employee concerned.

3-8.07

Within fifteen (15) days of their appointment, the union shall provide the school board with the names of its representatives, job titles, the name of the committee on which they sit, if applicable, as well as the address for all official correspondence to the union and shall advise it of any change.

3-8.08

The school board shall forward to the union the names of the employees who obtain a leave of absence without salary for more than one (1) month or a leave of absence in accordance with article 5-4.00 (unless the employee is opposed) and shall indicate the duration anticipated for the absence. The union shall be informed of any extension.

3-8.09

In the case where the board already provides the union with copies of the minutes of its decision making bodies: council of commissioners and executive committee, it shall continue to do so.

In the other cases, the board shall recognize for the union all the rights of a taxpayer as regards the obtaining of minutes and the consultation of the Minute Book of the board.

Upon request the board shall provide the union with copies of minutes dealing with the integration of school boards.

CHAPTER 4-0.00 LABOUR RELATIONS COMMITTEE

4-1.00 LABOUR RELATIONS COMMITTEE

- 4-1.01 Within thirty (30) days following the written request of the school board or union, the parties shall form an advisory committee called the "Labour Relations Committee".
- 4-1.02 This committee shall have equal representation and shall comprise, at the most, three (3) union representatives and three (3) school board representatives, it being specified that the union representatives may be other than the employees referred to in clause 3-1.04
- 4-1.03 The Labour Relations Committee shall be responsible for its internal management.
- 4-1.04 The committee may submit recommendations to the school board on matters of a professional nature and on any other subject that is specifically referred to it by this agreement. A copy of every recommendation shall be forwarded to the union at the same time.
- 4-1.05 Any problem concerning working conditions dealt with by the agreement may be submitted to the Labour Relations Committee.
- 4-1.06 The committee can consult any resource person regarding special cases submitted to it. The salary of any employee who, at the committee's request, acts as a resource person during his regular working hours shall be maintained.
- 4-1.07 At a subsequent meeting of the Labour Relations Committee, the union representatives may ask the school board representatives to explain a decision of the school board regarding a subject which was previously discussed by the Labour Relations Committee and any other decision concerning or affecting the employees covered by the agreement.

CHAPTER 5-0.00 SOCIAL SECURITY

5-1.00 SPECIAL LEAVES

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

- A) his marriage: a maximum of seven (7) consecutive days, workdays or not, including the day of the wedding;
- B) the marriage of his father, mother, brother, sister, child: the day of the event;
- C) the death of his spouse, of his child, his spouse's child living with the employee: a maximum of seven (7) consecutive days, workdays or not, including the day of the funeral; for this purpose, the definition of spouse is the one provided for in clause 5-3.02;
- D) the death of his father, mother, brother, sister: a maximum of five (5) consecutive days, workdays or not, including the day of the funeral;
- E) the death of his father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter, grandson: a maximum of three (3) consecutive days, workdays or not, including the day of the funeral;
- F) the death of his former spouse*: the day of the funeral, if there were children of the union and they are still minors and the employee attends the funeral;
- G) moving: the moving day; however, an employee shall not be entitled to more than one (1) day off per year for this purpose;
- H) a maximum of three (3) workdays per year to cover any other events considered as an act of God (disaster, fire or flood) which obliges an employee to be absent from his work or any other reason which obliges the employee to be absent from his work and the union agree to grant special permission for absence without loss of salary.

* For the purposes of this article, the definition of the word "spouse" is that contained in paragraph A) of clause 5-3.02.

5-1.01 (cont'd) If in the cases referred to in preceding paragraphs C) and D), there is a cremation or burial service following the funeral, the employee may avail himself of the following option:

Paragraph C): six (6) consecutive days, workdays or not, including the day of the funeral, plus one (1) additional day to attend the cremation;

Paragraph D): four (4) consecutive days, workdays or not, including the day of the funeral, plus one (1) additional day to attend the cremation.

5-1.02 The employee shall only be permitted to be absent, without loss of salary, in the cases referred to in subparagraphs C), D) and E) of clause 5-1.01, if he attends the funeral; if the funeral takes place at a distance of more than two hundred and forty (240) kilometres from the employee's residence, the latter shall be entitled to one (1) additional day and to two (2) additional days if the funeral takes place at a distance of more than four hundred and eighty (480) kilometres from his residence.

5-1.03 In all cases, the employee must notify his immediate superior and produce, upon written request, the proof, whenever possible, or the attestation of these facts.

5-1.04 The employee who is called to act as a juror or a witness in a case where he is not a party shall benefit from a leave of absence without loss of salary. However, he must give the school board, when he receives it, the monetary compensation paid to him for services as a juror or a witness.

5-1.05 Furthermore, the school board shall, when requested, allow an employee to be absent without loss of salary during the time when:

- A) he sits for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- B) by order of the municipal or provincial health bureau, is placed in quarantine in his dwelling as a result of a contagious disease affecting a person living in the same dwelling;
- C) at the specific request of the school board, undergoes a medical examination in addition to that required in accordance with the law.

5-1.06 The school board may also allow an employee to be absent without loss of salary for any other reason not provided for in this article but which it deems valid.

5-1.07 Within sixty (60) days of the date of the signing of the agreement, the school board shall establish, after consulting the union, a policy applicable to all categories of personnel concerning the closing of buildings during inclement weather.

Within the framework of the preceding provisions, the school board must ensure that all groups of employees at the board are treated in an equitable and comparable manner.

Such a policy must provide specific methods of compensation for the employee required to report to work when the group of employees to which he belongs is not required to report.

Notwithstanding the foregoing, the school board may continue to apply the policy in effect on the date of the signing of the agreement providing it complies with the provisions of this clause.

5-2.00 LEGAL HOLIDAYS WITH PAY

5-2.01 The employees shall benefit from thirteen (13) guaranteed legal holidays, without loss of salary, during each fiscal year.

These are the following:

January 1
January 2
Good Friday
Easter Monday
Dollard des Ormeaux Day or Victoria Day
June 24 (Fête nationale des Québécois)
Canada Day
Labour Day
Thanksgiving Day
December 24
December 25
December 26
December 31

The employee who holds a part-time position shall benefit from such legal holidays with pay proportionate to his regular workweek in relation to the duration of the regular workweek, as provided in article 8-2.00. The school board and the union may agree on the terms and conditions for the application of this paragraph.

5-2.02 However, before July 1 of each year, following an agreement with the union or with the group of unions concerned (support personnel), the list contained in clause 5-2.01 may be modified. Such modification must take into account the school calendar and the categories of personnel involved.

5-2.03 In the case where the former collective agreement or a regulation or resolution of the school board in effect during the 1975-1976 year, provided for a paid legal holiday plan whose application for any of the fiscal years of this agreement would have allowed a number of legal holidays with pay greater than that provided for annually in clause 5-2.01, the number of paid legal holidays provided for in clause 5-2.01 is increased for all the employees covered by this collective agreement and to whom clause 5-2.01 applies, for the year concerned, by the difference between the number of paid legal holidays obtained by the application of the former plan for the year concerned and that provided for in clause 5-2.01.

The board shall attempt to reach an understanding with the union concerning the scheduling of such additional paid legal holidays; failing an agreement, these days shall be scheduled by the board before July 1 of each year. The scheduling of such days must take into account the restrictions imposed by the school calendar.

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

5-2.05 If a paid legal holiday falls on a Saturday or Sunday, the board shall attempt to reach an agreement with the union or the group of unions concerned, regarding the scheduling of that day, the workday before or after the holiday; failing to reach an agreement, the legal holiday shall be scheduled by the board the day before or after the holiday.

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

5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS

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

- 5-3.01 (cont'd)
- A) any employee who holds a full-time position, and this, as of the coming into force of the plans described hereinafter, if he is in the employ of the school board on this date, if not, as of his entry into service;
 - B) any employee who holds a part-time position, and this, as of the coming into force of the plans described hereinafter, if he is in the service of the school board on this date, if not, as of his entry into service. In this case, the school board shall pay half of the contribution which would be payable for an employee as provided for in paragraph A) above, the employee paying the remainder of the school board's contribution in addition to his own contribution;
 - C) the temporary employee who has worked for at least six (6) months since his last hiring.

5-3.02 For the purposes of this article, the word "dependent" shall mean the employee's wholly dependent child or spouse as defined as follows:

- A) "spouse" means a person who has become an employee's spouse by virtue of a marriage legally contracted in the Province of Québec or elsewhere and acknowledged as valid under Québec law or for an unmarried person as a result of permanently living for over three (3)* 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 divorce or annulment shall entail the loss of any person's rights as a "spouse" as well as any de facto separation of over three (3) months in the case of a marriage not legally contracted;
- B) "dependent child" means a child of an employee, of his spouse or of both, unmarried and living or domiciled in Canada, who is relying on the employee for his financial support and is under eighteen (18) years of age; every such child under twenty-five (25) years of age who is a duly registered student attending, on a full-time basis, a recognized institution of learning, as well as every child who has become totally disabled prior to reaching his eighteenth (18) birthday or a student who has become totally disabled between eighteen (18) and twenty-five (25) years of age and has remained continuously disabled since this time.

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

- 5-3.03 The word "disability" means any state of incapacity resulting from an illness, including an accident, but excluding an absence provided for under article 5-9.00 subject to clause 5-9.08, which requires medical treatment as well as a surgical procedure directly related to family planning or an absence provided for in clause 5-4.18, such incapacity causing the employee to be totally unable to perform the usual duties of his position or of any other similar position calling for comparable remuneration which may be offered to him by the employer.
- 5-3.04 "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 availability for such full-time work, unless the employee establishes to the satisfaction of the school board or of its representative that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.
- 5-3.05 Any period of disability resulting from self-inflicted illness or injury on the part of the employee, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act or service in the armed forces shall not be recognized as a period of disability for the purposes of this article.
- Notwithstanding the preceding, in the case of alcoholism or drug addiction, for purposes of this article, the period of disability during which the employee receives medical treatment or care for rehabilitation, shall be considered as a period of disability.
- 5-3.06 A) The life insurance provisions provided for in the 1983-1985 collective agreement shall remain in effect under the conditions provided therein until the date of signing of the agreement.
- B) The health insurance provisions provided for in the 1983-1985 collective agreement shall continue to apply until the date provided by the parity committee.
- C) The salary insurance provisions described in article 5-3.00 of the 1983-1985 collective agreement shall continue to apply until the date of signing of the agreement.

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

5-3.06 (cont'd) D) The new life insurance plan shall come into effect on the date of the signing of the agreement.

E) The new health insurance plan shall come into effect on the date provided for by the parity committee.

F) The new salary insurance plan shall come into effect on the date of the signing of the agreement.

5-3.07 Any other modification to the health insurance plan or to the supplemental plans shall come into force on the date set by the parity committee.

5-3.08 As a counterpart to the school board's contribution to the benefits hereinafter provided for, the full amount of the rebate allowed by Employment and Immigration Canada (EIC) in the case of a registered plan shall be the exclusive property of the school board.

PARITY COMMITTEE

5-3.09 The national negotiating parties agree to form, if this has not already been done, a single parity committee consisting of six (6) persons responsible for the establishment and the application of the basic health insurance plan and of the supplemental plans provided for in this article. The parity committee shall be operative as soon as it is set up.

5-3.10 The committee shall choose a chairman from outside its members within twenty (20) days following its creation at the latest, but no later than forty (40) days after the date of signing of the agreement, failing which, this chairman shall be chosen within the following twenty (20) days by the Chief Justice of the Labour Court. This chairman should preferably be an actuary, living and domiciled in the Province of Québec for at least three (3) years or, failing which, a person having equivalent qualifications.

5-3.11 The national negotiating parties shall be entitled to one vote each. The chairman shall be entitled to one vote, to be used solely when voting is equally divided. Subject to the other recourses of each of the parties, both parties shall expressly renounce any contestation before the arbitration tribunal of any decision rendered by the committee or by its chairman before the tribunal.

5-3.12 The parity committee may establish one or more supplemental plans and, subject to clause 5-3.12, the cost of these plans shall be borne entirely by the participants. The school board shall nevertheless take part in the setting up and the implementation

5-3.12 (cont'd) of these plans as provided for hereinafter, especially by deducting the required contributions. The number of supplemental plans established shall not exceed four (4). Unless exempted by virtue of clause 5-3.30, participation in a supplemental plan shall presume participation in the basic health insurance plan, but a certain amount of life insurance may nevertheless be maintained for retired employees.

5-3.13 The parity committee may choose to merge with other parity committees provided for in other collective agreements and operate as a single parity committee. It is thus agreed that the committee's mandate shall be that defined hereinafter. Moreover, subject to clause 5-3.12, the employees, covered by these committees, shall constitute a single group. A parity committee, which has chosen to merge may only withdraw from its group on a policy anniversary subject to a ninety (90) day written notice previously given to the other parity committees.

Failing agreement on the part of the national negotiating parties as to whether or not a merger should be carried out, the chairman must not vote and the status quo shall be maintained.

5-3.14 The parity committee must see to the setting up of a long-term salary insurance plan which must meet the following requirements:

- A) the waiting period must not be less than six (6) months nor be less than the period required to exhaust the employee's bank of sick-days, as the case may be;
- B) the basic benefit may not exceed eighty-five (85) percent of the salary in effect at the beginning of the disability, including the benefits the employee may receive from any other source, in particular by virtue of the Quebec Pension Plan, the Act respecting industrial accidents and occupational diseases and the Retirement Plan; this maximum must not be interpreted as imposing a limit on the benefits an employee may receive from personal sources;
- C) the salary insurance benefits paid by virtue of the salary insurance plan provided for hereinafter shall be subtracted from the amount provided for by the complementary plan.

5-3.15 The committee shall determine the provisions of the basic health insurance plan and of the supplemental plans and, if applicable, draw up specifications and obtain one or more group insurance policies covering all the participants in the plans. To this end, the committee may request bids from all insurance companies with head offices located in the province of Québec or according to any other method that it determines. The policy must contain

5-3.15 (cont'd) a specific provision with regard to the premium reduction that shall be allowed in the event that drugs prescribed by a physician shall no longer be considered as covered expenses under the basic health insurance plan.

5-3.16 The committee must carry out a comparative analysis of all bids received, if need be, and after having made its choice, provide each party with a report on such analysis and a statement giving reasons for its choice. The insurer selected may be a single insurer or a group of insurers acting as a single insurer.

The specifications must provide that the committee may obtain from the insurer a detailed statement of all operations carried out under 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 expenses which are added to those provided in the retention formula, any and all additional useful and relevant statement, figures or statistics which may be requested by a national negotiating party. The committee shall provide each national negotiating party with a copy of the information thus obtained.

5-3.17 Furthermore, if an insurer selected by the committee should at any time modify the basis of the retention calculation, the committee may select a new 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 relation to the bids submitted by any other insurer be deemed to be substantial.

5-3.18 The benefit from exemption from a plan must be the same for all plans as regards the starting date and must be total.

5-3.19 The committee may agree to maintain from year to year for the retirees, with appropriate amendments, the basic health insurance plan without any contribution on the part of the school board provided that:

- the employees' contribution to the plan and the corresponding contribution of the board be determined while excluding any cost resulting from the extension of coverage applying to retirees;

- 5-3.19 (cont'd) - all disbursements, contributions and rebates pertaining to retirees be recorded separately and any additional contribution which may be payable by the employees by virtue of the extension to retirees be clearly identified as such.
- 5-3.20 Every policy must be jointly issued to the parties constituting the committee and include, among others, the following stipulations:
- A) a guarantee to the effect that neither the factors of the retention formula nor the rate according to which the premiums are calculated may be increased prior to January 1st, following the end of the first full policy year, nor more often than on January 1st thereafter;
 - B) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed annually by the insurer as dividends or rebates, after deduction of the agreed amount according to the predetermined retention formula allowing for contingency, administration, reserves, taxes and profit;
 - C) the premium for a period must be computed in accordance with the rate applying to the participant on the first day of the period;
 - D) no premium shall be payable for a period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a period during which the employee's participation terminates.
- 5-3.21 The parity committee shall entrust to the Fédération and the Ministère the carrying out of the operations as may be required for the implementation and the application of the basic health insurance plan and of the supplemental plans; this work shall be carried out according to the committee's instructions.
- The Fédération and the Ministère shall be entitled to reimbursement for the costs incurred as provided hereinafter.
- 5-3.22 Dividends or rebates to be paid as a result of favourable experience with the plans shall constitute funds entrusted to the management of the committee. Fees, including those of the committee chairman and expenses or disbursements incurred for the implementation and application of the plans shall constitute primary liens against such funds, it being specified that the reimbursable expenses shall not include the school board's regular operating expenses.

- 5-3.23 The balance of a plan's funds shall be used by the parity committee either to grant a waiver of premium for a period or to meet the increases in the rates of premiums or to improve the already existing plans.

For purposes of this clause, the basic plan must be treated separately from the supplemental plans.

- 5-3.24 The members of the parity committee shall not be entitled to any reimbursement of expenses or to any remuneration for their services on this committee but their employer shall, nevertheless, pay their salaries.

II STANDARD LIFE INSURANCE PLAN

- 5-3.25 Each employee shall benefit, without contribution on his part, from an amount of life insurance equal to six thousand four hundred dollars (\$6,400). This amount shall be reduced by fifty (50) percent for the employees referred to in paragraph B) of clause 5-3.01.

The provisions of clause .26 of Appendix "C" of the 1971-1975 collective agreement shall continue to apply to the employees who benefited from it on the date of the signing of this agreement and this, for the duration of this agreement.

III BASIC HEALTH INSURANCE PLAN

- 5-3.26 The basic plan shall cover, as per the terms set down by the parity committee, all drugs sold by a licenced 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 employee is temporarily outside of Canada and his condition requires hospitalization outside of Canada, the cost of purchasing an artificial limb due to a loss sustained while a participant or other supplies or services prescribed by the attending physician and required for the treatment of an illness.

- 5-3.27 The school board's contribution to the basic health insurance plan as regards each employee shall be limited to the lesser of:

- A) in the case of a participant insured for himself and his dependents: fifty-four dollars (\$54) per year and the tax on this amount, as the case may be;

- 5-3.27 (cont'd)
- B) in the case of an individually insured participant: twenty-one dollars and sixty cents (\$21.60) per year and the tax on this amount, as the case may be;
 - C) an amount equal to twice the contribution paid by the participant himself for the benefits provided by the basic plan.

The board's contribution shall apply as of January 1, 1987.

- 5-3.28
- In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts of twenty-one dollars and sixty cents (\$21.60) and of fifty-four dollars (\$54) shall be reduced by two thirds (2/3) of the yearly costs of the drug benefits included in the basic health insurance plan. The balance not required of the premiums of the basic health insurance plan may be used until the expiry of this agreement as an employer's contribution to the supplemental plans provided for above on the condition that the school board may not be called upon to pay an amount greater than that paid by the participant himself.

It is understood that the supplemental plans in existence on the date of the extension may be modified accordingly and that, when necessary, new supplemental plans may be put into effect, subject to the maximum provided for in clause 5-3.12 including or not including the balance of the benefits of the basic plan.

- 5-3.29
- The health insurance benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.

- 5-3.30
- A) The participation in the basic health insurance plan shall be compulsory but an employee may, by giving prior written notice to his school board stating the name of the insurer refuse or cease to participate in the health insurance plan provided that he establishes that he and his dependents are insured as dependent under a group insurance plan affording similar benefits in terms of clause 5-3.02. In no case may the provisions of this paragraph require an employee to subscribe to two (2) different plans affording similar benefits; it is up to the employee to establish it with his school board.
 - B) Notwithstanding the foregoing, the participation of an employee whose regular workweek is less than twenty-five (25) percent of a full-time employee is not compulsory.
 - C) The employee on a leave without salary who desires to continue to participate in this plan, must make the request in writing and pay the entire applicable premiums, including the board's contribution as well as the applicable tax, as the case may be.

5-3.31 An employee 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:
 - a) he was previously covered as a dependent under clause 5-3.02 or otherwise, by virtue of the current group benefit plan or of any other plan offering similar protection;
 - b) that it is no longer possible for him to remain covered;
 - c) that his application is filed within thirty (30) days following the termination of his coverage;
- B) subject to paragraph A) above, coverage shall be 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 who, prior to his request, was not insured under this group plan, no liability rests with the insurer in respect of any payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

IV SALARY INSURANCE PLAN

5-3.32 A) Subject to the provisions herein and subject to article 5-9.00, an employee shall be entitled for every period of disability during which he is absent from work, to:

- a) up to the lesser of the number of sick-leave days accumulated to his credit or of five (5) workdays: the payment of a benefit equal to the salary he would have received had he been at work;
- b) upon termination of the payment of the benefit provided for in paragraph a), if 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 eighty-five (85) percent of the salary he would have been paid had he been at work;

5-3.32 A)
(cont'd)

- c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: to the payment of a benefit equal to sixty-six and two-thirds ($66 \frac{2}{3}$) percent of the salary he would have been paid had he been at work.

For the employee who holds a part-time position, the waiting period shall be calculated only on the basis of his working days, without exceeding his workweek and without extending the maximum period of one hundred and four (104) weeks of benefits; the salary of such an employee occupying a part-time position, for purposes of determining the benefit, shall be calculated in proportion to the regular hours worked as compared to the regular workweek provided for in clause 8-2.01 or in clause 8-2.02 as the case may be.

- B) During a disability period, the board may authorize a regular employee occupying a full time position absent for at least twelve (12) weeks to return to work on a gradual basis. In this case:
 - a) the board and the employee accompanied by his union delegate or representative, if he so desires, shall determine the period of gradual return to work without exceeding twelve (12) consecutive weeks and they shall determine the time to be worked;
 - b) during the period of gradual return to work, the employee shall be considered on a disability leave and this even if he is working;
 - c) while he is working, the employee must be able to perform all of his usual duties and functions;
 - d) the employee must provide an attestation from his physician attesting that he may return on a gradual basis;
 - e) the period of gradual return must be followed by the employee's return to work on a full-time basis;
 - f) at the expiration of the initial gradual return to work period, if the employee is unable to return to work on a full-time basis, the board and the employee may agree to another period of gradual return while respecting the other conditions provided for in this clause; failing an agreement, the employee shall definitely return to work on a full-time basis or shall continue his disability period.

- 5-3.32 B) g) the preceding provisions shall not have the effect of
(cont'd) extending the maximum period of one hundred and four
(104) weeks of benefits.

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

- 5-3.33 As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) or, if applicable, in the Teachers Pension Plan (RRE), or 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 paragraph A) of clause 5-3.32, he shall benefit from a waiver of his contributions to his retirement plan (RREGOP, RRE and 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 insurance.

The board may not dismiss an employee for the sole reason of his physical or mental incapacity as long as the employee can benefit from the application of clause 5-3.32 or of article 5-9.00. However, the fact that an employee does not avail himself of clause 5-3.45 cannot prevent the board from dismissing such employee.

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

When a disability benefit is paid by the Régie de l'assurance-automobile du Québec (RAAQ), the employee's gross taxable income is established as follows: the school board makes the equivalent of all deductions required by law from the basic salary insurance; the net income thus obtained is reduced by the amount of benefit received from the RAAQ and the difference is the employee's gross taxable income from which the school board makes all the deductions, contributions and dues required by law and the collective agreement.

5-3.34 (cont'd) The board shall deduct one tenth (1/10) of a day from the bank of sick-days per day used by virtue of subparagraph a) of paragraph A) of clause 5-3.32 if the employee receives benefits from the Régie de l'assurance-automobile du Québec.

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

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

5-3.35 The payment of this benefit shall terminate at the latest with the payment due for the last week of the month during which the employee begins his retirement. The amount of benefit payable shall be divided as follows: for each workday of disability during a regular working week, 1/5 of the amount of benefit payable for one complete week.

5-3.36 No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the employee has provided the school board with a medical certificate.

5-3.37 Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the school board, subject however to the employee providing the supporting documents as required by clause 5-3.38.

5-3.38 The school board may require that the employee who is absent because of disability provide a written certificate for absences of less than four (4) days or a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the school board if the employee is absent for less than four (4) days. The school board may also require an examination of the employee concerned in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him to travel more than fifty (50) kilometres from his usual working premises shall be borne by the school board.

Upon the employee's return to work, the school board may require him to submit to a medical examination in order to establish whether he is sufficiently recovered to resume his work. The cost of the examination as well as the employee's transportation costs when the examination requires him to travel more than fifty (50) kilometres from his usual working premises shall be borne by the school board. If the employee's physician and the school board's physician disagree, the board and the union shall agree on the choice of a third physician whose conclusions shall be final.

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

5-3.39 When payment of benefits is refused by reason of presumed non-existence or termination of any disability, the employee may appeal the decision according to the provisions of Chapter 9-0.00.

5-3.40 Beginning July 1, 1986, and every anniversary thereof, the school board shall credit each employee covered by this article, seven (7) working days of sick leave except for an employee's first year of service, in which case, the credit shall be thirteen (13) days. This credit of six (6) additional days shall not apply when an employee is relocated by virtue of article 7-3.00 or of paragraph I) of clause 7-1.04.

The seven (7) days thus granted shall be non-cumulative but shall be redeemable on June 30th of each year at the rate of salary in effect on this date, when not used during the year. The six (6) additional days granted for the first year of service shall not be redeemable and shall not be reimbursable under any circumstances.

5-3.40 (cont'd) The employee who has thirteen (13) days or less of sick leave accumulated to his credit on June 1st may, by written notice to the school board prior to this date, choose not to cash the balance on June 30th of the seven (7) days granted by virtue of the first paragraph of this clause and not used under this date. The employee, having made this choice, shall add the balance on June 30th of these seven (7) days which are now non-redeemable, to the days of sick-leave already accumulated.

The school board shall dispose of a period of fifteen (15) days from June 30th in which to pay the balance of these seven (7) days.

5-3.41 If an employee becomes covered by this article in the course of a fiscal 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 understood that "complete month of service" signifies a month during which the employee is in the service for one-half or more of the workdays in the month.

Nevertheless, if an employee has used, in accordance with the agreement, part or all of the sick-days that the board credited to him on July 1st of the year, no claim shall be made following the application of this clause.

Notwithstanding the preceding provisions, the number of days credited by virtue of clause 5-3.39 shall not be reduced following a temporary layoff made by virtue of article 7-2.00.

5-3.42 In the case of an employee who holds a part-time position, the value of each day credited shall be reduced in proportion to the regular hours worked in relation to the regular workweek as provided for in article 8-2.00.

- 5-3.43
- A) Disabilities in course of payment on June 30, 1986 shall become covered under the salary insurance plan provided for in this article.
 - B) The effective date of the beginning of the disability period shall not be modified by the coming into effect of the new plan unless the employee satisfies the requirements of clause 5-3.04.
 - C) The disabled employee who is not entitled to any benefits on the date of the coming into force of the agreement is covered by the new plan upon his return to work and when commences a new disability period.

- 5-3.44 A) The employee who, on June 30, 1986 was covered by the provisions of paragraph .36 b) of Appendix "C" of the 1971-1975 agreement shall remain so. However, should he withdraw from this plan he shall maintain his right to the reimbursement of the value of redeemable days accumulated on June 30, 1986 in accordance with the provisions of the agreements which were applicable prior to the 1971-1975 agreement or a regulation of the board having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1986.

This value is determined on the basis of the salary on July 1, 1986 and shall bear interest at the rate of five (5) percent compounded yearly as of July 1, 1986. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined by virtue of a former agreement or a school board regulation having the same effect.

- B) The employee who benefitted until June 30, 1983 from redeemable sick-leave days shall maintain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 1983, in accordance with the provisions of agreements which were applicable prior to the 1983-1985 agreement or a school board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1983.

This value shall be determined on the basis of the salary on June 30, 1983 and shall bear interest at the rate of five (5) percent compounded yearly as of July 1, 1983. These provisions shall not, however, change the value already set for the redeemable sick-leave days the value of which has been determined by virtue of a former agreement or a school board regulation having the same effect.

- C) The employee who benefitted until June 30, 1979 from redeemable sick-leave days shall maintain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 1979, in accordance with the provisions of the agreements which were applicable prior to the 1979-1982 agreement or a school board regulation having the same effect, it being specified that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1979.

5-3.44 C)
(cont'd)

This value shall be determined on the basis of the salary on June 30, 1979 and shall bear interest at the rate of five (5) percent compounded yearly as of July 1, 1979. These provisions shall not, however, change the value already set for the redeemable sick-leave days the value of which has been determined by virtue of a former agreement or a school board regulation having the same effect.

- D) The employee who benefitted until June 30, 1976 from redeemable sick-leave days shall maintain the right to the reimbursement of the value of redeemable days accumulated on June 30, 1976, in accordance with the provisions of agreements which were applicable prior to the 1975-1979 agreement or a school board regulation having the same effect, it being specified that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1976.

This value shall be determined on the basis of the salary on July 1, 1976 and shall bear interest at the rate of five (5) percent compounded yearly as of July 1, 1976. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined by virtue of a former agreement or a school board regulation having the same effect.

- E) The employee who benefitted until June 30, 1973 from redeemable sick-leave days, shall maintain the right to the reimbursement of the value of redeemable days accumulated on July 1, 1973, in accordance with the provisions of formerly applicable agreements or a school board regulation having the same effect, it being specified that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following July 1, 1973.

This value shall be determined on the basis of the salary on July 1, 1973 and shall bear interest at the rate of five (5) percent compounded yearly as of that date. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined by virtue of a former agreement or a school board regulation having the same effect.

5-3.45

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

5-3.45
(cont'd)

The redeemable sick-leave days to an employee's credit according to clause 5-3.44 may also be used at a rate of one (1) day per day, for purposes other than those provided for in this article when the previous agreements allowed such use. Moreover, such redeemable sick-leave days to an employee's credit may also be used at a rate of one (1) day per day, for purposes other than illness, that is: a leave provided for in article 5-4.00 or for extending the employee's disability leave upon expiry of the benefits provided for in subparagraph c) of paragraph A) of clause 5-3.32 or for pre-retirement leave at the end of which the employee retires.

The employees may also use his non-redeemable sick-leave days to his credit, at a rate of one (1) day per day, to extend his disability leave upon expiry of the benefits provided for in subparagraph c) of paragraph A) of clause 5-3.32. In addition, such days may also be used to extend a leave provided for in article 5-4.00.

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

The redeemable sick-leave days to an employee's credit on June 30, 1973, June 30, 1976, June 30, 1979, June 30, 1983 or on June 30, 1986, as the case may be, shall be considered used at this date, when used by virtue of this clause as well as by virtue of the other provisions of this article.

5-3.46

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

- A) the redeemable days credited either by virtue of clause 5-3.40 of the agreement;
- B) after having used up the days mentioned in the preceding paragraph, the other redeemable days to the employee's credit;
- C) after having used up the days mentioned in the two preceding paragraphs, the non-redeemable days to the employee's credit.

5-3.47 Every employee benefitting from the first paragraph of clause 5-3.40 may use, subject to the provisions of the following paragraph, up to a maximum of two (2) days per year for personal reasons provided that the school board be given a minimum of twenty-four (24) hours' notice.

The days thus used shall be deducted from the credit of seven (7) redeemable days obtained by the applying the first paragraph of clause 5-3.40 and after these days have been used up, they shall be deducted from the other redeemable days to the employee's credit.

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

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

V MISCELLANEOUS PROVISIONS

5-3.49 For purposes of applying this article, the board shall be authorized to retain from the pay, every employee's contribution to the various insurance plans.

5-4.00 PARENTAL RIGHTS

SECTION I GENERAL PROVISIONS

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

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

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

- 5-4.04 Unless stipulated otherwise, no provision of this article may accord an employee a benefit, monetary or non-monetary, which he would not have had if he had remained at work.

SECTION II MATERNITY LEAVE

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

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

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

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

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

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

The leave may only be suspended once. It is completed when the child enters the family residence.

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

The time limit regarding the presentation of the notice may be less if a medical certificate confirms that the employee must leave her job sooner than expected. In case of an unforeseen event, the employee shall be exempted from the formality of the notice provided that she give the school board a medical certificate confirming that she has to leave her job without delay.

5-4.09 Cases Eligible for Unemployment Insurance

The employee who has accumulated twenty (20) weeks of service* before the beginning of her maternity leave and who, following the submission of the request for unemployment insurance benefits is declared to be eligible for such benefits, shall be entitled, during her maternity leave, subject to clause 5-4.12, to receive:

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

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

** 93 percent: This percentage was set to take into account the fact that the employee in this situation is exempt from contributing to the pension or unemployment insurance plans. Such contribution on an average is equal to seven (7) percent of her salary.

*** For the sole purposes of this article, "basic salary" means the regular salary of the employee including the regular salary supplement for a regularly adjusted workweek as well as the premiums for additional responsibilities to the exclusion of others without any additional remuneration even for overtime.

5-4.09 B
(cont'd)

However, in the case of the employee who works for more than one employer from among those provided for in paragraph C) of clause 5-4.11, she shall receive an additional compensation from each of her employers. In this case, the additional compensation shall be equal to the difference between ninety-three (93) percent of the basic salary paid by the board and the percentage of the unemployment insurance benefit corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the employee shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by EIC.

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

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

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

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

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

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

5-4.09 (cont'd) The total amounts received by the employee during her maternity leave, in unemployment insurance benefits, compensation and salary may not however exceed ninety-three (93) percent of the basic salary paid by her school board or, where applicable, by her employers (including her board).

Cases not Eligible for Unemployment Insurance

5-4.10 The employee who is excluded from unemployment insurance benefits or who is declared ineligible shall also be excluded from any other compensation. However:

A) The employee who holds a full-time position and who has accumulated twenty (20) weeks of service* shall also be entitled to a compensation equal to ninety-three (93) percent of her basic weekly salary for ten (10) weeks, if she is not eligible for unemployment insurance benefits for the following reason:

she did not hold an insurable job for at least twenty (20) weeks during the period of reference provided for in the unemployment insurance plan.

B) The employee who holds a part-time position and who has accumulated twenty (20) weeks of service* shall be entitled to a compensation equal to ninety-five (95) percent of her basic weekly salary for ten (10) weeks, if she is not eligible for unemployment insurance benefits for one of the following reasons:

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

or

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

If the employee who holds a part-time position is exempted from contributing to the pension and unemployment insurance plans, the percentage of the compensation shall be set at ninety-three (93) percent.

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

5-4.11 In the cases provided for in clauses 5-4.09 and 5-4.10

- A) No compensation may be paid during the vacation period for which the employee is paid.
- B) The compensation due for the first two (2) weeks shall be paid by the school board in the two (2) weeks following the beginning of the leave. Unless the applicable salary payment system is on a weekly basis, the compensation due after this date shall be paid at two (2) week intervals. In the case of the employee who is eligible for unemployment insurance benefits, the first installment need only be paid fifteen (15) days after the school board receives proof that she is receiving unemployment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by EIC to the school board by means of a computerized statement shall be considered proof.
- C) Service shall be calculated on behalf of all the employers in the public and parapublic sectors (Civil Service, Education, Health and Social Services) including the following:
- the Commission des droits de la personne
 - the Commission des services juridiques
 - the Conseils de la santé et des services sociaux
 - the Office de la construction du Québec
 - the Corporations d'aide juridique
 - the Office franco-québécois pour la jeunesse
 - the Régie des installations olympiques
 - the Société des loteries et courses du Québec
 - the Commissions de formation professionnelle
 - the Société des traversiers du Québec
 - the Société immobilière du Québec
 - the Musée du Québec
 - the Musée de la civilisation
 - the Musée d'art contemporain
 - the Société des établissements de plein air du Québec
 - the Société de gestion du réseau informatique des commissions scolaires
 - and any other agency whose name is found in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., 1985, Chapter 12).

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

5-4.11 D) The basic weekly salary of the employee who holds a part-time (cont'd) position shall be the basic average weekly salary that she received during the last twenty (20) weeks preceding her maternity leave. If, during this period, the employee received benefits based on a certain percentage of her regular salary, it shall be understood that for calculation purposes, her basic salary during her maternity leave shall be the basic salary on the basis of which the benefits were established.

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

The provisions of this paragraph constitutes one or several of the specific stipulations referred to in clause 5-4.04.

5-4.12 The maternity leave allowance* paid by the Centres de main-d'oeuvre du Québec shall be deducted from the benefits to be paid under clause 5-4.09.

In the case where the provisions of the second subparagraph of paragraph B) of clause 5-4.09 shall apply, the subtraction shall be made by taking into account the terms and conditions concerning the distribution of the amount to be subtracted set forth therein.

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

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

* It is the allowance currently set at two hundred and forty dollars (\$240.00)

5-4.13 (cont'd) The employee may defer a maximum of four (4) weeks' 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.

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

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

During these extensions, the employee shall not receive any compensation or salary.

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

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

The employee 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 5-4.25.

The employee who does not comply with the preceding 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 this period, the employee who has not reported back to work shall be considered as having resigned.

5-4.17 Upon her return from maternity leave, the employee shall be reintegrated in her position or as the case may be, into a position obtained by virtue of clause 5-4.13. In the case where a position has been abolished or in the event of a transfer in accordance with article 7-3.00, the employee shall be entitled to the advantages she would have had had she been at work.

Similarly, upon her return from maternity leave, the employee who does not have a position shall retake the assignment she held at the time of her departure if the period of this appointment continues following the termination of the maternity leave. If the assignment is terminated, the employee shall benefit from the provisions of the agreement that may then apply, as the case may be.

SECTION III SPECIAL LEAVES REGARDING PREGNANCY AND BREAST-FEEDING

5-4.18

A) Temporary Assignment and Special Leave

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

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

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

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

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

During the special leave provided for in this clause, the employee shall be governed, as regards her compensation, by the provisions of the Act respecting occupational health and safety concerning the reassignment of the pregnant employee or the employee who is breast-feeding.

However, following a written request to this effect, the board shall pay the employee an advance on the benefit to be received on the basis of the anticipated benefits. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated benefit, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made in accordance with the provisions of the agreement concerning the reimbursement of amounts that have been overpaid.

5-4.18 A) The employee who works regularly at a cathode-ray terminal can request that her time at the terminal be reduced. The board must study the possibility of temporarily changing the duties, without loss of rights, of the employee assigned to a cathode-ray tube terminal so as to reduce her working time on the terminal to a maximum of two (2) hours per half-day. If modifications are possible, the board shall assign her to other duties which she is reasonably capable of performing for the remainder of her working time.

B) Other Special Leaves

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

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

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

During the special leaves granted under this section, the employee may avail herself of the benefits provided for in clause 5-4.13, insofar as she is normally entitled to them, and in clause 5-4.17 of section II. The employee referred to in paragraph B) of clause 5-4.18 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan.

However, in the case of subparagraph c) of paragraph B) of clause 5-4.18, the employee must first have used up the four (4) days mentioned in the first paragraph of this clause.

SECTION IV OTHER PARENTAL LEAVES

PATERNITY LEAVE

5-4.20

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

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

Upon his return from paternity leave the employee reassumes his position. In the event the position would have been abolished the employee shall be entitled to the benefits as if he had been at work.

LEAVES FOR ADOPTION AND LEAVES OF ABSENCE WITHOUT SALARY IN VIEW OF ADOPTION

5-4.21

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

During the leave for adoption, the employee shall be entitled to the benefits provided for in clause 5-4.13, insofar as he is normally entitled to such benefits and, at the end of this leave, he shall be reinstated in his position; in the case where the position was abolished, the employee shall be entitled to the benefits he would have had had he been at work.

For every week of the leave, the employee shall receive an indemnity equal to his basic weekly salary paid at two (2) week intervals or at one (1) week intervals if the method of payment system is by the week. If the premium for regional disparities applies by virtue of the agreement, the employee shall also receive this premium during his leave for adoption.

5-4.21 A)
(cont'd)

However, the basic weekly salary of the employee occupying a part-time position shall be established in accordance with paragraph D) of clause 5-4.11.

- B) The employee shall obtain, in view of adopting a child, a leave of absence without salary of a maximum duration of ten (10) weeks as of the date on which the employee assumes full responsibility for the child.

If an adoption results, the employee may convert the leave without salary into a leave with salary. To obtain such a leave, the employee must present a written request to the board at least two (2) weeks in advance.

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

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

During the leave of absence without salary in view of an adoption, the employee shall be entitled to the same benefits as those pertaining to leaves of absence without salary provided for in article 5-10.00.

When the leave for adoption takes effect on the date of the beginning of the leave of absence without salary, the employee shall only have the benefits provided for the leave for adoption.

5-4.22

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

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

- 5-4.22 (cont'd) The employee who does not comply with the preceding paragraph shall be considered on a leave of absence without salary for a maximum period of four (4) weeks. At the end of this period, the employee who has not reported back to work shall be considered as having resigned.
- 5-4.23 The employee who legally adopts a child and who does not benefit from the ten (10) week leave for adoption shall be entitled to a leave with salary for a maximum period of two (2) working days.
- 5-4.24 However, the provisions in clause 5-4.21 to 5-4.23 shall not apply to the employee who adopts the child of his spouse.

FULL-TIME OR PART-TIME LEAVES WITHOUT SALARY FOR MATERNITY, PATERNITY OR ADOPTION

- 5-4.25 Following a written request submitted to the board at least two (2) weeks in advance in the case of a full-time leave of absence, and at least thirty (30) days in advance in the case of a part-time leave of absence, a leave without salary of a duration not exceeding two (2) years shall be granted to an employee to extend a maternity leave, a paternity leave or to either a male or female employee to extend a ten (10) week leave for adoption.

The employee referred to in the preceding paragraph who occupies a full-time position may choose to take this leave without salary either as full-time or part-time. The employee may, however, change his choice for the period beyond the twelfth (12th) month of his leave of absence providing he has notified the board in writing thirty (30) days prior to the end of his first year of leave.

The employee occupying a part-time position shall also be entitled to a part-time leave of absence without salary. However, the other provisions of the agreement regarding the setting of a number of work remain in effect.

The employee who does not avail himself of his leave without salary, full-time or part-time, may, for the part of the leave not used by his spouse, choose to benefit from a full-time or part-time leave of absence without salary by following the formalities provided herein.

The request for leave of absence without salary must specify how the leave is to be arranged. Should the school board disagree on the number of days off per week, the employee shall be entitled to a maximum of two and a half (2½) days off per week or the equivalent for up to two (2) years. Should the board disagree on the distribution of such days, it shall effect the distribution.

5-4.25 (cont'd) If the spouse of the employee is not an employee of the public sector, the employee may avail himself/herself of a leave provided for above at the time he/she chooses within two (2) years following the birth or adoption without exceeding the two (2) year time limit following the birth or adoption.

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

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

The employee who benefits from a part-time leave without pay shall also accumulate his seniority and, for the proportion of hours worked, shall be governed by the provisions applicable to a part-time employee.

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

5-4.28 The employee to whom the board has given a four (4) week notice indicating the date on which one of one of the leaves provided for in clause 5-4.25 terminates must give an advance notice of his return at least two (2) weeks before the termination of the leave. Failing this, the employee shall be considered as having resigned.

5-4.29 The employee who wishes to terminate his leave without salary before the anticipated date must give a written notice to this effect at least thirty (30) days prior to his return.

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

LEAVES FOR PARENTAL RESPONSIBILITIES

5-4.30 A part-time leave without salary for a maximum of one (1) year shall be granted to an employee whose minor child experiences

5-4.30 socio-emotional problems or whose minor child is handicapped or
(cont'd) ill and who requires his care. In this case, the fifth paragraph
of clause 5-4.25 shall apply except as regards the maximum dura-
tion of the leave without salary, which cannot exceed one (1)
year.

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

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

In all cases, the employee must provide the proof or attestation
of these facts justifying such an absence.

SECTION V MISCELLANEOUS PROVISIONS

5-4.31 The employee who benefits from a regional disparities premium by
virtue of the agreement shall receive such premium during her
maternity leave provided for in section II;

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

5-4.32 Any benefit or compensation referred to in this article the pay-
ment of which began before a strike or lockout shall continue to
be paid during this strike or lockout.

5-4.33 If it is established before an arbitrator that a probationary
employee availed herself of a maternity leave or a leave without
salary or a part-time leave without salary to extend a maternity
leave and that the board terminated her employment, the latter
must prove that it terminated her employment for reasons other
than for having used the maternity leave or the leave without
salary or part-time leave without salary.

5-5.00 PARTICIPATION IN PUBLIC AFFAIRS

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

- 5-5.02 The regular employee, who is a candidate in a municipal, school, provincial or federal election, obtains upon request a leave of absence without salary which extends from the declaration of the elections to the tenth (10th) day which follows the election day.
- 5-5.03 A regular employee, who does not report to work within the time set, is considered as having resigned.
- 5-5.04 The regular employee, elected in a municipal or school election or to the board of directors of a hospital, a local community service center or a readaptation center, may benefit from a leave of absence without pay in order to carry out the duties of his position with the authorization of the board and in accordance with the terms the board provides.
- 5-5.05 The regular employee elected in a provincial or federal election, shall remain on leave without salary for the duration of his mandate.
- 5-5.06 Within the twenty-one (21) days following the expiry of his mandate, he must inform the school board of his decision to return to work; failing this, he is considered as having resigned.

Upon his return, he shall return to his position, if it is available, the foregoing subject to the provisions of article 7-3.00.

5-6.00 VACATION

- 5-6.01 During each school year, an employee shall, according to the duration of his active service for the preceding school year, be entitled to an annual vacation whose duration is determined in clauses 5-6.11 and 5-6.12.
- 5-6.02 All leaves with salary are included as active service for the calculation of vacation. However, this leave must not have the effect of carrying over the taking of vacation to another fiscal year unless authorized by the board or by a provision in the agreement, nor to yield a higher annual salary than the employee's annual salary.
- 5-6.03 The length of the vacation period is not reduced in the event of a work accident or occupational disease, leave of absence without salary which does not exceed one (1) month, nor in the case of one or more periods of disability not exceeding two hundred and forty-two (242) workdays per fiscal year; for purposes of the calculation of vacation, a maximum of two hundred and forty-two (242) days leave of absence due to disability during one fiscal year constitute active service.

5-6.03 In the event the total length of absence due to disability (cont'd) exceeds two hundred and forty-two (242) workdays per fiscal year, the days exceeding the two hundred and forty-two (242) days do not constitute active service.

Notwithstanding the provisions contained in the first and second paragraphs of this clause, no more than two hundred and forty-two (242) days of active service per disability period can be counted even if the disability period extends beyond a single fiscal year.

For a new employee as well as for an employee who leaves his employment permanently, the month during which he was hired and the month during which he leaves shall be counted as a complete month of active service provided that half or more of the workdays in the month have been worked.

5-6.04 Vacation must usually be taken during the fiscal year following that in which it was acquired.

5-6.05 The vacation period shall be determined in the following manner:

- A) Following consultation with the union or all the unions concerned, prior to April 1 of each year, the board may establish one (1) period of total or partial shutdown of its activities for a duration not to exceed ten (10) workdays, unless there is an agreement with the union to extend this period. During this period of total or partial shutdown the employee shall take all the vacation to which he is entitled or that part of his vacation which is equal to the period of shutdown; the employee, who is entitled to a number of vacation days in excess of the period of shutdown, shall take the excess of days according to the terms described hereafter.
- B) Prior to April 15, the employees shall choose the dates of their vacation period which are allocated taking into account the seniority among the employees in the same office, department or school, as the case may be.
- C) In every case, the choice of the employees vacation period shall be submitted for approval to the board which takes into account the requirements of the office, department or school in question; the board shall render its decision within thirty (30) days following the date mentioned in paragraph B) above and, if the employee's choice of date is refused, he must make another choice.

- 5-6.05 (cont'd) D) Once the vacation period has been approved by the board, a change is possible when requested by an employee, if the requirements of the office, department or school so allows and if this change does not affect the vacation periods of other employees.
- 5-6.06 The employee must normally take his vacation in periods of at least five (5) consecutive days at a time, unless there is a written agreement to the contrary; remaining periods of less than five (5) days may be taken as separate days subject to the approval of the board which takes into account the requirements of the office, department or school in question.
- 5-6.07 Subject to the foregoing, an employee who has been temporary laid off in accordance with article 7-2.00 may not be required to take his vacation during his period of lay-off.
- 5-6.08 If a paid legal holiday coincides with the employee's vacation period, the vacation period is extended by an equivalent period.
- 5-6.09 The employee on vacation shall continue to receive the salary that is regularly paid to him according to the provisions of article 6-9.00. However, the salary shall be paid to him before his departure for the duration of his vacation period.
- 5-6.10 In the case of a permanent cessation of work, the employee shall be entitled, in accordance with the provisions of this article, to an indemnity equal to the duration of vacation acquired and not used.
- 5-6.11 Subject to clause 5-6.10, an employee shall receive:
- 20 workdays of vacation if he has less than 17 years of seniority on June 30th of the year of acquisition;
 - 21 workdays of vacation if he has 17 years or more of seniority on June 30th of the year of acquisition;
 - 22 workdays of vacation if he has 19 years or more of seniority on June 30th of the year of acquisition;
 - 23 workdays of vacation if he has 21 years or more of seniority on June 30th of the year of acquisition;
 - 24 workdays of vacation if he has 23 years or more of seniority on June 30th of the year of acquisition;
 - 25 workdays of vacation if he has 25 years or more of seniority on June 30th of the year of acquisition.

5-6.12 Subject to clause 5-6.03 the employee, whose duration of active service, during the year of acquisition of vacation, was less than one year, shall be entitled to the number of vacation days as determined by the following table:

TABLE OF ACCUMULATION OF DAYS OF VACATION

			NORMAL DURATION OF VACATION TAKING INTO ACCOUNT THE EMPLOYEE'S SENIORITY					
			20 Days	21 Days	22 Days	23 Days	24 Days	25 Days
TOTAL NUMBER OF DAYS OF ACTIVE SERVICE DURING YEAR OF ACQUISITION								
5	TO	10	0,5	0,5	0,5	0,5	0,5	0,5
11	TO	32	2,0	2,0	2,0	2,0	2,0	2,0
33	TO	54	3,5	4,0	4,0	4,0	4,0	4,0
55	TO	75	5,0	5,5	6,0	6,0	6,0	6,5
76	TO	97	7,0	7,0	7,5	8,0	8,0	8,5
98	TO	119	8,5	9,0	9,0	10,0	10,0	10,5
120	TO	140	10,0	11,0	11,0	12,0	12,0	13,0
141	TO	162	12,0	12,5	13,0	13,5	14,0	15,0
163	TO	184	13,5	14,0	14,5	15,5	16,0	17,0
185	TO	205	15,0	16,0	17,0	17,5	18,0	19,0
206	TO	227	17,0	17,5	18,5	19,0	20,0	21,0
228	TO	241	18,5	19,0	20,0	21,0	22,0	23,0
242	AND MORE		20,0	21,0	22,0	23,0	24,0	25,0

5-6.13 However, all the employees in the board's employ on the date of signing of the provincial agreement on September 8, 1976 and already benefitting from a number of vacation days exceeding that provided for in clauses 5-6.11 and 5-6.12 of the agreement, shall retain that number of days provided for in such plan for the duration of the agreement.

5-6.14 The employee who is absent from work following an illness or work accident at the time when he must take his vacation, can carry over such vacation to another period of the same fiscal year or, if he has not returned at the end of the fiscal year, to another period of the following fiscal year, established following agreement with the board.

5-6.15 When an employee leaves the school board at the time of his retirement, he shall be entitled to the entire vacation for the year of his retirement.

5-7.00 PROFESSIONAL IMPROVEMENT

5-7.01 The school board and the union recognize the importance of ensuring the professional improvement of employees.

5-7.02 Professional improvement shall be the responsibility of the board and the professional improvement programs shall be conceived and elaborated by the board in relation to the needs of the board and those of the employees, in consultation with the Professional Improvement Committee.

5-7.03 Professional improvement shall denote all activities designed to increase knowledge, enhance the skills and change the habits of work of an employee, leading or not leading to a diploma, all in order to improve the performance of the employee in carrying out his duties or to prepare him for duties which he might be called upon to carry out at the board.

For purposes of this article, the following shall be considered as professional improvement: courses or studies offered in educational institutions, recognized by the Ministère with the exception of popular education programs.

5-7.04 The Professional Improvement Committee shall be made up of three (3) representatives of the board and three (3) representatives of the union. The committee establishes its own rules of procedure and determines the frequency of its meetings.

- 5-7.05 The duties of the Professional Improvement Committee shall be:
- A) to collaborate in the setting up of professional improvement programs;
 - B) to collaborate in the planning of professional improvement activities;
 - C) to study the requests for improvement presented by the employees or required by the board;
 - D) to make all recommendations deemed advisable to the board.
- 5-7.06 When a school board requests an employee to take professional improvement courses, it must reimburse him for the costs, according to the rates established by the school board, upon presenting an attestation to the effect that he has participated in the activities. In the case where an employee receives, to this effect, an allowance or any other amount of money from another source, he must give the school board any amount thus received.
- 5-7.07 The employee who, at the request of the board, participates in professional improvement activities during his regular working hours, shall be considered at work during this period.
- 5-7.08 The courses offered by the school board, with the exception of popular education courses, shall be free for the employees who wish to take them provided that:
- A) these courses offer to those who take them an opportunity for professional improvement or an increase in their educational qualifications;
 - B) enrollment from the general public has priority;
 - C) such a benefit shall not oblige the school board to organize courses;
 - D) these courses be taken outside the employee's working hours.
- 5-7.09 For the purpose of applying this article, the school board shall have available, for each fiscal year of this agreement, as of July 1, 1986, an amount equal to thirty-six (36) dollars per support employee on a full-time basis or the equivalent. Such amount shall be calculated at the beginning of each fiscal year.

5-7.09 (cont'd) The board shall decide on the use of these sums following consultation with the Professional Improvement Committee.

The amounts not used or committed for one school year shall be added to those provided for the following year.

5-7.10 The amounts for professional improvement required by the board following the implementation of a technological change shall not be taken from the amounts mentioned in the previous clause.

5-7.11 The board may, at the request of an employee and following consultation of the Professional Improvement Committee, authorize such employee to participate in professional improvement activities provided for in this article and, to this end, agree with the union on the terms for the leave, if applicable.

5-7.12 Notwithstanding the preceding, the school board shall allow an employee to complete the professional improvement activities already begun and this, on the same conditions.

5-8.00 CIVIL RESPONSIBILITY

5-8.01 The school board shall undertake to assume the case of every employee whose responsibility might be at issue because of actions committed in the performance and the limits of his duties as an employee.

5-8.02 The school board shall agree to indemnify the employee against any liability imposed by a judgement or an out-of-court settlement imposed on this employee for loss or damage resulting from actions, other than those involving serious fault or gross negligence, committed by the employee in the performance and the limits of his duties as an employee, but only to the amount for which the employee is not already indemnified by another source, provided that:

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

5-8.03 The employee shall have the right to engage an attorney, at his own expense, and to have him assist the attorney chosen by the school board.

5-8.04 As soon as the civil responsibility of the school board is admitted or established by a court of law, the school board shall indemnify the employee for the total or partial loss, theft or destruction of his personal belongings which are normally used for the performance of his duties as an employee and at the request of the school board except in the case of serious fault or gross negligence on the employee's part. In the case where an employee holds an insurance policy which covers the total or partial loss, theft or destruction of such belongings, the school board shall only pay the employee the excess of the actual loss incurred after the compensation is paid by the insurer.

5-8.05 Clause 5-8.01 shall apply in all cases where an employee may be called upon to give first aid to a student or to any other employee.

5-9.00 **WORK ACCIDENTS AND OCCUPATIONAL DISEASES**

5-9.01 The following provisions apply to the employee who suffers a work accident or incurs an occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001).

The employee who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the Workmen's Compensation Act (R.S.Q., Chapter A-3) as well as by the article concerning work accidents in the provisions constituting the 1983-1985 collective agreement; moreover, the employee shall benefit mutatis mutandis from clauses 5-9.11 to 5-9.20 inclusively of this article.

5-9.02 The provisions provided for in this article corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001) shall apply insofar as these provisions of the Act apply to the board.

Definitions

5-9.03 For the purposes of this article, the following terms and expressions mean:

A) work accident: a sudden and unforeseen event, attributable to any cause, which happens to an employee, arising out of or in the course of his work and resulting in an employment injury to him;

- 5-9.03 (cont'd)
- B) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable;
 - C) suitable employment: appropriate position that allows an employee who has suffered an employment injury to use his remaining ability to work and his vocational qualifications, that he has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the employee, considering his injury;
 - D) equivalent employment: a position of a similar nature to the employment held by the employee when he suffered the employment injury, from the standpoint of vocational qualifications required, wages, fringe benefits, duration and working conditions;
 - E) health establishment: a public establishment within the meaning of the Act respecting health services and social services (R.S.Q., Chapter S-5);
 - F) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation, all subject to every provision contained in the Act mentioned in the first paragraph of clause 5-9.01;
 - G) occupational disease: a disease arising out of or in the course of his work and characteristic of that work or directly related to the risks peculiar to that work;
 - H) health professional: a professional in the field of health within the meaning of the Health Insurance Act (R.S.Q., Chapter A-29).

Miscellaneous Provisions

- 5-9.04 The employee must inform the board of the details concerning the work accident or employment injury as soon as possible; he shall provide a medical certificate to the board in conformity with the Act.
- 5-9.05 The board must immediately give first aid to an employee who has suffered an employment injury and, if need be, provide transportation to a health establishment, a health professional or to the employee's residence as required by his condition.

5-9.05 (cont'd) The cost of transportation of the employee shall be assumed by the board, which shall reimburse it, if such is the case, to the person who incurred it.

The employee shall if possible have a choice of his health establishment; if the employee is unable to express his choice, he must accept the health establishment chosen by the board.

5-9.06 The employee shall be entitled to receive care from the health professional of his choice.

Group Plans

5-9.07 The employee who suffers an employment injury entitling him to an income replacement indemnity shall remain covered by the life insurance plan provided for in clauses 5-3.25 and by the health insurance plan provided for in clause 5-3.26.

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

The waiver mentioned in the preceding paragraph shall no longer apply when the employment injury has consolidated or the employee is assigned temporarily as provided for in clause 5-9.20.

5-9.08 In the case where the date of consolidation of the employment injury is prior to the 104th week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan provided for in clause 5-3.32 shall apply, subject to the second paragraph of this clause, if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such absence shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

On the other hand, for the employee who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he would have received as a result of the application of clause 5-3.32, the salary insurance plan provided for in this clause shall apply to make up the difference if the employee is still

5-9.08 disabled within the meaning of clause 5-3.03 and, in such a case, (cont'd) the date of the beginning of such an absence shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

5-9.09 The bank of sick-leave days of an employee shall not be reduced for the days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the employment injury has consolidated and for the absences provided for in clause 5-9.21.

Salary

5-9.10 For as long as an employee is entitled to the income replacement indemnity but no later than the date of consolidation of the employment injury he has suffered, he shall be entitled to his salary as if he were at work subject to the following provisions:

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

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

Right to Return to Work

5-9.11 An employee who is informed by his physician of the date of consolidation of the employment injury he has suffered and of the fact that he will retain a certain degree of functional disability, or that he will retain no such disability, shall pass on the information to the school board without delay.

5-9.12 The employee who is again able to carry out the duties assigned to him by the board shall be entitled to resume his position; he shall advise the board in writing at least fifteen (15) days in advance, unless unable to do due to a major impediment, of the date of his reintegration.

5-9.13 The employee referred to in the preceding clause who is unable to return to his position either because it was abolished or the employee was displaced as a result of the application of the agreement, shall be entitled to resume an available equivalent position that the board intends to fill, insofar as he is entitled to obtain such a position as a result of the application of article 7-3.00 of the agreement.

5-9.14 An employee who, although unable to resume his duties because of an employment injury but who may be able to use his remaining ability and his qualifications to work, shall be entitled to hold, in accordance with clause 5-9.16, a suitable available position that the board intends to fill.

5-9.15 The rights mentioned in clauses 5-9.12, 5-9.13 and 5-9.14 shall apply subject to article 7-3.00.

When the board does not allow an employee to exercise the rights mentioned in clauses 5-9.12, 5-9.13 and 5-9.14 because this employee would have been displaced, placed in surplus, laid off, dismissed, fired or would have otherwise lost his employment had he been at work, the relevant provisions of the agreement shall apply as if this employee had been at work at the time of such events; moreover, the exercise of these rights cannot have the effect of cancelling or deferring any suspension imposed by virtue of article 8-4.00 of the agreement.

5-9.16 The exercise of the right mentioned in clauses 5-9.13 and 5-9.14 shall be subject to the terms and conditions which follow:

- A) the position to be filled must be so in accordance with clause 7-1.04 of the agreement, subject to any provision contained in this clause;
- B) the employee shall submit his application in writing;
- C) as of the first step provided for in clause 7-1.04, the employee shall obtain the position if he has more seniority than the other employees or persons concerned;
- D) the employee must possess the required qualifications and meet the other requirements determined by the board;
- E) access to this position by the employee cannot constitute a promotion, except in step C) of clause 7-1.04;
- F) the right of the employee can only be exercised during the two (2) years immediately following the beginning of his absence or in the year following the date of consolidation according to whichever date is later.

- 5-9.16 (cont'd) However, the board and the union may agree on terms and conditions for the exercise of the right mentioned in clauses 5-9.13 and 5-9.14 other than those provided for in this clause, provided that this does not have the effect of modifying the provisions concerning security of employment; particularly, the board and the union may agree on a special movement of personnel concerning priority of employment.
- 5-9.17 The employee who obtains a position referred to in clause 5-9.16 shall benefit from an adaptation period of three (3) months; at the end of this period, he shall assume the position subject to the following:

if the board deems he is unable to perform his duties adequately, it advises the employee in writing and he again becomes eligible for a position in accordance with clauses 5-9.13 and 5-9.14; copy of the notice is also forwarded to the union.
- 5-9.18 The employee who obtains a position referred to in clause 5-9.13 shall receive the salary he had before suffering an employment injury.
- 5-9.19 The employee who obtains a position referred to in clause 5-9.14 shall receive the salary related to his new position and this notwithstanding any provision to the contrary.
- 5-9.20 The board may temporarily assign work to an employee while waiting for the employee to again become able to resume his position or a suitable or equivalent position, even if his employment injury has not consolidated, the foregoing as provided for in the Act.
- 5-9.21 Once the employee who has suffered an employment injury returns to work, the board shall pay him his salary, for each day or part of day during which he must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity within the framework of his personal rehabilitation program.
- 5-10.00 **LEAVES OF ABSENCE WITHOUT SALARY**
- 5-10.01 The school board shall grant a regular employee a full-time or part-time leave of absence without salary for reasons which it deems valid for a maximum duration of twelve (12) consecutive months; this leave of absence may be renewed for a period not to exceed twelve (12) months.
- The leave mentioned above may be part-time or full-time.

5-10.01 (cont'd) In the case of a part-time leave of absence without salary, the employee concerned shall only be entitled to the benefits of the agreement which are applicable to him in proportion to his work-days in relation to the regular workweek provided for in article 8-2.00.

5-10.02 The board shall grant an employee a leave of absence without salary if the board can use an employee in surplus in the position of the employee on leave of absence without salary, providing the leave is for at least one (1) month and does not exceed twelve (12) months; such leave is renewable.

5-10.03 The board and the union may agree on the possibility to grant a tenured employee a full-time or part-time leave of absence for studies.

5-10.04 Subject to the requirements of the school or department, the board shall grant a regular employee a full-time or part-time leave of absence without salary of at least one (1) month and not to exceed twelve (12) consecutive months in duration. The regular employee may benefit from such a leave every time he has accumulated at least seven (7) years of seniority.

5-10.05 The request to obtain or extend every leave of absence without salary must be made in writing and state the reasons therefor; the request for a leave of absence without salary made in accordance with clause 5-10.04 must be made at least thirty (30) days prior to the start of said leave.

In the case of a part-time leave of absence without salary, the board may refuse the request for the leave if there has been no agreement on the planning of such leave.

5-10.06 During his absence, the employee shall retain but not accumulate the seniority he had when he left, subject to article 8-1.00. He may participate in the group insurance plans provided in article 5-3.00 and in supplemental plans in accordance with the provisions of paragraph C) of clause 5-3.30.

5-10.07 The employee may, for valid reason, terminate his leave of absence without salary and return to the board prior to the date foreseen by giving the board a written notice of at least thirty (30) days.

Notwithstanding the foregoing, the notice shall be ninety (90) days in the case of a leave granted by virtue of clause 5-10.04.

5-10.08 Upon his return the employee shall be reinstated in the position he held when he left, subject to the provisions of article 7-3.00.

5-10.09 In case of resignation during or at the end of this leave of absence, the employee shall reimburse the school board for any amount paid for and in the name of the said employee.

5-10.10 The employee who uses his leave of absence for purposes other than those for which he obtained it, shall be considered as having resigned as of the beginning of his absence.

5-11.00 SABBATICAL LEAVE WITH DEFERRED SALARY

5-11.01 The sabbatical leave with deferred salary plan allows an employee to have his salary spread over a determined period in order to benefit from a sabbatical leave with salary; such a plan can only be applicable in accordance with the law or the regulations.

5-11.02 For the purposes of this article, the word "contract" means the contract mentioned in Appendix C of the agreement.

5-11.03 Only the regular employee shall be eligible for the sabbatical leave with deferred salary plan.

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

5-11.04 Following the employee's written request, the board may grant a sabbatical leave with deferred salary.

5-11.05 The sabbatical leave shall only apply for the period of the contract and duration of the leave as determined in the following table and according to the percentages of salary paid during the contract:

<u>Duration of leave</u>	<u>Duration of participation in plan (contract)</u>			
	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
6 months	75,00%	83,34%	87,50%	90,00%
7 months	70,80%	80,53%	85,40%	88,32%
8 months		77,76%	83,32%	86,60%
9 months		75,00%	81,25%	85,00%
10 months		72,20%	79,15%	83,32%
11 months			77,07%	81,66%
12 months			75,00%	80,00%

- 5-11.06 The employee must return to work, following his leave for a period at least equal to that of the leave. He may return to work during or at the expiry of the contract according to the date of the leave.
- 5-11.07 The amounts of deferred salary may not be paid to an employee at the time of his retirement.
- 5-11.08 The board and the employee shall sign, where applicable, the contract stipulating the terms and conditions of the leave.

CHAPTER 6-0.00 REMUNERATION

6-1.00 CLASSIFICATION RULES

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

6-1.01 Within sixty (60) days of the date of signing of this agreement, the school board shall confirm for every employee in its employ at the date of the signing of this agreement the classification he held on January 1, 1986.

Such confirmation shall conform with the class of employment titles appearing in Appendix A of this agreement.

Determination of a Class of Employment During the Agreement

6-1.02 As of his hiring, the employee shall be classified according to the classification plan.

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

6-1.04 At the time of his hiring, the employee shall be informed in writing of his status (on probation, regular temporary), class of employment, salary, step and date of advancement of step in accordance with article 6-2.00 and his job description.

6-1.05 Subsequently, he shall be informed of any change in his duties.

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

Change in the Duties

6-1.07 The employee who claims that the duties which must be performed principally and customarily as required by the school board correspond to a class of employment which differs from his own shall be entitled to file a grievance in accordance with the grievance settlement procedure provided for in article 9-1.00 of the agreement. As long as the employee carries out such duties, he can file a grievance and this notwithstanding the delay provided for in the first subparagraph of paragraph A) of clause 9-1.03.

6-1.07 (cont'd) In the event of arbitration, the decision which is rendered cannot have retroactive effect prior to thirty (30) days preceding the filing of grievance with the board.

The fact that such changes occurred during the life of the 1983-1985 agreement cannot invalidate such grievance providing it was filed within thirty (30) workdays of the signing of the agreement.

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

For the purposes of determining such monetary compensation, the arbitrator's decision must conform with the classification plan and he must establish similarity between the employee's characteristic functions and those provided for in the plan. The terms and conditions for determining such monetary compensation shall be those provided for in clause 6-2.13.

6-1.09 If the arbitrator cannot establish the similarity referred to in clause 6-1.08, the following provisions shall apply:

A) within twenty (20) workdays of the arbitrator's decision, the national negotiating parties shall meet in order to determine a monetary compensation within the salary scales provided for in this agreement and shall agree, if need be, on the class of employment of the said compensation for the purposes of the application of clauses 6-1.06 and 6-1.07;

B) failing an agreement, the union concerned by the arbitral decision may request that the arbitrator determine the monetary compensation; the arbitrator must search in this agreement for a salary which is closest to a salary attached to the duties comparable to those of the employee concerned, and this, in the public and parapublic sectors.

6-1.10 In the case of a grievance filed by virtue of clauses 6-1.06 and 6-1.07, if, within thirty (30) days following the arbitrator's decision by virtue of clauses 6-1.08 or 6-1.09, the board has not reestablished the duties of the employee to what they were prior to the filing of the grievance, the employee shall automatically obtain the class of employment and the position corresponding to the duties which he proved he performed principally and customarily. An employee cannot be laid off for the sole reason that his position was thus transformed.

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

6-1.12 For as long as this class has not been created and the salary has not been determined in accordance with clauses 6-1.13 and 6-1.14, the employee concerned shall continue to receive the monetary compensation provided for in clause 6-1.08 or 6-1.09 for as long as he occupies the position.

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

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

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

Arbitration

6-1.15 For the purposes of clauses 6-1.06, 6-1.07, 6-1.08, 6-1.09, 6-1.14 and 7-1.03, the grievances submitted to arbitration shall be decided upon, for the duration of the agreement, by one of the following arbitrators:

- 1- Marcel Guilbert;
- 2- Jean-Paul Deschêne;
- 3- Pierre-N. Dufresne;

6-1.15 4 - or any person appointed by the national negotiating parties
(cont'd) to act as arbitrator, in accordance with this clause.

The chief arbitrator, whose name appears in clause 9-2.02 shall distribute these grievances among the arbitrators appointed by virtue of this clause. The procedure provided for in article 9-2.00 shall apply mutatis mutandis.

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

6-2.00 DETERMINATION OF STEP

At the Time of Hiring

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

6-2.02 The step shall usually correspond to one (1) complete year of recognized experience. It shall denote the salary levels within the scale provided for each class of Appendix A.

6-2.03 The employee who possesses only the minimum qualifications required to enter a class of employment shall be entitled to the first step of the class.

6-2.04 The employee who possesses more years of experience than the minimum required for the class of employment, shall be entitled to one step per additional year of experience, provided that this experience be deemed valid and directly relevant to the duties outlined in the class of employment.

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

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

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

Advancement in Step

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

The subsequent advancement in step shall normally take place on the anniversary date of the first advancement.

This clause shall apply subject to clause 6-2.08.

6-2.07 The employee who is temporarily laid off in conformity with the provisions of article 7-2.00 shall be considered as being in the service of the school board during this period for the purposes of determining the date of his advancement in step as well as for the purposes of advancement in step.

6-2.08 The period of time spent in a step shall usually be one (1) year and each step shall correspond to one (1) year of experience.

Notwithstanding any provision to the contrary, no advancement in step is granted during the period from January 1, to December 31, 1983. The step thus lost cannot be recuperated.

In addition, the experience acquired during the period from January 1 to December 31, 1983 may not be considered in all future determinations of step on scale.

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

6-2.09 The advancement in step shall not be granted if, during the twelve (12) months prior to the date when the advancement in step should have been granted, the employee benefitted from a leave of absence without pay by virtue of articles 5-4.00, 5-5.00 or 5-10.00 for a period exceeding six (6) months or if the employee was disabled for a period exceeding six (6) months.

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

6-2.11 The advancement of two (2) additional steps shall be granted on the advancement date when the employee has successfully completed professional improvement studies equivalent to one (1) year of full-time studies, provided that these studies be deemed directly relevant by the school board and that they be higher than the qualifications required in terms of schooling for the class of employment to which the employee belongs.

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

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

6-2.13 At the Time of a Promotion

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

A) a) Technical Support and Administrative Support Personnel

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

b) Trades and Labour Support Personnel

The transition of the employee's salary rate to the rate of the new class must assure a minimum increase of \$0.10/hour; failing this, the employee shall receive the rate of the new class and a lump sum to make up the difference up to the \$0.10 minimum/hour.

6-2.13
(cont'd)

- B) The employee shall be placed in the step in his new class of employment which corresponds to his years of experience recognized as being valid and directly relevant to the performance of the duties of this new class.
- C) In the case of an employee who is over-scale and who remains over-scale:
- a) Technical Support and Administrative Support Personnel Categories

The employee shall receive an increase determined as follows:

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

- b) Trades and Labour Support Personnel

The employee shall receive an increase determined as follows:

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

6-2.14 At the Time of a Transfer

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

6-2.15 At the Time of a Demotion

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

If the employee returns, within a two (2)-year period after demotion, to a position in the same class of employment or to a position in an equivalent class of employment, he shall then receive the same salary that he would have received if he had not been affected by a demotion.

6-3.00 SALARY

Salary Scales and Rates

- 6-3.01 The employee shall be entitled to the salary rate applicable to him according to his class of employment as determined according to article 6-1.00 and according to his step, if any, as determined according to article 6-2.00.

The salary scales and rates in effect for the periods January 1 to December 31, 1986, January 1 to December 31, 1987 and January 1 to December 31, 1988 are those found in Appendix A.

6-3.02 Increase in Salary Scales and Rates in Effect on December 31, 1987

The salary scales and rates in effect on December 31, 1987 shall be increased, if applicable, effective on January 1, 1988, by a maximum percentage of one per cent (1%) (1), established on the basis of the Consumer Price Index (CPI) during the twelve (12) month period preceding January 1, 1988 according to the following formula: [CPI - 4,25%],

where

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

The data used for this purpose shall be those published by Statistics Canada.

The hourly salary scales and rates thus obtained shall be increased by 4,15%, to which ten (10) cents per hour will be added, in order to obtain the applicable salary scales and rates on January 1, 1988. These rates and scales shall replace those provided for in Appendix A, as the case may be.

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

* The parties agree that they may discuss any increase in the CPI exceeding 5,25%.

** 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, or if the fifth number is equal to or greater than five, the fourth number is brought to the next higher number and the fifth number is dropped.

6-4.00 OVER-RATE AND OVER-SCALE EMPLOYEES AND PARTICULAR INTEGRATION RULES FOR EMPLOYEES WORKING IN A DAY-CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD

Over-rate or Over-scale Employees

6-4.01 As of January 1, 1986, the employee whose salary rate on the day preceding the date on which the salary scales and rates are increased, is higher than the single rate or the maximum of the salary scale in effect for his class of employment shall benefit, on the date on which the salary scales and rates are increased, from a minimum rate of increase which is equal to half of the percentage of increase applicable on January 1 of the period concerned in relation to the preceding December 31, from the single salary rate or step situated at the maximum of the scale on the preceding December 31 corresponding to his class of employment.

6-4.02 If the application of the minimum rate of increase determined in clause 6-4.01 has the effect of placing an employee who was over-scale or over-rate on December 31 of the preceding year at a salary which is lower than the maximum step of the scale or single salary rate corresponding to his class of employment, this minimum rate of increase is brought to the percentage necessary to permit the employee to reach this step or the single salary rate.

6-4.03 The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the class of employment of the employee and, on the other hand, the minimum rate of increase established in accordance with clauses 6-4.01 and 6-4.02, is paid to him as a lump sum calculated on the basis of his salary rate on December 31.

6-4.04 The lump sum is spread and paid over each pay period in proportion to the regular hours remunerated for the period concerned.

SPECIAL INTEGRATION RULES ON JANUARY 1, 1987 AND ON JULY 1, 1987

6-4.05 For the employees in the classes of employment of "préposé au service de garde en milieu scolaire" and "responsable d'un service de garde en milieu scolaire" in the new salary scales

A) Integration on January 1, 1987

- a) The employee whose class of employment is "préposé au service de garde en milieu scolaire" shall be integrated into step 1 of the new salary scale of this class of employment.

6-4.05 A)
(cont'd)

- b) The employee whose class of employment is "responsable d'un service de garde en milieu scolaire" shall be integrated into the new salary scale as follows:

<u>86/12/31</u> (scale in force)	<u>87/01/01</u> (new scale)
steps 1, 2 and 3	integrated into first step
step 4	integrated into second "
step 5	integrated into third "
step 6	integrated into fourth "

- c) The step of every employee who reaches the employment class of "préposé au service de garde en milieu scolaire" or "responsable d'un service de garde en milieu scolaire" between January 1, 1987 and June 30, 1987 shall be determined by taking into account the aforementioned integration rules, which are applicable on January 1, 1987 for experience acquired before that date.

B) Integration and Updating of Experience Credit on July 1, 1987

- a) The salary step of the employee shall be determined by taking into account his schooling and his experience, in accordance with the terms and conditions provided for in clauses 6-2.01 to 6-2.05.
- b) However, no experience credit for additional experience acquired during the period from January 1, 1983 to December 31, 1983 may be recognized for integration purposes.

- C) The integration including the updating of the experience credit shall come into force on July 1, 1987. The employee shall be informed in writing of the step applicable on that date within ninety (90) days after the signing of the agreement.

6-5.00 TRAVELLING EXPENSES

- 6-5.01 The employee who is required to travel within or outside the school board's territory in order to perform his duties must be reimbursed for the expenses actually incurred for this purpose, upon presentation of the supporting documents, and this, in accordance with the norms established by the school board and at the most advantageous rate applying to unionized employees of the board.

- 6-5.02 In order to justify reimbursement, any travelling must be authorized by the competent authority.
- 6-5.03 The employee who uses his car shall be entitled to a reimbursement at the rate set by the school board and which shall take into account the extra premium required in clause 6-5.05.
- 6-5.04 Other expenses (public transportation, taxis, parking, accommodations, meals) shall be reimbursed upon presentation of supporting documents in accordance with the norms of the school board.
- 6-5.05 The employee who uses his car must provide proof that his insurance policy category is "pleasure and occasional business" or "pleasure and business" and that his public liability coverage is at least one hundred thousand dollars (\$100,000) for damages to another's property.
- 6-5.06 The possession of a vehicle may be a requirement to obtain a position in which an employee is required to travel regularly in order to perform his duties.
- However, if no such requirement existed at the time the employee was assigned to the position, the possession of a vehicle as a subsequent requirement may not result in the loss of the position or employment for the employee concerned.
- 6-5.07 Travelling time in the service of the board must be considered as time worked if the employee travels, the same day, with the board's authorization from one workplace to another within the territory of the school board. Travel by the employee outside the board's territory shall be governed by the board's policies.

6-6.00 PREMIUMS

6-6.01 Responsibility Premiums

A) Lead Hand Premium

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

From January 1, 1986 to December 31, 1986: \$0,54/hour.
From January 1, 1987 to December 31, 1987: \$0,56/hour.
From January 1, 1988 to December 31, 1988: \$0,59/hour.

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

6-6.01
(cont'd)

B) Premium for Additional Responsibility

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

From January 1, 1986 to December 31, 1986: \$6,31/week.

From January 1, 1987 to December 31, 1987: \$6,56/week.

From January 1, 1988 to December 31, 1988: \$6,86/week.

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

From January 1, 1986 to December 31, 1986: \$0,52/hour.

From January 1, 1987 to December 31, 1987: \$0,54/hour.

From January 1, 1988 to December 31, 1988: \$0,56/hour.

C) Pipe Welder Premium

The welder who possesses the "high pressure welder certificate" issued by the Ministère du Travail shall receive, when he is required to work in this capacity, in addition to the salary rate provided for in his class of employment, and for each hour thus worked, an hourly premium equal to:

From January 1, 1986 to December 31, 1986: \$0,91/hour.

From January 1, 1987 to December 31, 1987: \$0,95/hour.

From January 1, 1988 to December 31, 1988: \$0,99/hour.

D) Premium for a Caretaker Assigned to a School Equipped With a Steam Heating System

The caretaker assigned to a school (building) equipped with a steam heating system regulated by the "Loi de machines fixes" shall be entitled, in addition to the salary rate provided for his class, to a weekly premium, as long as he is in charge of operating and surveilling the system and that he possesses the necessary certificate of competence. The amount of this premium is:

From January 1, 1986 to December 31, 1986: \$6,40/week

From January 1, 1987 to December 31, 1987: \$6,66/week

From January 1, 1988 to December 31, 1988: \$6,96/week

6-6.02 OTHER PREMIUMS

Evening and Night Shift Premiums

A) Evening Premium

The employee for whom half or more of the regular workhours are between 16:00 hours and midnight, shall benefit from an hourly premium of \$0,47 and this for the period January 1, 1986 to December 31, 1986 and a premium of \$0,49 for the period from January 1, 1987 to December 31, 1988 for every hour of his regular day.

B) Night Shift Premium

The employee for whom half or more of the regular workhours are between midnight and 08:00 hours, shall benefit from an hourly premium of \$0,47, and this for the period January 1, 1986 to December 31, 1986, and a premium of \$0,49 for the period from January 1, 1987 to December 31, 1988 for every hour of his regular day.

C) This premium shall not apply for overtime.

6-6.03 Living Quarters

When, on the date of the signing of the former agreement, living quarters were occupied by an employee, in a building belonging to the board, he shall be entitled to the same benefits as in the past for as long as he continues to occupy the same position.

Verification of Furnaces

6-6.04 The school board may require, subject to clause 8-3.04, that an employee other than the one mentioned to in clause 6-6.03 proceed with the verification of furnaces on Saturdays, Sundays and paid legal holidays. This employee shall receive twelve (12) dollars for the period January 1, 1986 to December 31, 1986 and the sum of sixteen (16) dollars for the period January 1, 1987 to December 31, 1988 each time he is thus required to proceed with the verification of furnaces in a school.

6-6.05 Notwithstanding the preceding, the indemnity provided in 6-6.04 shall not be paid if an employee is at the school for any activities involving remuneration as provided for in this agreement (rental of halls, overtime). Such remuneration may under no circumstances be less than that provided for in clause 6-6.04.

6-6.06 The employee shall not be required to proceed with the verification of furnaces if he was absent on the preceding workday; however, when an employee is absent because of illness or is on a leave of absence with salary on the preceding workday, he may do the verification if he advises his immediate superior before noon on the preceding workday;

6-6.07 The school board and the union may agree on different modalities dealing with the verification of furnaces.

6-7.00 **REGIONAL DISPARITIES**

SECTION I: DEFINITIONS

6-7.01 For the purposes of this article, the following expressions mean:

A) Dependent:

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

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

Point of Departure:

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

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

B) Sectors

Sector V

The localities of Tasiujak, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Tarpangajuk.

6-7.01 B)
(cont'd)

Sector IV

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

Sector III

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

Sector II

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

Sector I

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

SECTION II: LEVEL OF PREMIUMS

6-7.02 The employee working in one of the sectors mentioned in clause 6-7.01 shall receive an annual isolation and remoteness premium of:

From 01/01/1986	From 01/01/1987	From 01/01/1988
to 31/12/1986	to 31/12/1987	to 31/12/1988*

* The premiums shall be adjusted on January 1, 1988, if need be, in accordance with the same indexation mechanism as that provided for the salary rates and scales in effect on December 31, 1987.

6-7-02
(cont'd)

With dependent(s)

Sector V	\$11 229	\$11 678	\$12 237
Sector IV	\$ 9 517	\$ 9 898	\$10 372
Sector III	\$ 7 318	\$ 7 611	\$ 7 976
Sector II	\$ 5 815	\$ 6 048	\$ 6 338
Sector I	\$ 4 704	\$ 4 892	\$ 5 126

No dependents

Sector V	\$ 6,369	\$ 6,624	\$ 6,941
Sector IV	\$ 5,399	\$ 5,615	\$ 5,884
Sector III	\$ 4,575	\$ 4,758	\$ 4,986
Sector II	\$ 3,877	\$ 4,032	\$ 4,225
Sector I	\$ 3,290	\$ 3,422	\$ 3,586

The employee occupying a part-time position and working in one of the sectors mentioned above shall receive this premium in proportion to the hours worked as compared to the regular workweek provided for in clause 8-2.01 or clause 8-2.02 as the case may be.

6-7.03

The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the employee's assignment in the board's territory included in one of the sectors described in clause 6-7.01.

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

Subject to the first paragraph of this clause, the board shall cease to pay the premium provided for in clause 6-7.02 if the employee and his dependents deliberately leave the territory during a leave or paid leave of absence for more than thirty (30) days, except if it involves annual vacation, holidays, sick leave, maternity leave, leave for adoption or leave due to a work accident.

6-7.04

If both members of a couple work for the same school board or if both work for two (2) different employers in the public and paraprofessional sectors, only one (1) of the two (2) may avail himself of the premium applicable to the employee with dependent(s), if he has one or more dependents other than his spouse. If he has no dependent other than his spouse, each shall be entitled to the premium appearing in the scale "no dependents" notwithstanding the definition of the term "dependent" found in clause 6-7.01.

SECTION III: OTHER BENEFITS

6-7.05

The school board shall assume the following expenses incurred by every employee recruited in Québec at a distance of more than fifty (50) kilometres from the locality where he is required to perform his duties, provided that it is situated in one of the sectors described in clause 6-7.01:

- A) the transportation expenses of such employee 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 12 years old and over;
 - 137 kg for each child under 12 years old;
- C) the cost of transporting his furniture (including household utensils), if need be, other than those provided by the school board;
- D) the cost of transporting his motorized vehicle, if need be, on land, by boat or train;
- E) the cost of storing his furniture, if need be.

The weight of 228 kg provided for in paragraph B) of this clause shall be increased by 45 kg up to a maximum of 90 kg per year of active service in the territory of the school board. This provision shall cover the employee only.

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

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

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

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

6-7.06 If the employee eligible for the provisions of paragraphs B), C) and D) of clause 6-7.05 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 date on which his assignment began.

6-7.07 These expenses shall be payable provided that the employee is not reimbursed for these expenses by another plan, such as the federal labour mobility plan or his spouse has not received an equivalent benefit from his board or another source and solely in the following cases:

- A) the employee's first assignment: from the point of departure to the place of assignment;
- B) a subsequent assignment or transfer at the request of the board or the employee: from one place of assignment to another;
- C) breach of contract, resignation or death of the employee: in the case of sectors II and I, reimbursement shall only be made in proportion to the time worked in relation to a period of reference established at one (1) year, except in the event of death: from the place of assignment to the point of departure;
- D) when an employee obtains a leave of absence for educational purposes: in this case, the expenses referred to in clause 6-7.05 shall also be payable to the employee whose point of departure is situated at fifty (50) kilometres or less from the locality where he performs his duties: from the place of assignment to the point of departure.

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

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

SECTION IV: OUTINGS

6-7.08 The board shall directly assume or reimburse the employee recruited more than fifty (50) kilometres from the locality where he performs his duties for the expenses inherent to the following outings for the employee and his dependents:

6-7.08
(cont'd)

- A) for the localities in sector III, except those listed in the following paragraph, for the localities in sectors V and IV and Fermont: four (4) trips per year for the employee without dependents and three (3) trips per year for the employee with dependents;
- B) for the localities of Clova, Havre-Saint-Pierre, Parent, Sanmaur and the school municipality of des Iles: one (1) trip per year.

The initial place of recruitment shall not be changed by the fact that the employee who was laid off within the framework of article 7-3.00 and recalled subsequently, chose to remain in the area during the period he was not working.

In the cases provided for in paragraphs A) and B) of this clause, one outing may be used by the spouse not residing in the territory to visit the employee who lives in one of the regions mentioned in clause 6-7.01.

In the case of an employee or one of his dependents who must be evacuated from his place of work situated in one of the localities provided for in this clause because of illness, accident or complication related to pregnancy, the school board shall pay for the cost of the return flight. The employee must prove the necessity for this evacuation. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof. The board shall also pay for the return flight of the person who accompanies the evacuated person.

The board shall authorize an employee to take a leave of absence without salary if one of his dependents must be evacuated due to an emergency, within the framework of the previous paragraph in order to allow him to accompany his dependent subject to the rights acquired by virtue of special leaves.

6-7.09

The fact that the employee's spouse is employed by the school board or an employer in the public and parapublic sectors must not grant the employee a number of outings paid by the school board which is greater than that provided for in the agreement.

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

SECTION V: REIMBURSEMENT OF TRANSIT EXPENSES

- 6-7.10 The school board shall reimburse the employee, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if need be) for himself and for his dependents when he is hired and on any authorized trip provided for in clause 6-7.08 on the condition that these expenses not be assumed by a carrier.

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

SECTION VI: DEATH OF AN EMPLOYEE

- 6-7.11 In the event of the death of the employee or of one of his dependents, the board shall pay for the repatriation of the mortal remains. Moreover, in the event of the employee's death, the board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

SECTION VII: FOOD TRANSPORTATION

- 6-7.12 The employee who cannot provide for his own food provisions in sectors V and IV and in the localities of Kuujjuak, Kuujjuarsapik, Poste-de-la-Baleine (Whapmagoostoo), Radisson, Mistassini, Waswanipi and Chisasibi because there is no food supplier in his locality, shall benefit from the payment of the food transportation expenses up to the following weights:

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

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

- A) the school board shall take charge of the transportation from the source which is the most accessible or economical with regard to transportation and will bear the cost directly;
- B) the school board shall give the employee an allowance equivalent to the cost which would have been incurred according to the first formula.

SECTION VIII: VEHICLE AT THE EMPLOYEES' DISPOSAL

- 6-7.13 Wherever private vehicles are prohibited, the placement of vehicles at the employees' disposal may be the subject of an agreement between the school board and the union.

SECTION IX: LODGING

- 6-7.14 The obligations and practices of the school board to provide lodging for the employee, at the time of his engagement, shall be maintained only for the locations where they already existed.

The rents charged to the employees who benefit from lodging in sectors V, IV, III and the school municipality of Fermont shall be maintained at their December 31, 1985 level.

SECTION X: PROVISIONS OF FORMER COLLECTIVE AGREEMENTS

- 6-7.15 In the event of benefits greater than the current plan for regional disparities resulting from the application of the provisions constituting the 1983-1985 collective agreements or of recognized administrative practices, they shall be renewed unless they refer to one of the following elements of the agreement:

- the retention premium;
- the definition of "point of departure" provided for in clause 6-7.01;
- the level of premiums and the calculation of the premium for the part-time employee provided for in clause 6-7.02;
- the reimbursement of expenses related to moving and outings of the employee recruited from outside Québec provided for in clauses 6-7.05 and 6-7.08;
- the number of outings when the employee's spouse works for the school board or an employer in the public and parapublic sectors provided for in clause 6-7.08;
- food transportation provided for in clause 6-7.12.

- 6-7.16 The retention premium equal to eight (8) percent of the annual salary shall be maintained for employees hired prior to December 31, 1988 and working in the school municipalities of Seven Islands (including Clarke City) and Port-Cartier.

6-8.00 LOAN AND RENTAL OF ROOMS OR HALLS

- 6-8.01 The clauses of this article and those to which this article specifically refers, shall apply to all work required by the board regarding the loan and rental of rooms or halls:

6-8.01 (cont'd) A) to the employee who works there in addition to or outside of his hours of work;

B) to the person who, while not an employee of the board, is hired by the board to work there exclusively.

6-8.02 The remuneration of the employee and the person referred to in the preceding clause shall be established in the following manner:

A) for the opening of the school and the rooms to be used, surveillance during the activity and the closing of the school and the rooms used:

from January 1, 1986 to December 31, 1986: \$ 9,76/hour

from January 1, 1987 to December 31, 1987: \$10,20/hour

from January 1, 1988 to December 31, 1988: \$10,72/hour

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

from January 1, 1986 to December 31, 1986: \$11,54/hour

from January 1, 1987 to December 31, 1987: \$12,00/hour

from January 1, 1988 to December 31, 1988: \$12,59/hour

6-8.03 The salary rate applicable to the employee referred to in subparagraph A) of clause 6-8.01 shall be increased by fifteen (15) percent if he already benefits from article 5-6.00 of the agreement and this to take into account all the social benefits such as paid legal holidays, sick-leave days, salary insurance and vacation.

If, however, this employee is not affected by article 5-6.00 of the agreement, he shall be entitled to a salary rate which is increased by eleven (11) percent to take into account all the social benefits such as paid legal holidays and salary insurance; as for vacation, he shall benefit from the applicable laws.

6-8.04 The salary rate applicable to the person referred to in subparagraph B) of clause 6-8.01 shall be increased by eleven (11) percent to take into account all the social advantages, such as paid legal holidays, salary insurance and sick-leave days; as for vacation, the person shall benefit from the applicable laws.

6-8.05 For purposes of applying clause 6-8.01, if the school board decides to assign work related to loan and rental of rooms or halls to an employee, the board shall do so in the following order:

- 6-8.05 (cont'd)
- A) the caretaker, night caretaker and maintenance worker class II, working as caretaker's helper, assigned in the building or school concerned;
 - B) the caretaker, night caretaker and maintenance worker class II, working as caretaker's helper assigned to the board;
 - C) other employees in the category of trades and labour support positions assigned in the building or school concerned;
 - D) other employees in the category of trades and labour support positions assigned to the board;
 - E) other employees of the board.

Seniority shall prevail in each of the steps mentioned above.

6-8.06 A claim made by virtue of this article, duly signed by the employee, shall be paid within a maximum period of one month. The board shall provide the claim forms.

6-8.07 The employee referred to in this article shall have the right to article 3-6.00 as well as to the settlement of grievances and arbitration procedures provided for in the agreement concerning rights which are recognized in this article.

6-8.08 The caretaker referred to in clause 6-8.05 who does the work required, shall be remunerated on the basis of his basic hourly rate and this notwithstanding clause 6-8.02. In such a case the minimum remuneration paid to the caretaker shall be equal to one hour of work.

6-8.09 Notwithstanding clause 6-8.05, the priority assigned in the context of this clause shall cease when the total number of hours effected for the loan and rental of rooms or halls plus the number of regular hours of work of the employee in question exceeds forty-four (44) hours during the same week.

6-8.10 The board and the union can agree to different terms and conditions than those mentioned in clauses 6-8.02, 6-8.03, 6-8.04, 6-8.05, 6-8.09.

6-9.00 PAYMENT OF SALARY

6-9.01 Employees shall be paid by cheque in a sealed envelope at his place of work every second (2nd) Thursday. In addition, a pay shall be given to employees to cover the period ending June 30. If a Thursday coincides with a paid legal holiday, employees shall be paid on the preceding workday.

6-9.02 The pay slip must indicate the following:

- A) the employer's name;
- B) employee's surname and given name;
- C) the gross salary and net salary;
- D) the nature, the amount and if possible, the cumulative of the deductions;
- E) the nature and amount of premiums, indemnities or allocations paid;
- F) the date of payment and period concerned;
- G) the number of hours paid at the regular rate;
- H) the number of hours paid at the overtime rate and, if applicable, the applicable rate;
- I) the class of employment;
- J) the hourly rate, if applicable.

6-9.03 In the event where, on the date of signing of the agreement, the school board operates a different system, the school board and the union agree to maintain or to alter it, or to adopt the system provided for in clauses 6-9.01 and 6-9.02. Failing an agreement, the system then in force is maintained.

6-9.04 Before claiming the amounts paid in excess to an employee, the school board shall reach an agreement with the employee and the union regarding the method of reimbursement. Failing an agreement, the school board shall determine the terms and conditions of reimbursement. Such terms and conditions must not cause an employee to reimburse more than ten (10) percent of his gross salary per pay.

6-9.05 The board shall give an employee, within fifteen (15) days of his departure, a signed statement of the amounts owing in salary and in fringe benefits.

The board shall give or forward the employee his pay cheque, including his fringe benefits, as soon as possible but at the latest during the second (2nd) pay period following his departure.

The board shall give or forward the employee any notice of stoppage of work in accordance with the Act.

- 6-9.06 The school board shall inform the employee in writing of the amount collected in his name from the Commission de la santé et de la sécurité du travail (CSST).
- 6-9.07 The board shall indicate on T-4 and TP-4 slips the total amount deducted for union dues during the corresponding calendar year.
- 6-9.08 In the event where, through an error on the part of the board, it omits to pay an employee on the date provided, or pays him amounts which are less than what are due, the board shall, following a request from the employee concerned, take the necessary interim steps, without delay, to pay the amounts due.

CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT

7-1.00 MOVEMENT OF PERSONNEL

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

7-1.02 Should the board not abolish or modify a position, nor to put into motion the process to fill a position as provided for in clause 7-1.04, in accordance with its decision and this within a delay of thirty (30) days of taking this decision, the board must fill every position which has become definitely vacant, except if it is a position of a temporary nature, in accordance with the procedure provided for in clause 7-1.04.

7-1.03 When the abolition of a position has the effect of causing an employee to carry out duties which principally and customarily correspond to a class of employment different from his own, this must be the subject of a written agreement between the board and the union and, in this case, clauses 6-1.03 and 6-1.04 shall apply.

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

7-1.04 Subject to article 7-3.00, when the board decides to fill a position definitely vacant or newly created, other than a position of a temporary nature, it shall proceed in the following order:

- A) it shall fill the position by choosing from among its support staff employees placed in surplus in the same class of employment, covered or not by the agreement, and from among the tenured regular employees having a right to return by virtue of paragraph L) of clause 7-3.21;
- B) it shall choose, regardless of the class of employment, within the same category, from among the employees in surplus and the persons from support personnel in its employ in surplus, covered or not by the agreement;
- C) it shall address all the employees covered by the agreement through a posting in accordance with clause 7-1.09;

7-1.04
(cont'd)

- D) it shall choose from among the regular employees laid off for less than two (2) years, who filled a part-time position immediately prior to their layoff and who have completed two (2) years of active service with the board;
- E) it shall contact the Regional Placement Bureau which can refer a support staff person in surplus from another board;
- F) it shall choose from among its management personnel in surplus, or those who have an equivalent status which gives them security of employment by virtue of the working conditions that apply to them;
- G) it shall choose from among the regular employees laid off for less than two (2) years, other than those referred to in paragraph D) above;
- H) it shall choose from among the employees referred to in articles 10-2.00 and 10-3.00 who have completed their probation period provided for in clauses 10-2.07 and 10-3.05, as the case may be and who have indicated to the board that they desire to become probationary employees and this when the board proceeds to posting as provided for in paragraph C) of this clause; such priority shall only apply for a period of eighteen (18) months following the layoff;
- I) it shall choose from among the employees who requested a voluntary transfer and whose request was accepted, in accordance with clauses 7-3.26 and 7-3.27;
- J) it shall choose from among the employees referred to in article 10-1.00 who have completed their period of probation provided for in clause 10-1.10 and from among the temporary employees who have completed six (6) months of service with the board inside of twelve (12) consecutive months, either within the framework of article 10-1.00 or as temporary employees, and who have indicated their desire to the board to become probationary employees at the time when the board went to posting, as provided for in paragraph C) of this clause; such priority shall apply only for a period of twelve (12) months following the layoff of employees referred to in article 10-1.00 and at the termination of employment for temporary employees;
- K) the board may assign the position to any other person of its choice.

7-1.05 The employee or person demoted through the application of paragraph B) of the preceding clause shall benefit, as the case may be, from the provisions of paragraph B) of clause 6-2.15 or the compensation provided for in clause 7-3.18, in accordance with the terms and the time period provided for.

7-1.06 If the employee benefitting from a right of return through the application of paragraph A) of clause 7-1.04 refuses the position offered, then the provisions of paragraph L) of clause 7-3.21 shall apply.

7-1.07 In the case provided for in clause 7-1.04, the employee or the person referred to must possess the necessary qualifications and meet the other requirements determined by the board.

If more than one candidate possess the required qualifications and meet the other requirements determined by the board, the board shall proceed according to seniority, in the case of paragraphs A), B), C), D), E) and G) or according to the length of employment in the case of employees referred to in paragraph H) of clause 7-1.04, it being specified that, only for the purposes of applying this paragraph and notwithstanding any provision to the contrary, the seniority of a salaried person not covered by the agreement shall be determined by the board in accordance with article 8-1.00 as if this would have applied to the salaried person concerned from the start of his employment. The case arising, if he has acquired tenure, the employee or the salaried person concerned shall benefit from the compensation provided for in clause 7-3.18 in accordance with the terms and for the length of time provided.

In the event where an employee obtains a position by virtue of the application of paragraph E) of clause 7-1.04, paragraph E) of clause 7-3.21 shall apply.

7-1.08 Every move resulting from the application of paragraphs A), B), D), E) and F) of clause 7-1.04 cannot constitute a promotion or have the effect of assigning to the person chosen a pay scale which includes a higher maximum salary than that provided by his salary scale prior to being placed in surplus or before benefitting from a status equal to that of surplus employee.

7-1.09 The posting provided in subparagraph C) of clause 7-1.04 shall be of at least ten (10) working days duration and shall include, among others, a summary description of the position, a resumé of the work schedule, the name of the employment class, the salary scale or salary rate, the required qualifications and other requirements determined by the board, the duration of the regular workweek, the name of the department or school, the deadline for applications as well as the name of the person to whom the application must be forwarded; a copy of the posting shall be forwarded to the union.

7-1.09 (cont'd) The employee interested by the posting may apply for the position according to the method prescribed by the school board, whether it concerns a promotion, a transfer or a demotion.

In every case where the board determines requirements other than those provided for in the classification plan, those requirements must be related to the position to be filled.

7-1.10 By way of particular exception, if in the framework of paragraph C) of clause 7-1.04 an employee, holding a part-time position, obtains a full-time position, the period of time considered as active service during which this employee occupied a part-time position with the board shall be recognized for purposes of acquiring tenure.

The same thing shall apply for purposes of applying paragraphs D) and G) of clause 7-1.04 for a laid-off regular employee who had filled a part-time position prior to being laid-off and who obtains a full-time position.

This paragraph cannot apply until after the three (3) month trial period provided for in clause 7-1.15.

7-1.11 Within the twenty (20) workdays of its choice, the board shall transmit the name of the chosen candidate, the case arising, the names of the candidates who applied for the position or who were referred by the Regional Placement Bureau as well as their seniority.

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

7-1.13 By way of exception to the provisions of the first paragraph of clause 7-1.07, failing sufficient schooling, relevant experience shall compensate at a ratio of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the relevant years of experience to a candidate's credit must remain sufficient in order to meet the qualifications required for the class of employment with regard to experience. This rule of exception shall apply for the positions in the category of administrative support personnel. However, the employees who already belong to the technical support personnel category on the date of signing of the agreement shall be considered as possessing the required qualifications for the class of employment which they hold.

7-1.14 The employee who is regularly assigned to a position shall receive the title and the salary stipulated for the said position as of his assignment.

7-1.15 At any time during the probation period of three (3) months following any promotion, if the school board determines that the employee does not perform his duties adequately, it shall notify the union and shall return the employee to his former position.

In the case of arbitration, the burden of proof shall rest with the school board.

A promoted employee may decide to return to his former position within thirty (30) days following his promotion.

The application of this clause shall entail the cancellation of all personnel movements and all engagements which resulted from this promotion.

In cases where an employee returns to his former position by the application of the provisions of the preceding paragraph, he shall not be entitled to income protection granted as for a demotion provided for in subparagraph B) of clause 6-2.15. The same shall apply to other employees returned to their former positions.

7-1.16 When the school board decides to fill a position temporarily vacant for a period of five (5) months or more, it shall proceed as follows:

- A) Subject to clause 7-3.18 , the board shall assign an employee in surplus or a perdon in surplus in the board's employ, to the position providing he is capable of carrying out the tasks of the position concerned.
- B) Failing this, the board shall offer the position to an employee in the same office, department or school, as the case may be, for whom such an assignment would constitute a promotion;
- C) If no employee accepts the offer mentioned in paragraph B) above, the school board shall offer the position to the other employees in the same office, department or school, as the case may be, for whom such an assignment would constitute a transfer or a demotion;
- D) If no employee accepts the offer mentioned in paragraph C) above, the board shall offer the position to the other employees of the board for whom such assignment would constitute a promotion.
- E) Failing this, the board shall offer the position to a regular employee who was laid-off for less than two (2) years and who has indicated to the board his desire to be assigned to a position which is temporarily vacant.

7-1.16 (cont'd) E) Failing this, the board can appoint the employee of its choice who accepts to temporarily fill the position; if no employee accepts, the board can designate the employee capable of filling the position and having less seniority, with the exception of the employee mentioned in the paragraph E) above. Such an assignment must not have the effect of having the employee filling two (2) positions simultaneously.

G) Failing this, the board may engage a temporary employee.

Notwithstanding the foregoing, if the board decides to fill the position of an employee who obtained a temporarily vacant position by application of this clause, the board shall proceed in accordance with paragraphs A), E), F), G) above.

7-1.17 When the board decides to fill a position which is temporarily vacant for a period of ten (10) workdays or more, the board shall proceed, in order, following paragraphs A), B), C), E), F) and G) of clause 7-1.16.

Notwithstanding the foregoing, if the board decides to fill the position of an employee who obtained a temporarily vacant position by the application of this clause, the last paragraph of clause 7-1.16 shall apply.

7-1.18 When the board decides to temporarily fill a position which is vacant for a period less than ten (10) workdays, the board shall proceed, in order, in accordance with paragraphs A), F) and G) of clause 7-1.16.

7-1.19 In all cases referred to in clauses 7-1.16, 7-1.17 and 7-1.18 the employee cannot obtain the position unless he possesses the necessary qualifications and meets the other conditions determined by the board.

Within the framework of paragraphs B), C), and D) of clause 7-1.16 the board shall take seniority into account.

Within the framework of paragraph E) of clause 7-1.16 the laid-off regular employee filling a position which is temporarily vacant shall not accumulate active service for the purposes of acquiring tenure, any provision to the contrary notwithstanding.

7-1.20 Following the application of clauses 7-1.16, 7-1.17 and 7-1.18 the regular employee who temporarily fills a position which for him would constitute a promotion were he to be assigned to it regularly, shall be paid in the same manner as he would be if he were promoted to this position and this from the beginning of his assignment.

7-1.20 (cont'd) When the assignment ends, the employee shall return to his regular position under the conditions and with the rights he benefited from the before his assignment, subject to article 7-3.00.

7-1.21 An employee's salary shall not be decreased as a result of a temporary assignment requested by the board.

7-1.22 Before proceeding with an administrative reorganization, the school board must submit its project to the Labour Relations Committee. Within this framework the school board and the union may agree on particular rules for the movement of personnel involved in the reorganization.

Failing an agreement, the provisions provided for in this chapter shall apply.

7-1.23 The procedure provided for in clause 7-1.04 notwithstanding, the school board may proceed with a reassignment or transfer of an employee for administrative reasons with the agreement of the union and the employee concerned.

The same applies if two employees should voluntarily obtain a transfer in their respective positions.

The movement provided for in the first paragraph of this clause must take place within a distance of fifty (50) kilometres from the place of work or from the employee's domicile.

7-2.00 TEMPORARY LAYOFF

7-2.01 The employee whose work is of such nature that he must be temporarily laid off because of the periodic slowdown or seasonal suspension of the activities in his sector, shall not benefit from the provisions of article 7-3.00.

However, if he is laid off or is placed in surplus following the permanent abolishment of this position during the year or when normal activities are resumed, he shall benefit from the employment security provisions in article 7-3.00.

Moreover, when a position which is not of a periodic or seasonal nature so becomes, the employee concerned shall benefit from the provisions of article 7-3.00.

7-2.02 After consulting the union before May 1st of each year, the board shall establish the approximate duration of each temporary layoff and the order in which they shall occur. It shall inform each employee concerned of the date and approximate duration of such layoff and shall inform him of the provisions provided for in clause 7-2.03. A copy of the notice shall be forwarded to the union at the same time.

7-2.02 (cont'd) The duration of a temporary layoff must not exceed the period between June 23 and the day following Labour Day, except for cafeteria personnel.

Notwithstanding the foregoing, in the case of cafeteria personnel working more than ten (10) hours per week and those mentioned in clause 10-2.03, the temporary layoff period cannot exceed the period between May 15 of one fiscal year and September 15 of the following fiscal year and the period between December 15 and January 15 of the same fiscal year.

During the period between December 15 and January 15 the cafeteria employee working ten (10) hours per week and those mentioned in clause 10-2.03 shall nonetheless benefit from legal holidays with pay to which they are entitled by virtue of article 5-2.00 of the agreement; as well, so as to enable the employee to benefit from a salary during this period, the employee concerned may use the vacation to which he is entitled by virtue of the agreement; if the use of such vacation days is insufficient to assure him of a salary for the whole layoff period, he may use anticipated vacation days to which he would be entitled under the agreement the following fiscal year; in such a case, the anticipated days used are automatically deducted from the vacation days to which the employee is entitled the following fiscal year.

If the vacation days are used in anticipation and the employment of the employee ends without him having earned the vacation days already used, in accordance with clauses 5-6.11 and 5-6.12 of the agreement, the employee concerned must remit to the board an amount of money which is equal to the vacation days taken in anticipation and not earned and the board may hold back any amount due on this account from the employee's last pay.

7-2.03 The temporarily laid off employee shall have priority to fill any position of a temporary nature during this period. To take advantage of this priority, the employee must inform the board in writing of his intention to accept any position which might be offered to him; this must be done within five (5) workdays following the receipt of the notice referred to in clause 7-2.02. He must as well possess the required qualifications. He shall receive the rate of pay of the temporarily filled position.

7-2.04 Notwithstanding the preceding clause, if the board decides to fill a position of a temporary nature, it may assign its employee in surplus or a person in surplus in its employ.

7-2.05 Subject to the position being definitely abolished, it is agreed that the employee shall reassume his position at the end of the temporary layoff period.

7-2.06 In addition, the employee whose temporary layoff does not exceed three (3) months, shall be covered by the following provisions:

- A) during this period, he shall benefit from life insurance and health insurance providing he pays his share of the annual premium and the applicable tax on this amount during his period of active service;
- B) for the purposes of determining the vacation to which he is entitled as provided for in clauses 5-6.11 and 5-6.12, he shall be considered in the service of the board during this temporary layoff period.

7-3.00 SECURITY OF EMPLOYMENT

7-3.01 When the board decides to abolish a position other than a vacant position it shall consult the union on the grounds for the abolition at least forty-five (45) days prior to the abolition coming into effect.

7-3.02 Subject to clause 7-1.01, the board may not abolish position other than on July 1 of a fiscal year.

Notwithstanding the preceding paragraph, the board which on the date of signing the agreement, for fiscal year 1986-1987 and by the application of the first paragraph of clause 7-3.02 of the 1983-1985 collective agreement has not proceeded or has proceeded on a date other than July 1, 1986 to reduce personnel or to abolish positions for fiscal year 1986-1987, may continue to benefit from the first paragraph of clause 7-3.02 of the 1983-1985 collective agreement until July 1 of fiscal year 1988-1989.

However, the board may on exceptional basis proceed to abolish positions held by regular employees on other dates during the year for reasons which could not reasonably be foreseen at the time when the board proceeded or could have proceeded to abolish a position in accordance with the preceding paragraph.

This clause shall apply subject to Letter of Agreement no.5 concerning transfer and integration norms.

7-3.03 The employee whose position is abolished shall either be reassigned to another position, laid off, placed in surplus or his employment shall be terminated according to the following provisions.

The regular employee whose position is abolished shall receive a thirty (30) day written notice prior to his position being abolished.

7-3.04 THE FOLLOWING PROVISIONS SHALL APPLY TO THE EMPLOYEE WHOSE POSITION IS ABOLISHED:

- A) if he is a probationary employee,
 - his employment shall be terminated;
- B) if he is a non-tenured regular employee:
 - a) he shall be reassigned to a vacant position in his class of employment indicated by the board and which it has decided to fill, the foregoing subject to clause 7-1.01 and paragraphs A) and B) of clause 7-1.04 and notwithstanding the other paragraphs of this last clause;
 - b) failing this, he displaces the employee in his locality or, at his choice, of another locality within the territory of the board who has the least seniority in his class of employment;
 - c) failing this, he displaces the employee in his locality or, at his choice, of another locality within the territory of the board who has the least seniority in another class of employment in his category;
 - d) failing this, he shall be laid off on the date his position is abolished;
- C) if he is a regular tenured employee:
 - a) he must choose among:
 - 1- either be reassigned to a vacant position in his class of employment, designated by the board, and which it decides to fill, the foregoing subject to clause 7-1.01 and notwithstanding clause 7-1.04;
 - 2- or displace an employee in his class of employment who has less seniority, in the building of his choice;
 - 3- or, if it involves an employee who benefits from a right of return to his former class of employment, to displace the employee having the least seniority in his former class of employment, in the building of his choice.
 - b) If unable to exercise one or other of the choices provided for in subparagraph a) above, he must choose between:

7-3.04 C) b)
(cont'd)

- 1- either displace the employee in his locality, or at his choice, in another locality, who has the least seniority in another class of employment in his category;
 - 2- or, be reassigned, in another class of employment, to a vacant position, in the same category, which the board designates and decides to fill, the foregoing subject to clause 7-1.01 and notwithstanding clause 7-1.04.
- c) If the employee is unable to benefit from subparagraph b) above, he is placed in surplus.

7-3.05

THE FOLLOWING PROVISIONS SHALL APPLY TO THE EMPLOYEE DISPLACED BY VIRTUE OF CLAUSE 7-3.04:

- A) if he is an employee on probation,
his employment shall be terminated;
- B) if he is a non-tenured regular employee:
- a) he shall benefit from subparagraph a), b) and c) of paragraph B) of clause 7-3.04;
 - b) failing this he shall be laid off.
- C) if he is a tenured employee:
- a) he must choose:
 - 1- either to be reassigned to a vacant position in his class of employment indicated by the board and which the board has decided to fill, the foregoing subject to clause 7-1.01 and notwithstanding clause 7-1.04;
 - 2- or, he displaces the employee in his locality or at his choice, in another locality who has the least seniority in his class of employment.
 - 3- or, if it involves an employee who benefits from a right of return to his former class of employment, displaces the employee in his locality or in another locality who has the least seniority in his former class of employment.
 - b) If unable to exercise one or other of the choices provided for in subparagraph a) above, the employee shall benefit from the provisions continued in subparagraph b) and c) of paragraph C) of clause 7-3.04.

- 7-3.05 (cont'd) Notwithstanding the foregoing, if it involves a tenured employee who has at least ten (10) years of seniority, he shall, in addition to benefitting from the provisions provided for in this paragraph C) also have the choice of displacing an employee with less seniority in his class of employment, providing that he has at least double the seniority of the employee whom he displaces.
- 7-3.06 If, by applying the provisions of this article, a tenured employee must or has the choice to displace, as the case may be, the employee with the least seniority of his class or of another class of employment, and cannot meet the qualifications or other requirements of the position concerned, he must nevertheless displace or has the choice to displace, as the case may be, the employee with the least seniority of his class or of another class of employment as the case may be, who holds a position for which he has the qualifications and meets the requirements determined by the board.
- 7-3.07 Notwithstanding any provision to the contrary, for purposes of applying clauses 7-3.04 and 7-3.05, if a position includes, in addition to requirements or qualifications required by the classification plan, other requirements determined by the board, these requirements shall be taken into account first, followed by seniority.
- 7-3.08 The employee who, through the application of this article, has the choice to displace another employee, must communicate his decision to the board in writing within three (3) days of receiving the notice from the board indicating the identity of the employee or employees whom he may displace and their position.
- Only an employee holding a position within the meaning of clause 1-2.22 may be displaced through the application of clauses 7-3.04 and 7-3.05.
- 7-3.09 In applying the clauses contained in this article, the employee who displaces another employee must always have more seniority than the employee he displaces.
- 7-3.10 When as a result of applying clauses 7-3.04 and 7-3.05 an employee who holds a part-time position is reassigned to a full-time position or displaces an employee who holds a full-time position, by way of specific exception, the period of time constituting active service during which this employee held a part-time position with the board shall be recognized for him for the purposes of acquiring tenure.

7-3.11 The provisions contained in this article shall apply to the absent employee as if he were at work and the absence of such an employee cannot have the effect of suspending, delaying or invalidating any personnel movement.

In the case of an absent employee referred to in clauses 7-3.04 or 7-3.05 as the case may be, and who does not exercise a choice offered by virtue of these clauses due to his absence, physical incapacity or other, shall have the board exercise this choice on his behalf in the order indicated.

7-3.12 In no case shall the application of the provisions of this article result in a promotion. However, the exercise on the part of a tenured employee of a right to return shall not constitute a promotion.

However, the salary of the employee who displaces another by the application of clauses 7-3.04 and 7-3.05 shall be established in accordance with the provisions of clause 6-2.14 or clause 6-2.15 as the case may be in accordance with the terms and for the duration mentioned therein.

7-3.13 When, by the application of provisions of this article, a tenured employee holding a full-time position has no other choice but to be reassigned to a vacant part-time position or to displace an employee holding a part-time position, he must displace the employee of his employment class who holds a full-time position and who has less seniority. If this displacement cannot take place, he may choose to be placed in surplus.

When, as a result of the application of this article, a tenured employee holding a full-time position must, or has the choice to, displace, as the case may be, the employee with the least seniority in his class or another class of employment, and that such displacement results in his being assigned a full-time position with fewer working hours than the position he holds, this employee must nevertheless displace or have the choice to displace, as the case may be, the employee with the least seniority in his class of employment or another class of employment, as the case may be, who holds a position with a number of regular working hours equal to the number of regular working hours of his position.

When, as a result of applying this article, the employee referred to in the previous paragraph has no other choice than to be reassigned or displaced to another full-time position with fewer working hours than the position he holds prior to such reassignment or displacement, the employee shall benefit, if that is the case, from the compensation provided for in clause 7-3.18 according to the terms and for the duration mentioned therein.

- 7-3.14 A tenured employee cannot be required to accept by virtue of the application of the provisions of this article, a position located at a distance of more than fifty (50) kilometres from his place of work or from his domicile, by the shortest public route.
- 7-3.15 In the case where the employee referred to in clause 7-3.14 refuses such a position, he can, at his request, and if no other possibility exists by virtue of the application of the provisions of this article, be placed in surplus.

Measures to Reduce the Number of Employees Placed in Surplus

7-3.16 A) Pre-retirement

For the purposes of reducing the number of employees placed in surplus, the school board shall grant a pre-retirement leave of absence to an employee on the following conditions:

- a) this leave of absence is a leave of absence with pay for a maximum duration of one (1) year. During his leave of absence the employee shall not be entitled to any benefits of this agreement except as regards health and life insurance plans and the supplemental plans, provided that he pays at the beginning of his leave of absence the full amount and the applicable tax on this amount;
- b) this period of pre-retirement shall count as service for purposes of the pension plan covering the employee concerned;
- c) only the employee who would be entitled to retire following the leave of absence and who would not be entitled to a full retirement during the leave of absence is eligible; notwithstanding the foregoing, the board may grant a preretirement leave of absence to an employee who would be entitled to a full retirement at the beginning or during the leave of absence;
- d) at the end of the leave of absence with salary, the employee shall be considered as having resigned and he shall be put on retirement;
- e) this leave allows for the reduction of the number of tenured employees in surplus.
- f) the eligible employee and beneficiary of this leave of absence shall give his consent in writing.

The board may grant a pre-retirement leave of absence to an employee for reasons other than those provided for above, according to the rules established in paragraph A) above.

7-3.16
(cont'd)

B) Severance Pay

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

The severance pay granted to an employee by virtue of the preceding paragraph must be immediately reimbursed to the board if the employee is hired in the education sector within twelve (12) months following his departure from the board.

The severance pay shall equal one month of salary per complete year of service calculated on the last day of work by the tenured employee. The premium shall be limited to six (6) months salary. For the purposes of calculating this premium, the salary is that which the tenured employee receives on the day he leaves the board.

An employee can only benefit once from severance pay during all his working years in the education sector.

The board cannot grant severance pay to an employee who refuses a position which he is offered within the framework of clause 7-3.17.

C) Transfer of Rights

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

RIGHTS AND OBLIGATIONS OF THE EMPLOYEE

7-3.17

The employee in surplus to whom the board or another board offers a full-time position located at a distance equal or less than fifty (50) kilometres from either his place of work when he was placed in surplus, or from his domicile and this via the shortest public road, must accept the position if he has the required qualifications and meets the other requirements determined by the board and this irrespective of the number of hours or the work schedule of the position concerned.

He must also accept the position thus offered even if it is in another class of employment as long as the class of employment is in his category.

7-3.17 (cont'd) Failing acceptance of such a written offer shall constitute for all purposes a resignation on his part. The employee shall have seven (7*) days to accept such offers made by the board or another board.

7-3.18 If, by applying the preceding clause, an employee must accept a position comprising fewer working hours than his regular workweek prior to being placed in surplus, such employee shall benefit from the following provisions:

He shall benefit from the salary rate which applies to his new position for all regular hours worked.

In addition, so as to compensate for his lack of earnings caused by the reduction in his regular work hours, he shall receive in the form of a lump sum spread over each of his pays, an amount equal to the difference between the salary which he derives from his new position for a regular workweek and that which he received immediately prior to assuming his new position.

The compensation mentioned in the preceding paragraph shall be reduced as the employee's salary progresses.

The employee concerned shall no longer be entitled to the compensation provided for in this clause as soon as the salary which applies to his new position for a regular workweek reaches the salary for a regular workweek which he received immediately prior to assuming his new position.

The employee in surplus, relocated in the framework of clause 7-3.17 and the regular employee who displaces within the framework of clauses 7-3.04 and 7-3.05 and whose displacement or relocation has the effect of assigning him to a position of a seasonal or periodic nature, such employee shall benefit from the following:

To compensate this employee for the reduced income due to a reduction in his regular working hours for the months involved, he shall receive a lump sum at the end of each fiscal year made up of the difference between the salary of his new position and the salary he received prior to assuming his new position; if applicable, the unemployment insurance benefits received by such an employee shall be deducted from the lump sum referred to above. The compensation shall be reduced as the employee's salary progresses.

* Read twelve (12) days instead of seven (7) if such offer of employment involves the moving of the employee concerned.

7-3.19 If, by the application of clause 7-3.17, an employee must accept a position which for him would constitute a demotion, he shall benefit from paragraph B) of clause 6-2.15 according to the terms and for the period mentioned.

7-3.20 However, if the position which the employee must accept constitutes a demotion for the employee and carries with it a lower number of working hours per week than the number of working hours the employee had prior to being placed in surplus, such employee shall benefit from the following provisions:

- A) in the case of demotion, the employee shall benefit from paragraph B) of clause 6-2.15 according to the terms and length of time there provided, for every hour worked;
- B) he shall also benefit from the compensation provided for in clause 7-3.18 according to the terms and length of time provided for in said clause, for the difference in remuneration resulting from the lower number of working hours as compared to the number of working hours prior to the employee being placed in surplus.

7-3.21 A) The employee in surplus who voluntarily accepts to be relocated when such relocation involves a move on his part, and if his future workplace is more than fifty (50) kilometres from his place of work where he was prior to being placed in surplus and his place of residence by the shortest public road, he shall receive a voluntary mobility premium equal to two (2) months salary. This premium shall equal four (4) months salary if his relocation takes place in school regions 1, 8 or 9 from another school region than that of his new place of work.

These provisions shall also apply to the tenured employee who is not in surplus if his relocation in another school board beyond fifty (50) kilometres, as provided for in the paragraph above, permits the reintegration of an employee already in surplus with the board.

- B) The employee in surplus must provide all information pertaining to his security of employment on request.
- C) For as long as the employee remains in surplus, his salary shall progress normally in accordance with the provisions of the agreement.
- D) If an employee in surplus accepts a position with another board in accordance with this clause, he shall not be submitted to a probation period.

7-3.21
(cont'd)

- E) If an employee, or a person in surplus from the support staff, is relocated or reassigned in accordance with the provisions of this chapter, he shall transfer his status of employee and, if applicable, his tenure and his bank of non-redeemable sick-leave days to this new employer.

He shall also transfer his seniority for the purposes provided for in the agreement and this notwithstanding any provision to the contrary.

The board hiring such an employee shall recognize the benefits transferred by the employee by virtue of this paragraph.

- F) For as long as the employee remains in surplus, the employee shall be required to carry out the tasks which the board assigns to him and which must be in relation to his qualification and to one or other task of the classes of employment of his category.
- G) The regular employee who has not acquired his tenure, who has completed at least one (1) year of active service as a regular employee and who is laid off following the application of the provisions of this article, shall remain listed with the Regional Placement Bureaus for a period of two (2) years. During this period he shall be required to accept a written offer of engagement from his board or another board in the same school region and this within seven (7) days of such written offer. Failure to accept such a written offer shall result in his name being removed from the lists of the Regional Placement Bureau.
- H) The date of the signature of the post office receipt shall constitute a prima facie proof used to calculate the time limits provided for in this clause.
- I) The employee who is relocated following the application of this clause and who must move, shall benefit from his board, or as the case may be, from another board which hired him, from the provisions of Appendix B under the conditions stipulated therein, insofar as the allowances provided for in the Federal Labour Mobility Plan program do not apply. Moreover, in the event of an employee's relocation in accordance with provisions of clause 7-3.17 and paragraph A) of this clause, that employee who must move shall be entitled to:
- a) a maximum of three (3) workdays without loss of salary to cover the search for a dwelling. This maximum of three (3) days does not include travelling time there and back;

7-3.21 I)
(cont'd)

b) a maximum of three workdays without loss of salary to cover the moving and settling into a new dwelling.

- J) For purposes of applying article 7-3.00, place of work shall signify the place of work where an employee normally carries out his duties; however, where an employee carries out his duties in more than one place, the place where he generally receives his directives or where he accounts for his activities shall be considered as the place of work.
- K) The employee in surplus must present himself for a selection interview with an employer in the public or parapublic sector if the National Placement Bureau or Regional Placement Bureau makes this request of him. The employee who does not present himself or neglects to conform to the obligation provided for in this paragraph shall be considered as having resigned.
- L) The regular employee who was demoted following the application of paragraph B) of clause 7-1.04 or, if applicable, clauses 7-3.04 or 7-3.05 shall benefit from a right of return to his former class of employment, in accordance with paragraph A) of clause 7-1.04 or subparagraph a) of paragraph C) of clause 7-3.04 or subparagraph a) of paragraph C) of clause 7-3.05; this right of return does not apply unless the employee remains with the same board.

Should the employee refuse to accept the position offered by the board within the framework of the right of return, the employee shall lose his right of return and the benefits of clause 7-3.19; he shall, however, benefit from the provisions in the case of a voluntary demotion.

- M) For purposes of applying this article, the term locality shall signify either the municipal territory or the board's territory as chosen by the union for the duration of the agreement. The union must inform the board, in writing, of its choice within sixty (60) days of the date of signing of this agreement. Failing such notice, locality shall refer to the board's territory.

The union and the board may nevertheless agree in writing to another definition.

In the case of the City of Laval, the word locality must be interpreted as signifying one or other of the municipalities which existed prior to the fusion which created the City of Laval.

- 7-3.21 N) For the purposes of applying this chapter, category signifies one or other of the following categories: Technical Support, Administrative Support and Trades and Labour Support.

OBLIGATIONS OF THE SCHOOL BOARD

- 7-3.22 When the board decides to proceed to hire in order to fill a vacant full-time position, other than a position temporarily vacant, the board shall send a request to the Regional Placement Bureau serving its territory, specifying in its request the class of employment and the requirements of the position to be filled.

- 7-3.23 After another school board assumes the responsibility for instruction to children with learning or emotional problems within the framework of the application of section 450 of the Education Act, the regular employee or the tenured employee who is affected by a reduction in personnel as regards the major portion of his work, shall be required to go into the employ of this other school board.

However, with the agreement of the school board which no longer offers such instruction, this regular employee or tenured employee may remain in the employ of such school board providing that this not lead to one or more layoffs for regular employees nor placing tenured employees in surplus because of this agreement.

INTEGRATION OF SCHOOL BOARDS

- 7-3.24 A) During a fusion (including the disappearance of one school board to the benefit of one or more other school boards), an annexation or a restructuring, the rights and obligations of the parties concerned arising out of this agreement shall be maintained by the new board.
- B) During a fusion (including the disappearance of one school board to the benefit of one or more other school boards), an annexation or a restructuring, the difficulties arising directly from the integration and affecting the rights and obligations of the parties concerned and arising out of the agreement shall be the subject of an agreement between the union and the board involved. The conclusion of such an agreement between the union and the board, together with the remaining in effect of the agreement mentioned in paragraph A) above shall be deemed the same as having concluded a new collective agreement.

7-3.24
(cont'd)

- C) If the parties do not conclude an agreement, within the framework of paragraph B) above within sixty (60) days of the notice of authorization issued by the Ministère to proceed to integration, it shall all be referred to arbitration in accordance with the Labour Code. The arbitrator shall have as mandate to resolve the problems which are directly related to the integration and which affect the rights and obligations of the parties mentioned in paragraph B); the arbitrator may also backdate his decision to the day of the integration, providing the decision is applicable.
- D) During the fiscal year preceding an amalgamation (including the disappearance of one school board to the benefit of one or more other school boards), an annexation or a restructuring, the board may not proceed with the reduction of personnel which would result in laying off or placing in surplus, as the case may be, of a regular employee or a tenured employee if the cause of this reduction arises from such fusion, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, such new school board, such annexing school board or such restructured school board may proceed with the reduction of personnel resulting in layoffs or placing in surplus, as the case may be, of regular or tenured employees.

- E) The provisions of this clause cannot have the effect of delaying or preventing any fusion, annexation or restructuring of school boards.

7-3.25

A) (PROTOCOL) NATIONAL PLACEMENT BUREAU

The bureau shall forward monthly to the body designated by the union group negotiating at the national level a statement of positions to be filled through hiring in the school boards as well as a statement of employees in surplus or laid off as surplus and listed with the regional bureaus.

Upon request the statements mentioned in the preceding paragraph shall be forwarded to the union.

B) (PROTOCOL) REGIONAL PLACEMENT BUREAU

Upon request the Regional Placement Bureau shall forward to the union a statement of positions to be filled through hiring as well as a statement showing the employees in surplus and regular employees laid off which are listed; these lists are forwarded only if they are available.

VOLUNTARY TRANSFER

7-3.26

A person who is not in surplus, represented by an accredited association which negotiates through the union group negotiating at the national level and who wishes a voluntary transfer from one board to another, may submit such a request to his board; the board shall direct such request to the Regional Placement Bureau and to the board where the person wishes to be transferred.

7-3.27

The transfer mentioned in the clause above must satisfy the following conditions:

- A) the person making the request for a transfer must be tenured;
- B) the board and the board to which the person wishes to be transferred to must agree in writing to such a transfer;
- C) the request for a transfer to another board can only be complied with if there is a position available that the latter board intends to fill;
- D) the person requesting the transfer can obtain the position within the framework of paragraph I) of clause 7-1.04;
- E) the transfer cannot be a promotion;
- F) the transferred person shall benefit from the salary related to his new position for the hours actually worked;
- G) no moving expenses are payable to the person transferred;
- H) during such a transfer, the employee concerned shall take the rights mentioned in paragraph C) of clause 7-3.16 to his new employer;
- I) the accredited association representing the person requesting the transfer in the new board which shall hire him, shall, following his request for transfer, negotiate through the union group negotiating at the national level.

7-4.00

PARTIAL DISABILITY

7-4.01

A tenured employee who must be laid off due to his physical inability to meet the requirements of his position, may, within the framework of article 7-1.00 be transferred or demoted provided that he possesses the required qualifications, that he meets the other requirements for the position desired and that the position be available. He shall then receive the salary provided for his new position.

7-4.02 The right mentioned in the preceding clause may be exercised during the period during which this tenured employee benefits from the salary insurance plan provided for in clause 5-3.32.

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

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

7-4.03 As of the date on which the employee referred to in clause 7-4.01 becomes unable to meet on a permanent basis the requirements of his position, it shall then be considered definitely vacant unless it was abolished within the framework of article 7-3.00.

7-4.04 The board and the union may agree on other terms and conditions in order to modify or assign a position to an employee who is affected by a permanent partial physical disability, provided that this not have the effect of modifying the provisions concerning security of employment.

7-4.05 With the exception of the first paragraph of clause 7-4.02, this article shall apply to the tenured employee referred to in clause 5-9.14 of the agreement who was unable to resume a suitable position in accordance with clause 5-9.16.

7-5.00 CONTRACTING OUT

7-5.01 Contracting out must not cause layoffs, placements in surplus or demotions involving a decrease in salary among the regular employees of the board nor a reduction in the hours of a regular employee, and this for a period of two (2) years following the awarding of a contract.

CHAPTER 8-0.00 OTHER WORKING CONDITIONS

8-1.00 SENIORITY

8-1.01 The board shall recognize for the employee in its employ on the date of the signing of this agreement, the seniority acquired on December 31, 1985 by the application of article 8-1.00 of the 1983-1985 collective agreements.

8-1.02 Seniority shall correspond to the regular employee's period of employment, counted as of the beginning of his employment in one or other of the positions of the classes of employment provided for in the classification plan, for the board or school boards (institutions) to which this school board is the successor and it shall be expressed in years, months and days.

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

However, this seniority cannot be used to integrate an employee into one of the classes of employment provided for in the classification plan nor for the purposes of movement of personnel or reduction of personnel.

This clause shall apply subject to chapter 7-0.00.

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

- A) when he is in active service;
- B) when he is on a leave of absence with salary as provided for in the agreement;
- C) when he is absent from work because of a work accident or an occupational disease;
- D) when he is absent from work because of an accident or illness other than an occupational disease or work accident for a period not exceeding twenty-four (24) months;
- E) in the other cases where a provision of the agreement specifically stipulates;

- 8-1.03 (cont'd) F) when he is on a leave of absence without salary for union activities or studies; however, if he applies for a vacant position during his leave and obtains it, he must return to work and his leave without salary shall be cancelled, if it is for a period of four (4) months or more;
- G) when he is temporarily laid off as provided for in article 7-2.00;
- H) when he is on leave in accordance with article 5-4.00;
- I) when he is on leave of absence without salary for a period of one (1) month or less.
- 8-1.04 The regular employee shall retain his seniority, but without accumulating it, in the following cases:
- A) when he is on a leave of absence without salary for more than one (1) month unless there is a specific provision to the contrary in the agreement;
- B) when he is laid off for a period not exceeding twenty-four (24) months;
- C) when he is absent from work because of an illness or accident other than an occupational disease or work accident for more than twenty-four (24) months.
- 8-1.05 A regular employee shall lose his seniority under the following circumstances:
- A) when his employment is permanently terminated;
- B) when he is laid off for a duration in excess of twenty-four (24) months;
- C) when he refuses or fails to return to work without a valid reason within the seven (7) days which follow a recall to work by registered letter sent to his last known address.
- 8-1.06 No later than August 31 of each year, the school board shall update the seniority list. The list shall be calculated on the preceding June 30 and a copy shall be sent to the union.
- 8-1.07 The school board shall post this list in its buildings or schools or shall forward a copy to each employee. At the union's request the list shall be prepared according to seniority.

8-1.08 The posted seniority list shall become official forty-five (45) days after its receipt by the union, subject to the modifications resulting from a grievance submitted prior to the list becoming official.

8-1.09 Any alleged error in the seniority list may be the subject of a grievance prior to the list becoming official.

8-1.10 When an employee acquires the status of a regular employee, the school board shall inform the employee and the union in writing of the seniority he has accumulated on that date.

8-1.11 The seniority of a regular employee who holds a part-time position shall be calculated on a pro-rata basis on the basis of the hours actually worked in one week as compared with the hours of a regular workweek of an employee in his class of employment provided for in article 8-2.00.

8-2.00 WORKWEEK AND WORKING HOURS

8-2.01 Technical and Administrative Support employment categories

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

8-2.02 Trades and Labour Support employment categories

The regular workweek shall be comprised of thirty-eight hours and forty-five minutes (38,75h), divided from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular workday shall be seven hours and forty-five minutes (7,75h).

8-2.03 Notwithstanding clauses 8-2.01 or 8-2.02, for certain classes of employment, for example stationary engineer or guard, the regular workweek may be divided in another way according to the needs of the department or school and this subject to clauses 8-2.07 and 8-2.08. It is agreed that any schedule involving work on Saturday or Sunday shall include two (2) consecutive days off.

8-2.04 In the case where the former collective agreement provided for a different number of work hours per week, the board and the union can agree to maintain this number of hours or to adopt the number of hours provided for in clause 8-2.01 or in clause 8-2.02, as the case may be, and the work schedule is adapted accordingly.

If no agreement is reached, the number of work hours in effect shall be maintained.

8-2.04 (cont'd) Notwithstanding any provision to the contrary, in no case shall the regular workweek exceed forty-four (44) hours per week or a weekly number higher than that provided for the normal workweek of certain employees by virtue of any Act or regulation in effect.

8-2.05 In the event where the employee benefits from a different number of weekly work hours, the salary scales shall be applied on a prorata basis compared to the regular hours worked to those provided for in clause 8-2.01 or those in clause 8-2.02 as the case may be.

8-2.06 The employee is entitled to a fifteen (15)-minute rest period with salary, taken towards the middle of each half-day of work.

8-2.07 The school board shall maintain the work hours in effect on the date of the signing of the agreement.

The board and the union may agree to a flexible schedule for the employees in an office, department or school while respecting the number of weekly working hours provided for in the provisions of this article.

8-2.08 The work schedules may be altered after written agreement between the union and the school board. However, the school board may exceptionally modify the existing schedules if administrative or pedagogical needs make such changes necessary. The school board shall give the union and the employee concerned a written notice at least thirty (30) days before implementing a new schedule. The employee or the union may, within thirty (30) workdays of the sending of the notice, resort to the procedure for settling grievances and for arbitration.

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

At the time of arbitration, the burden of proof shall rest with the board. The tribunal's mandate shall be to decide whether the changes were necessary; if they were not, the school board must return to the former schedules and the hours which the employees worked outside their regular schedule shall be considered as overtime.

Unless there is a written agreement between the union and the board, no modification can impose split shifts on employees.

8-2.09 In the case where a previous collective agreement or a regulation or a board resolution in effect for the year 1975-1976 would have permitted employees to have a regular workweek with fewer working hours during the summer, such provision shall be maintained under the same conditions for the duration of the agreement.

8-3.00 OVERTIME

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

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

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

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

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

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

- A) for all the hours worked in addition to the number of hours of his regular workday or outside of the hours provided for in his schedule and during a weekly day off: from a leave of a duration equal to one and a half (1½) the time actually worked as overtime;
- B) for all the hours worked during a paid legal holiday provided for in the agreement in addition to his salary for the paid legal holiday: from a leave of a duration equal to one and a half (1½) the time actually worked as overtime;
- C) for all the hours worked on Sunday or during the second weekly day off: from a leave of a duration equal to double the time actually worked as overtime.

8-3.06 The board and the employee shall agree on terms and conditions for the application of the preceding clause by taking into account the requirements of the department; failing an agreement between the board and the employee, within sixty (60) days of the

8-3.06 (cont'd) date on which the overtime work was carried out, on the time when the leave provided for in clause 8-3.05 may be taken, the overtime shall be remunerated according to the rates provided for in clause 8-3.07.

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

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

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

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

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

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

8-4.00 DISCIPLINARY MEASURES

8-4.01 Every disciplinary measure and the reasons therefor must be set forth in a written notice addressed to the employee concerned. A copy of such notice must be forwarded to the union.

8-4.02 Except in the case of an indefinite suspension or a dismissal based on a moral or criminal issue, any final decision to dismiss or suspend indefinitely an employee must be preceded, subject to

8-4.02 (cont'd) the fourth paragraph of this clause, by a meeting between the school board, the union and the employee concerned. During this meeting, the school board shall inform the union and the employee of the reasons for such measure. To this end, the employee must receive a written notice of at least forty-eight (48) hours before the meeting specifying the hour and the place where he must report and indicating the reason for the summons as well as the fact that he must be accompanied by a union representative. A copy of such notice shall also be forwarded to the union at the same time.

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

Following any meeting held by virtue of this clause, the board must inform the employee of its final decision, by written notice within the time limit mentioned in clause 8-4.12. A copy of the notice shall also be sent to the union within the same time limit.

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

8-4.03 Unless there are circumstances which prevent it and subject to clause 8-4.02, the board shall advise the employee who must be suspended or dismissed in writing at least twenty-four (24) hours prior to such measure coming into effect.

8-4.04 Subject to clause 8-4.02, the board shall convene an employee who is suspended; in this case and in the case where the board decides to convene an employee regarding every other disciplinary measure which concerns him, the employee must receive a written notice of at least forty-eight (48) hours, specifying the hour and place where he must report and indicating the reason for the summons as well as the fact that he shall be entitled to be accompanied by a union representative. A copy of this notice shall be transmitted to the union at the same time.

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

8-4.05 The employee may, after having made an appointment, consult his official file twice (2) a year, accompanied if he so desires by his union representative.

- 8-4.06 The employee who is subject to a disciplinary measure may submit a grievance.
- 8-4.07 A suspension shall not interrupt the employee's seniority. During this suspension, he shall maintain his contribution to the various contributory plans provided for in the agreement.
- 8-4.08 In the event of arbitration, the board must establish that the disciplinary measure was imposed for just and sufficient reason.
- 8-4.09 The school board may only invoke an infraction that has been placed in the official file and for which a disciplinary measure has been issued within twelve (12) months of such infraction.
- However, if more than one infraction of the same nature was committed within these twelve (12) months, each of these infractions including the first one mentioned in the preceding paragraph may only be invoked within the twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the file on written request from the employee.
- 8-4.10 No disciplinary measure rescinded by the school board or declared unfounded by a tribunal may be invoked against an employee.
- 8-4.11 The national negotiating parties agree to grant priority to dismissal cases when preparing the arbitration roll.
- 8-4.12 Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such a measure or after the school board's cognizance of such incident shall be null, void and illegal for the purposes of the agreement. However, in the case of modifications to an indefinite suspension, the thirty (30) day limit shall not apply at the time of the modification.
- 8-4.13 In the case of dismissal, if there is an appeal through the grievance procedure, the school board shall not pay the employee concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days for as long as the grievance has not been settled. The employee shall continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his credit cover both his contribution and that of the school board. Failing this, the employee must pay the full premiums in advance and the tax on this amount, if applicable.

8-5.00 HEALTH AND SAFETY

- 8-5.01 The board shall maintain health and safety conditions in accordance with the Act and the regulations applicable to the board.

8-5.02 The board and the union shall collaborate through the Labour Relations Committee to maintain working conditions which respect the health, safety and physical well-being of employees.

8-5.03 The board and the union may agree to set up a specific health and safety committee.

8-5.04 If an employee exercises his right of refusal provided for in the Act respecting occupational health and safety, he must notify his immediate superior or the authorized board representative immediately.

As soon as he is notified, the immediate superior; or where applicable, the authorized representative of the board, shall convene the union delegate of the building concerned if he is available or, if not, the union representative; the purpose of this summons is to assess the situation and the corrective measures which the immediate superior or authorized representative of the board intends to apply.

For the purposes of the meeting following the summons, the union delegate or, if applicable, the union representative, may temporarily interrupt his work without loss of salary or reimbursement.

8-5.05 The right of an employee mentioned in clause 8-5.04 shall be exercised subject to the relevant provisions provided for in the Act and regulations concerning occupational health and safety (R.S.Q., Chapter S-2.1) applicable to the board and subject to the terms and conditions specified therein, where applicable.

8-5.06 The board cannot impose a layoff, a displacement, a disciplinary or discriminatory measure due to the fact that the employee exercised the right provided for in clause 8-5.04 in good faith.

8-5.07 The union delegate for the establishment concerned or if he is not available, a union representative, may be temporarily absent from his work, after having informed his immediate superior, without loss of salary or reimbursement in the following cases:

a) to attend a meeting provided for in the third paragraph of clause 8-5.04;

b) to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the board in connection with the matter dealing with the health, safety or physical well-being of an employee.

8-6.00 CLOTHING AND UNIFORMS

- 8-6.01 The board shall provide its employees, free of charge with any uniform or special clothing which it requires them to wear as well as any special clothing required by the Act and the regulations.
- 8-6.02 The uniforms or special clothing furnished by the board shall remain its property and may only be replaced upon the return of the old uniform or garment, except if the employee is prevented from doing so due to circumstances beyond his control. The board shall decide if a uniform or garment must be replaced.
- 8-6.03 The upkeep of uniforms and special clothing provided by the board shall be the employee's responsibility except for special clothing such as overalls, smocks and other similar items which are used exclusively on the premises and for working purposes.
- 8-6.04 In the case where the former collective agreement so provided, the school board shall continue to provide the apparel and uniforms according to the conditions specified therein.

8-7.00 TECHNOLOGICAL CHANGES

- 8-7.01 For the purposes of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment which is used to produce goods or services and which either modifies the duties entrusted to an employee or causes the abolition of one or more positions.
- 8-7.02 The board shall inform the union in writing of its decision to introduce a technological change at least sixty (60) days before the date foreseen for the implementation of such a change.
- 8-7.03 The notice mentioned in the preceding clause contains the following information:
- a) nature of the change;
 - b) school or department concerned;
 - c) date foreseen for the implementation;
 - d) employee or group of employees concerned.

- 8-7.04 The board and union shall agree to meet within thirty (30) days of the sending of the notice mentioned in clause 8-7.02; on this occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work.
- 8-7.05 On the board's request, the employee whose duties are modified as a result of the implementation of a technological change, shall benefit from the training or development that the board decides is necessary.
- 8-7.06 The parties may, by a local arrangement, agree on other terms concerning the implementation of a technological change, in particular concerning the movement of personnel, excluding any movement which could affect the security of employment or the acquisition of tenure.
- 8-7.07 The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement, particularly those in Chapter 7-0.00.

CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES, ARBITRATION AND DISAGREEMENT

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES

9-1.01 An employee who has a problem concerning his working conditions which may give rise to a grievance, must discuss it with his immediate superior in order to attempt to solve it. He may be accompanied, if he wishes, by his union representative. However, the fact that the employee has not followed this procedure shall not cause him to lose any rights.

If the meeting with the immediate superior provided for in the above paragraph does not lead to a resolution of the problem raised or has not taken place for reasons which are attributable to the immediate superior, the union representative may, for the purposes of paragraph A) of clause 3-1.05 meet with the employee concerned during the formulation of the grievance; in such a case, the union representative shall not be given leave following the formulation of the grievance for the purposes of paragraph A) of clause 3-1.05.

9-1.02 It is the express intent of the parties to settle all grievances regarding the application and interpretation of the agreement within the shortest possible time.

9-1.03 In the case of all grievances, the board and the union shall agree to comply with the following procedure:

A) First Step

The employee shall submit the grievance in writing to the authority designated by the school board or to the school board if there has been no such designation, within thirty (30) days of the date of the event that gave rise to the grievance.

At the written request of the board or the union, the union representative(s) accompanied by the plaintiff if the latter so desires, and the representative(s) of the board must meet to study the grievance within ten (10) workdays of its receipt.

However, the fact that this procedure has not been followed shall not cause the employee nor the union to lose any rights.

9-1.03 A) The board shall give its written reply to the union within the twenty (20) workdays following the receipt of the grievance and shall forward a copy to the employee.

B) Second Step

In the event of an unsatisfactory reply or lack of response, the union may submit the grievance to arbitration within a maximum of thirty (30) workdays following the expiry of the time limit provided for in the last subparagraph of paragraph A) of this clause.

Notwithstanding the above paragraph, the union may send its grievance to arbitration as soon as it has received the board's response as provided for in this clause.

9-1.04 The union may file a grievance on behalf of an employee, a group of employees or all employees. In this case, the union must comply with the procedure provided for in clause 9-1.03.

9-1.05 The time limits referred to in this article shall be compulsory unless there is a written agreement to the contrary. Failure to comply with the time limits provided for in this article shall render the grievance null, void and illegal for the purposes of the agreement.

However, the rejection of a grievance cannot as such be considered as an acknowledgement by the union of the school board's allegations and may not be invoked as a precedent.

9-1.06 The grievance notice shall contain a summary account of the facts which gave rise to its origin so as to identify the problem raised. The notice shall also contain, for information purposes, the corrective measure required, and this without prejudice.

No grievance shall be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance. If the amendment is submitted within five (5) workdays prior to the grievance being heard at the arbitration, the board shall obtain, upon request, a postponement of the hearing.

9-1.07 An employee must in no way be penalized, harassed or disturbed due to his involvement in a grievance.

9-2.00 ARBITRATION PROCEDURE

9-2.01 The union that wishes to submit a grievance to arbitration must submit a written notice to this effect to the chief arbitrator*

9-2.01 whose name appears in clause 9-2.02, within the time limit provided for in paragraph B) of clause 9-1.03. This notice must include a copy of the grievance and be sent by registered mail.

A copy of this notice must at the same time be sent to the board. In the event of a disruption of postal services, the arbitration notice shall be sent by telegram, telefacts or teletype and at the end of this disruption the union shall forward the aforementioned documents as quickly as possible.

9-2.02 All grievances submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

MÉNARD, Jean-Guy, Chief Arbitrator*

Blouin, Rodrigue	Laflamme, Gilles
Coté, André C.	Lussier, Jean-Pierre
Courtemanche, Louis-B.	Morency, Jean
Ferland, Gilles	Morin, Fernand
Gauvin, Jean	Sylvestre, André
Hamelin, François G.	Tousignant, Lysé
Ladouceur, André	

or any other person appointed by the negotiating parties to act as arbitrator.

However, the arbitrator shall proceed with the arbitration assisted by assessors if, when the grievance is entered on the monthly arbitration role or within fifteen (15) days that follow, there is a request to this effect by the representative of the union group negotiating at the national level, the Fédération or the Ministère.

9-2.03 In the event of an arbitration with assessors, an assessor shall be designated by the union group negotiating at the national level and the other jointly by the Fédération and the Ministère, within the time limit provided for in the last paragraph of clause 9-2.02 to assist the arbitrator and to represent each party during the hearing of the grievance and the deliberation.

* Address of the chief arbitrator:

Records Office of Arbitration Tribunals,
Education Sector,
Palais de Justice,
300 boul. Jean Lesage,
5th Floor, Room 512,
Québec, Québec
G1K 8K6

9-2.03 (cont'd) The assessor thus appointed shall be deemed competent to sit whatever his past or present activities, his interests in the dispute or his duties in the union, board or elsewhere.

9-2.04 Upon his appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his honour, before a Superior Court judge, to perform his duties according to the law and to the agreement.

Upon their appointment, each of the arbitrators shall take an oath or shall pledge on their honour, before the chief arbitrator, for the life of the agreement, to render their decisions in conformity with the law and the agreement.

9-2.05 Following the recording of the notice of arbitration mentioned in clause 9-2.01, the records office shall acknowledge receipt without delay to the union. A copy of this acknowledgement, of the grievance notice and of the notice of arbitration shall be sent, without delay, to the union group negotiating at the national level, to the Fédération and to the Ministère.

9-2.06 The chief arbitrator or, in his absence, the chief records clerk under the authority of the chief arbitrator shall:

- A) prepare the monthly arbitration roll;
- B) appoint an arbitrator from the list mentioned in clause 9-2.02;
- C) set the time, date and place of the first arbitration session keeping in mind whence the grievance emanated.

The records office shall notify the arbitrators, the assessors, the parties concerned, the union group negotiating at the national level, the Fédération and the Ministère.

9-2.07 Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, the parties concerned, the union group negotiating at the national level, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

9-2.08 If the arbitrator is unable to act because he resigns, refuses to act or for other reasons, he shall be replaced according to the procedure established for the original appointment.

If the assessor is unable to act because he resigns, refuses to act or for other reasons, the party which designated him shall appoint a replacement.

- 9-2.09 The arbitrator may proceed with the arbitration if the party that the assessor represents does not designate a replacement within the time limits he prescribes.
- 9-2.10 The arbitrator shall proceed with all dispatch with the preliminary investigation of the grievance according to the procedure and evidence he deems appropriate.
- 9-2.11 At any time, before the end of the hearings, the national negotiating union group, the Fédération and the Ministère may individually or collectively intervene and may make any representation to the arbitrator that they deem appropriate or relevant.
- 9-2.12 The arbitration sessions shall be public. The arbitrator may, however, order the sessions to be held in camera.
- 9-2.13 The arbitrator may deliberate in the absence of an assessor who does not attend after having been convened in accordance with clause 9-2.07 at least seven (7) days in advance.
- 9-2.14 The arbitrator must render his decision within the sixty (60) days that follow the end of the hearing except, in the case of the presentation of written notes in which case the board and the union may agree to extend the time limit; however, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

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

The preceding paragraph shall not apply in the case of an arbitrator who has deposited the proposed decision within these same time limits.

- 9-2.15 The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.

The assessor may draft a separate report.

The arbitrator shall file the original signed copy of the decision at the records office.

The records office, under the responsibility of the arbitrator or the chief arbitrator, shall forward a copy of the said decision to the assessors, the parties involved, the union group negotiating at the national level, the Fédération and the Ministère and shall file two (2) certified copies at the records office of the labour commissioner-general's office.

9-2.16 At any time before his final decision, an arbitrator may render any provisional or interlocutory decision which he deems just and useful.

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

9-2.17 An arbitrator may not, by his decision, amend in any manner whatsoever the clauses of the agreement.

9-2.18 The arbitrator may prescribe the payment of interest at the legal level, as provided for in the Labour Code, as of the date of the filing of the grievance, on the amounts due by virtue of the decision.

9-2.19 As regards a disciplinary measure, the arbitrator may uphold, modify or annul the decision of the board. All compensation must take into account the amounts earned by the said employee during the period in which he should not have been suspended or dismissed.

9-2.20 The chief arbitrator shall choose the chief records clerk.

The chief records clerk may assign the hearing clerks to the various arbitrations.

9-2.21 The fees and the expenses of the arbitrator and the records office shall be the responsibility of the Ministère.

The arbitration hearings and deliberations of the arbitration tribunals shall be held on premises provided free of rental charge.

9-2.22 The assessors shall be remunerated and their expenses reimbursed by the party they represent.

9-2.23 The stenography costs shall be assumed by the party which requires it.

If there is a transcript of the official stenographic notes, a copy thereof shall be forwarded by the stenographer to the arbitrator and assessors without cost before the beginning of the deliberation.

9-2.24 At the request of a party or on his own initiative, the arbitrator shall transmit or otherwise serve, any order or document and may summon a witness as provided for in the Labour Code.

9-2.25 Subject to articles 2-1.00, 9-1.00, 9-2.00 and 9-3.00, a grievance filed by an employee who is no longer in the employ of the board or by the union on behalf of an employee who is no longer in the employ of the board, shall be considered as properly submitted to arbitration, providing that the facts which gave rise to the grievance took place during the period of employment or are due to his departure and that they may lead to monetary compensation.

9-3.00 ACCELERATED ARBITRATION

9-3.01 The board and the union may come to an explicit understanding to refer a grievance to accelerated arbitration.

9-3.02 In this case, a notice jointly signed by the representatives of the parties that have reached the understanding, shall be forwarded to records office at the same time as the notice of arbitration provided for in clause 9-2.01. If the notice cannot be attached to the notice of arbitration, this notice must nevertheless be sent to the records office seven (7) days before entering the grievance on the arbitration roll.

9-3.03 When the grievance is entered on the arbitration list, notwithstanding the foregoing, the union group negotiating at the national level, the Fédération or the Ministère shall have the right to veto; if such a right is exercised by one of the parties, the grievance shall be required to be heard before a single arbitrator or an arbitrator assisted by two (2) assessors, in accordance with clause 9-2.02.

9-3.04 The chief arbitrator or in his absence the chief records clerk, under the authority of the chief arbitrator, shall:

- A) prepare the accelerated arbitration role according to the order in which the grievances were received at the records office;
- B) assign without delay one of the arbitrators mentioned in clause 9-2.02 who is readily available;
- C) set the time, date and place of the arbitration session, taking into account the location from whence the grievance is filed.

9-3.05 The arbitrator must hear the grievance in all haste and render his decision within fifteen (15) days following the hearings.

- 9-3.06 The arbitrator must hear the grievance on its merits prior to rendering a decision on a preliminary objection unless he can settle it from the bench. In such a case he must subsequently give the reasons for his decision.
- 9-3.07 The decision must include a summary description of the litigation and a brief summary of the reasons supporting his decision. This decision may not be referred to or used during the arbitration of any other grievance unless it bears on the same facts and clauses between the same board and the same union.
- 9-3.08 The provisions of article 9-2.00 of the agreement shall apply mutatis mutandis within the framework of the accelerated arbitration with the exception of the provisions of clauses 9-2.03, 9-2.10, 9-2.14, the first paragraph of clause 9-2.15, the first paragraph of clause 9-2.16 and clause 9-2.23.
- 9-4.00 **DISAGREEMENT**
- 9-4.01 Any disagreement, as defined in clause 1-2.15, shall be referred to the Labour Relations Committee.

CHAPTER 10-0.00 SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES

10-1.00 FOR THE EMPLOYEE WORKING WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES

10-1.01 The clauses of this article and those to which this article specifically refers shall apply within the framework of adult education courses under the jurisdiction of the school board:

- A) to the employee working therein in addition to or outside of his regular working hours;
- B) to the person who, although not a regular employee of the school board, is hired by the school board to work exclusively therein.

10-1.02 The remuneration shall be established as follows:

- A) The employee referred to in paragraph A) of clause 10-1.01 shall receive for every hour worked an amount equal to the average hourly rate (minimum salary scale rate plus maximum salary scale rate, the total divided by two (2)), provided for in the salary scale corresponding to the class of employment attributed to him. In the event where the salary scale only provides a single rate, such employee shall be remunerated at this rate.

The salary rate which applies to this employee is increased by fifteen (15) percent if he already benefits from article 5-6.00 and this in lieu of all the fringe benefits, in particular paid legal holidays, sick-leave days, salary insurance and vacation.

If, however, this employee is not referred to in article 5-6.00 he shall be entitled to the salary scale rate which applies to him, increased by eleven (11) percent in lieu of all fringe benefits, in particular, paid legal holidays, sick-leave days and salary insurance; as regards vacation, such employee shall benefit from the provisions of the applicable laws.

- B) The person referred to in paragraph B) of clause 10-1.01 shall receive for each hour worked, an amount equal to the average hourly rate (minimum salary scale rate plus maximum salary scale rate, the total divided by two (2)), provided for in the salary scale according to the class of employment attributed to him. In the event where the salary scale rate only provides a single rate, such employee shall be remunerated at this rate.

10-1.02 B) The salary rate which applies to this employee is increased (cont'd) by eleven (11) percent in lieu of all fringe benefits, in particular, paid legal holidays, salary insurance and sick-leave days; as for vacation, this person shall benefit from the provisions of the applicable laws.

C) However, the employee who is called upon to carry out, within the framework of adult education courses, work which corresponds to his class of employment, shall receive his hourly rate plus fifteen (15) percent in lieu of fringe benefits and, in particular, for vacation if this rate is higher than the one provided for in paragraph B) above.

D) Notwithstanding the provisions of the preceding paragraphs, if an employee receives a higher remuneration than the one provided for above by virtue of an agreement between the union and the board, the amount of his remuneration shall be that which was paid on the date of signing the agreement and this for as long as this remuneration remains higher.

E) The vacation benefits to which the employee is entitled shall be paid to him in each of his pays providing this is in accordance with the law and the applicable regulations; this subparagraph shall apply starting on July 1, 1987.

10-1.03 This article shall not apply to an employee working in the adult education service who is required by the board to carry out, in addition or outside his regular working hours, work started during his regular work period.

10-1.04 The employee who works in the framework of adult education courses shall benefit from the following clauses or articles of the agreement:

1-1.01 Objective of the Agreement

1-2.00 The following definitions relevant to his status:

1-2.02, 1-2.05, 1-2.06, 1-2.07, 1-2.08, 1-2.13,
1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.21, 1-2.22,
1-2.25, 1-2.27, 1-2.28, 1-2.30, 1-2.31

1-3.00 Respect for Human Rights and Freedoms

1-4.00 Sexual Harassment

2-1.01E) Field of Application

2-2.00 Recognition

3-4.00 Posting and Distribution

3-5.00 Union Meetings and Use of Board Premises

- 10-1.04 (cont'd)
- 3-6.00 Union Dues
 - 3-7.00 Union Security
 - 3-8.00 Documentation
 - 4-1.00 Labour Relations Committee
 - 5-4.00 Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Letter of Agreement No.6 of the agreement)
 - 5-8.00 Civil Responsibility
 - 6-1.00 Classification Rules
 - 6-2.00 Determination of Step (subject to any irreconcilable provision)
 - 6-3.00 Salary Scales and Rates
 - 6-5.00 Travel Expenses
 - 6-9.00 Payment of Salary
 - 7-1.04J) Procedure for Filling a Position which is definitely Vacant or Newly Created
 - 8-5.00 Health and Safety
 - 8-6.00 Clothing and Uniforms
 - 11-2.00 Printing of the Agreement
 - 11-3.00 Local Arrangements
 - 11-4.00 Appendices and Letters of Agreement
 - 11-5.00 Interpretation of Texts
 - 11-6.00 Coming into Force of the Agreement

Appendix A Salary Scales and Rates

Appendix D Parental Rights (in the case of an employee whose period of hiring is for six (6) months or more)

- 10-1.05 The payment of amounts due by virtue of clause 10-1.02 shall be made within a maximum of fifteen (15) days following the presentation of the claim duly signed by the employee. The school board shall provide the forms.
- 10-1.06 Within the framework of adult education courses, the board shall, prior to each course session, proceed with a posting of at least five (5) workdays inviting employees to apply to the designated authority according to the prescribed method. The school board shall prepare a list of applicants and forward a copy thereof to the union.
- The employee who submits his application shall be obliged to accept to work for the entire session unless he is prevented from doing so for a valid reason and for short periods. The employee who refuses such obligation shall lose his right for the current session.
- 10-1.07 Following the posting provided for in the preceding clause, the board shall choose from among the employees who have submitted their application in the following order:

- 10-1.07 (cont'd) A) it shall recall to work the employees referred to in article 10-1.01 who worked the preceding session and who have a right to recall by virtue of clause 10-1.11; this recall shall be made by place of work, class of employment and according to the duration of employment;
- B) it shall choose from among the employees who, during their regular workday, do work similar to that which is required within the framework of adult education courses;
- C) it shall choose among the employees who belong to the same class of employment than that required in the framework of adult education courses;
- D) it shall choose among the other employees.
- 10-1.08 Notwithstanding clause 10-1.07, the board cannot be required to assign work to an employee if this has the effect of bringing his total number of weekly workhours to more than forty-four (44) hours.
- 10-1.09 The employee must have the required qualifications and meet the other requirements determined by the board.
- 10-1.10 The employee hired within the framework of this article shall be subject to a sixty (60) day probation period during which the board may terminate his employment.
- 10-1.11 The employee who is laid off and who has completed the probation period mentioned in clause 10-1.10 shall have a right of recall to work for a period of eighteen (18) months following his layoff.
- 10-1.12 For the purposes of this article, the duration of employment corresponds to the period of employment of an employee as of the beginning of his employment within the framework of adult education courses; this period of employment cannot be retroactive prior to the date of signing the collective agreement.
- 10-1.13 The employee shall be entitled to the procedure for settling grievances and arbitration provided in the agreement concerning rights which are recognized under this article.
- 10-1.14 Notwithstanding the provisions of this article, the board may use the services of an employee or a person on availability in its employ to work in the framework of adult education courses.

10-2.00 FOR THE STUDENT SUPERVISOR AND THE CAFETERIA EMPLOYEE WORKING TEN (10) HOURS PER WEEK OR LESS RESPECTIVELY

10-2.01 The clauses of this article and those to which this article refers specifically, shall apply, as the case may be, to the student supervisor and the cafeteria employee working ten (10) hours or less per week.

10-2.02 A) The employee referred to in this article shall be entitled to the salary rate which applies to him in accordance with articles 6-1.00, 6-2.00 and 6-3.00.

B) This salary rate shall be increased by eleven (11) percent in lieu of all fringe benefits; as for vacation, the employee shall be entitled to an amount equalling eight (8) percent of his salary.

C) The vacation benefit to which the employee is entitled shall be distributed over each of his pays providing this is in accordance with the law and the applicable regulations.

Notwithstanding the above, the provisions of the first paragraph of clause 10-2.02 of the 1983-85 collective agreement shall continue to apply until June 30, 1987.

Effective July 1, 1987, paragraphs A), B) and C) of this clause shall apply; however, the student supervisor referred to in this article shall be entitled to the salary rate calculated in accordance with clause 10-2.02 of the 1983-85 collective agreement if that rate is higher.

10-2.03 The cafeteria employee and the student supervisor employed by the board on the date the collective agreement was signed and who, eventhough he works ten (10) hours or less per week, held, on the day the collective agreement was signed, a position within the meaning of the 1975-79 collective agreement, shall retain the status of part-time employee held on the date the 1979-82 collective agreement was signed, and this to the extent that there was no break in his employment link.

10-2.04 Notwithstanding any provision to the contrary, the student supervisor required to work within the framework of a day-care service under the aegis of the school board shall be remunerated as if he was employed exclusively in the day-care service under the aegis of the school board, this in accordance with clause 10-3.02.

10-2.05 The employee referred to in this article shall benefit from the following clauses or articles in the agreement:

1-1.01 Objective of the Agreement

1-2.00 The following definitions relevant to his status:

1-2.02, 1-2.05, 1-2.06, 1-2.07, 1-2.08,
1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18,
1-2.21, 1-2.22, 1-2.25, 1-2.27, 1-2.28,
1-2.30, 1-2.31

1-3.00 Respect for Human Rights and Freedoms

1-4.00 Sexual Harassment

2-1.01F) Field of Application

2-2.00 Recognition

3-4.00 Posting and Distribution

3-5.00 Union Meetings and Use of School Board Premises

3-6.00 Union Dues

3-7.00 Union Security

3-8.00 Documentation

4-1.00 Labour Relations Committee

5-4.00 Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Letter of Agreement no.6 of the agreement)

5-8.00 Civil Responsibility

6-1.00 Classification Rules

6-2.00 Determination of Step

6-3.00 Salary Scales and Rates

6-5.00 Travel Expenses

6-9.00 Payment of Salary

7-1.04H) Procedure for Filling a Position which is Definitely Vacant or Newly Created

8-4.00 Disciplinary Measures

8-5.00 Health and Safety

8-6.00 Clothing and Uniforms

11-2.00 Printing of the Agreement

11-3.00 Local Arrangements

11-4.00 Appendices and Letters of Agreement

11-5.00 Interpretation of Texts

11-6.00 Coming into Force of the Agreement

Appendix A Salary Scales and Rates

Appendix D Parental Rights (in the case of an employee whose period of hiring is for six (6) months or more)

- 10-2.06 The payment of amounts due by virtue of this article shall be made within a maximum of fifteen (15) days following the presentation of a claim duly signed by the employee. The school board shall provide the forms.
- 10-2.07 The employee hired within the framework of this article shall be subject to a sixty (60) day probation period during which the board may terminate his employment.
- 10-2.08 During a layoff including the temporary layoff of an employee covered by this article, the board shall proceed by place of work, by class of employment and by inverse order of duration of employment.
- In case of recall, the board shall proceed firstly by place of work, by class of employment and in order of duration of employment among employees laid off for less than eighteen (18) months and secondly, by class of employment and by duration of employment from a board list containing the names of employees having been laid off for less than eighteen (18) months and who have requested in writing to be included in such a list.
- 10-2.09 For purposes of this article, the duration of employment refers to the employee's period of employment as of the beginning of his employment within the framework of this article.
- 10-2.10 The employee referred to in this article who is a victim of a work accident or industrial disease, shall benefit from the laws or regulations which apply to him.
- However, the employee who has worked more than six (6) months within the framework of this article shall also benefit from the provisions contained in Appendix F.
- 10-2.11 The employee shall be entitled to the grievance and arbitration procedure for rights which are recognized for him in this article.
- 10-3.00 FOR THE EMPLOYEE IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD
- 10-3.01 The clauses of this article and those to which this article specifically refers shall apply to the employee who works in a day care service under the aegis of a school board.
- 10-3.02 The employee referred to in this article shall receive the salary rate related to his class of employment in accordance with Appendix A of the agreement.

10-3.02 (cont'd) The salary rate which applies to this employee shall be increased by eleven (11) percent to take into account all the fringe benefits such as paid legal holidays, sick-leave days and salary insurance; as for vacation, this employee shall be entitled to an amount equalling eight (8) percent of his salary.

The vacation benefits to which the employee is entitled shall be spread out over each of his pays providing this is in accordance with the law and applicable regulations; this paragraph shall apply as of July 1, 1987.

10-3.03 The employee referred to in this article shall benefit from the following clauses or articles of the agreement:

- 1-1.01 Objective of the Agreement
- 1-2.00 The following definitions relevant to his status:
 - 1-2.02, 1-2.05, 1-2.06, 1-2.07, 1-2.08,
 - 1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18,
 - 1-2.21, 1-2.22, 1-2.25, 1-2.27, 1-2.28,
 - 1-2.30, 1-2.31
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment
- 2-1.01G) Field of Application
- 2-2.00 Recognition
- 3-4.00 Posting and Distribution
- 3-5.00 Union Meetings and Use of School Board Premises
- 3-6.00 Union Dues
- 3-7.00 Union Security
- 3-8.00 Documentation
- 4-1.00 Labour Relations Committee
- 5-4.00 Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Letter of Agreement no.6 of the agreement)
- 5-8.00 Civil Responsibility
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary Scales and Rates
- 6-4.05 Specific Integration Rules
- 6-5.00 Travel Expenses
- 6-9.00 Payment of Salary
- 7-1.04H) Procedure for Filling a Position which is Definitely Vacant or Newly Created
- 8-4.00 Disciplinary Measures
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms

- 10-3.03 (cont'd) 11-2.00 Printing of the Agreement
- 11-3.00 Local Arrangements
- 11-4.00 Appendices and Letters of Agreement
- 11-5.00 Coming into Force of the Agreement

Appendix A Salary Scales and Rates

Appendix D Parental Rights (in the case of an employee hired for six (6) months or more)

10-3.04 The payment of amounts due by virtue of this article shall be made within a maximum period of fifteen (15) days following the presentation of a duly signed claim. The board shall provide the forms.

10-3.05 The employee hired within the framework of this article shall be subject to a probation period of sixty (60) days during which the school board can terminate his employment.

10-3.06 For the purposes of this article, the duration of employment refers to the employee's period of employment as of the beginning of his employment in the day care service concerned.

10-3.07 During a layoff, including the temporary layoff of an employee covered by this article, the board shall proceed by place of work, by class of employment and by inverse order of duration of employment.

In case of recall the board shall proceed firstly by place of work, by class of employment and in order of duration of employment among employees laid off for less than eighteen (18) months and secondly, by class of employment and by duration of employment from a board list containing the names of employees having been laid off for less than eighteen (18) months and who have requested in writing to be included in such a list.

To benefit from this right of recall, the employee must have completed the probation period referred to in clause 10-3.05.

10-3.08 The employee referred to in this article who is a victim of a work accident or industrial disease, shall benefit from the laws or regulations which apply to him.

However, the employee who has worked more than six (6) months in the framework of this article shall also benefit from the provisions contained in Appendix F.

10-3.09 If there are at least two (2) employees in the day care service concerned, clause 8-2.06 shall apply with the employees taking their break period provided for in this clause, in turn.

10-3.09 If there is only one employee, such employee shall benefit from
(cont'd) clause 8-2.06 only following agreement with the board.

10-3.10 The employee shall be entitled to the grievance and arbitration
procedure for rights which are recognized for him in this article.

CHAPTER 11-0.00 MISCELLANEOUS PROVISIONS

11-1.00 CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION

- 11-1.01 The union shall notify the school board of its choice of a single savings institution or credit union for its members. It shall forward to the school board a standard form authorizing deductions.
- 11-1.02 The school board shall collaborate in facilitating the actual realization of such an initiative.
- 11-1.03 Thirty (30) days after this savings institution or credit union has forwarded the authorizations for deductions to the school board, the latter shall deduct, from each salary payment of the employee who has signed such an authorization, the amount that he has indicated as a deduction for deposit with the said savings institution or credit union.
- 11-1.04 The amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.
- 11-1.05 The list of changes to be made in deductions shall be accepted only between October 1 and 31 and between February 1 and 28 of each year.
- 11-1.06 Thirty (30) days after a written notice to this effect by the employee, the school board shall cease the deductions mentioned in clause 11-1.03.

11-2.00 PRINTING OF THE AGREEMENT

- 11-2.01 The management negotiating party shall print the text of the agreement in a single format, as soon as possible following the date of signing and shall make a copy available for every employee as well as a sufficient number for the union. The management negotiating party shall do the same with the classification plan.
- 11-2.02 An English version of the agreement shall also be available for the employees and unions concerned.
- 11-2.03 The delays provided for in the grievance procedure shall be extended until the negotiating party at the national level shall have received sufficient copies of the agreement for its members.

11-2.04 For the purposes of applying clauses 11-2.01 and 11-2.03, the union negotiating party at the national level shall inform the management negotiating party at the national level regarding the precise number of copies of the agreement it requires for its members, and this within thirty (30) days following the signing of the agreement.

11-3.00 LOCAL ARRANGEMENTS

11-3.01 The school board and the union may agree on local arrangements so as to apply or replace a provision in the agreement on a subject provided for in Appendix B of the Act respecting the process of negotiation of the collective agreements in the public and para-public sectors (R.S.Q., 1985, Chapter 12; this Appendix B is attached to this agreement as Appendix E.

11-3.02 Moreover, the board and the union may agree to arrangements on other subjects to the extent that the agreement provides for the possibility of concluding such arrangements.

11-3.03 Failing a local arrangement on a subject for which the agreement so provides, the provisions of the agreement shall apply.

As long as the board and the union have not replaced them by new provisions established in accordance with this article, every corresponding clause of the agreement shall continue to apply.

11-3.04 The school board or the union may give an eight (8)-day written notice of its intention to meet the other party for the purposes of discussing the replacement of one or more provisions of the agreement which could be the subject of local arrangements.

11-3.05 To be considered valid, any agreement constituting a local arrangement under this article must meet the following requirements:

- A) it must be in writing;
- B) the school board and the union must sign it through their authorized representatives;
- C) any article thus modified must appear in the agreement;
- D) it must be filed in accordance with the provisions of the Labour Code;

11-3.05 E) the date of the application of the agreement must be stipulated therein and may in no case be prior to the signing of the agreement and, unless otherwise indicated, shall be valid for the life of the agreement unless otherwise stipulated.
(cont'd)

11-3.06 No provision of this article may give rise to the right to strike or lockout nor may it lead to a dispute as defined in the Labour Code.

11-3.07 Any local arrangement may be cancelled or replaced by a written agreement between the school board and the union. Such agreement must fulfill the requirements of clause 11-3.05.

11-3.08 At the union's request, the school board shall release without loss of salary or reimbursement, a maximum of three (3) employees designated by the union in order to participate in the joint meetings required to discuss the provisions arising from this article. The employee must notify his immediate superior before his absence.

11-4.00 APPENDICES AND LETTERS OF AGREEMENT

11-4.01 The appendices and letters of agreement are an integral part of the agreement.

11-5.00 INTERPRETATION OF TEXTS

11-5.01 The French text shall constitute the official text of the agreement.

11-5.02 All clauses of the agreement to which the word "Protocol" was added are included in the text of the agreement for the sole purpose of indicating to the board and the union the objectives of the national negotiating parties in the negotiation and the reaching of understandings on provisions in the agreements in the education sector. These clauses do not in any way commit the board's or the union's responsibility and are not subject to the grievance procedure in the agreement.

11-6.00 COMING INTO FORCE OF THE AGREEMENT

11-6.01 The agreement shall come into force on the date of signing and shall have no retroactive effect unless specified in the following clauses: 5-3.27, 5-7.09, 6-3.01, 6-4.01, 6-4.05, 6-6.01, 6-6.02, 6-6.04, 6-7.02, 6-8.02.

11-6.01 It shall be understood that the amounts already paid by the board shall reduce those due for the same reasons by virtue of the agreement. (cont'd)

11-6.02 The agreement shall expire on December 31, 1988.

However, the working conditions provided for in the agreement shall remain in effect until the signing of a new agreement.

11-6.03 For the employees of the board on the date of signing the agreement the amounts to be paid by virtue of clause 11-6.01 shall be paid within sixty (60) days of this date.

11-6.04 For the employees who were in the employ of the board between January 1, 1986 and the date of signing of the agreement and who are no longer in the board's employ, the board shall provide the union with a list of such employees along with the last known address within ninety (90) days of the signing of the agreement.

The employee concerned must make a written request to this effect to the board within sixty (60) days of the preparation of such a list. In the event of the employee's death, the request may be made by his beneficiaries.

The amounts to be paid by virtue of clause 11-6.01 shall be payable within ninety (90) days of the preparation of the list of employees for the union.

11-6.05 The board shall provide the employees with a statement of the calculations of their retroactivity at the same time as the payment of retroactivity and shall forward a copy to the union.

11-6.06 Unless stipulated otherwise, the agreement replaces all other former collective agreement concluded between the board and the union.

11-6.07 Strikes and lockouts shall be forbidden to every person as of the date of the coming into force of the agreement and for as long as the right to strike and lockout has not been acquired in accordance with the provisions of the Labour Code.

IN WITNESS WHEREOF, the parties to this agreement have signed in Montreal on this 15th day of April 1987.

FOR THE MANAGEMENT BARGAINING
COMMITTEE FOR CATHOLIC SCHOOL BOARDS,
CATHOLIC CONFESSONAL BOARDS AND
CORPORATIONS OF SCHOOL TRUSTEES
FOR CATHOLICS (CPNCC)

LA FÉDÉRATION DES EMPLOYÉS MUNICIPAUX
ET SCOLAIRES DU QUÉBEC

(signed) Roger Carette
Roger Carette, President

(signed) Gaston Verreault
Gaston Verreault, President

(signed) Michel Bergeron
Michel Bergeron
Vice-President

(signed) Paul Talbot
Paul Talbot
Secretary

(signed) Gabriel Légaré
Gabriel Légaré
President, Fédération des commissions
scolaires catholiques du Québec

(signed) Claude Ryan
Claude Ryan
Ministre de l'Éducation

(signed) Hilda Hobbs
Hilda Hobbs - Negotiator

(signed) Yves Delamarre
Yves Delamarre - Negotiator

(signed) Suzanne Lavoie
Suzanne Lavoie - Negotiator

(signed) Michel Letendre
Michel Letendre - Negotiator

(signed) Gilles St-Hilaire
Gilles St-Hilaire - Negotiator

(signed) Claude Sauvageau
Claude Sauvageau - Spokesman
for the Management Group

(signed) Claude Mailhot
Claude Mailhot - Spokesman
for the Union Group

APPENDIX A

SUPPORT PERSONNEL

HOURLY SALARY SCALES AND RATES
FOR THE PERIODS

- ° from 1986-01-01 to 1986-12-31
and
- ° from 1987-01-01 to 1987-12-31
and
- ° from 1988-01-01 to 1988-12-31

HOURLY SALARY SCALES AND RATES

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HOURLY SALARY SCALES AND RATES

I- CATEGORY OF TECHNICAL SUPPORT POSITIONS

I-1 Subcategory of Technical Support Positions

<u>CLASS</u>	<u>Nurse</u>		
Week:	35 hours		
STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	11,57	12,03	12,63
02	11,91	12,39	13,00
03	12,24	12,73	13,36
04	12,61	13,11	13,75
05	12,99	13,51	14,17
06	13,34	13,87	14,55
07	13,72	14,27	14,96
08	14,12	14,68	15,39
09	14,54	15,12	15,85
10	14,96	15,56	16,31
11	15,40	16,02	16,78
12	15,84	16,47	17,25

CLASSES Audiovisual Technician
 Documentation Technician
 Braille Technician
 Recreational Activities Technician
 Psychometry Technician

Week:	35 hours		
STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	10,16	10,59	11,13
02	10,57	11,00	11,56
03	10,95	11,39	11,96
04	11,34	11,79	12,38
05	11,77	12,24	12,85
06	12,18	12,67	13,30
07	12,62	13,12	13,76
08	13,12	13,64	14,31
09	13,61	14,15	14,84
10	14,11	14,67	15,38
11	14,62	15,20	15,93
12	15,16	15,77	16,52

CLASSES Administration Technician
 Social Aid Technician
 Graphic Arts Technician
 Electronic Technician
 Vocational Training Technician
 Civil Engineering Technician
 School Organization Technician
 School Transportation Technician
 Laboratory Technician

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	10,34	10,77	11,32
02	10,72	11,15	11,71
03	11,14	11,59	12,17
04	11,56	12,02	12,62
05	12,00	12,48	13,10
06	12,44	12,94	13,58
07	12,94	13,46	14,12
08	13,43	13,97	14,65
09	13,94	14,50	15,20
10	14,45	15,03	15,75
11	15,00	15,60	16,35
12	15,59	16,21	16,98

CLASS Special Education Technician

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	11,21	11,66	12,24
02	11,54	12,00	12,60
03	11,85	12,32	12,93
04	12,18	12,67	13,30
05	12,58	13,08	13,72
06	12,94	13,46	14,12
07	13,28	13,81	14,48
08	13,67	14,22	14,91
09	14,06	14,62	15,33
10	14,46	15,04	15,76
11	14,89	15,49	16,23
12	15,32	15,93	16,69

CLASS Food Management Technician

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	11,46	11,92	12,51
02	11,82	12,29	12,90
03	12,16	12,65	13,27
04	12,50	13,00	13,64
05	12,87	13,38	14,04
06	13,27	13,80	14,47
07	13,62	14,16	14,85
08	14,00	14,56	15,26
09	14,40	14,98	15,70
10	14,82	15,41	16,15
11	15,30	15,91	16,67
12	15,72	16,35	17,13

CLASS Data Processing Technician

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	11,35	11,80	12,39
02	11,77	12,24	12,85
03	12,17	12,66	13,29
04	12,61	13,11	13,75
05	13,04	13,56	14,22
06	13,54	14,08	14,76
07	14,00	14,56	15,26
08	14,53	15,11	15,84
09	15,03	15,63	16,38
10	15,58	16,20	16,97
11	16,15	16,80	17,60
12	16,75	17,42	18,24

CLASS Data Processing Technician, principal class

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	14,04	14,60	15,31
02	14,53	15,11	15,84
03	15,00	15,60	16,35
04	15,54	16,16	16,93
05	16,07	16,71	17,50
06	16,61	17,27	18,09
07	17,23	17,92	18,76
08	17,83	18,54	19,41
09	18,46	19,20	20,10

I-2 Subcategory of Para-technical Support Positions

<u>CLASS</u>	Laboratory Attendant		
Week:	35 hours		
STEPS	86-01-01 to <u>86-12-31</u>	87-01-01 to <u>87-12-31</u>	88-01-01 to <u>88-12-31</u>
	\$	\$	\$
01	8,89	9,36	9,85
02	9,11	9,57	10,07
03	9,34	9,79	10,30
04	9,59	10,03	10,55
05	9,85	10,28	10,81
06	10,10	10,53	11,07
07	10,34	10,77	11,32

<u>CLASS</u>	Draftsman		
Week:	35 hours		
STEPS	86-01-01 to <u>86-12-31</u>	87-01-01 to <u>87-12-31</u>	88-01-01 to <u>88-12-31</u>
	\$	\$	\$
01	8,89	9,36	9,85
02	9,18	9,63	10,13
03	9,50	9,94	10,45
04	9,77	10,20	10,72
05	10,11	10,54	11,08
06	10,43	10,86	11,41
07	10,78	11,21	11,78
08	11,13	11,58	12,16
09	11,50	11,96	12,56
10	11,85	12,32	12,93

<u>CLASS</u>	Nurse's Aid		
Week:	35 hours		
<u>STEPS</u>	<u>86-01-01</u> to <u>86-12-31</u>	<u>87-01-01</u> to <u>87-12-31</u>	<u>88-01-01</u> to <u>88-12-31</u>
	\$	\$	\$
01	8,97	9,43	9,92
02	9,27	9,72	10,22
03	9,56	10,00	10,52
04	9,87	10,30	10,83
05	10,21	10,64	11,18
06	10,58	11,01	11,57
07	10,89	11,33	11,90
08	11,25	11,70	12,29
09	11,64	12,11	12,71
10	12,01	12,49	13,11
11	12,44	12,94	13,58
12	12,90	13,42	14,08

<u>CLASS</u>	School Transportation Inspector		
Week:	35 hours		
<u>STEPS</u>	<u>86-01-01</u> to <u>86-12-31</u>	<u>87-01-01</u> to <u>87-12-31</u>	<u>88-01-01</u> to <u>88-12-31</u>
	\$	\$	\$
01	9,50	9,94	10,45
02	9,81	10,24	10,76
03	10,12	10,55	11,09
04	10,45	10,88	11,43
05	10,82	11,25	11,82
06	11,17	11,62	12,20
07	11,55	12,01	12,61
08	11,92	12,40	13,01
09	12,33	12,82	13,45
10	12,77	13,28	13,93

CLASS Offset Duplicator Operator

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,99	9,45	9,94
02	9,28	9,73	10,23
03	9,56	10,00	10,52
04	9,87	10,30	10,83
05	10,18	10,61	11,15
06	10,55	10,98	11,54
07	10,86	11,29	11,86
08	11,21	11,66	12,24
09	11,56	12,02	12,62

CLASS Offset Duplicator Operator, principal class

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	10,55	10,98	11,54
02	10,88	11,32	11,89
03	11,21	11,66	12,24
04	11,57	12,03	12,63
05	11,92	12,40	13,01
06	12,30	12,79	13,42
07	12,71	13,22	13,87

CLASS Data Processing Operator, class II

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,99	9,45	9,94
02	9,26	9,71	10,21
03	9,51	9,95	10,46
04	9,76	10,20	10,72
05	10,04	10,47	11,00
06	10,30	10,73	11,28
07	10,61	11,04	11,60

<u>CLASS</u> Data Processing Operator, class I			
Week: 35 hours			
STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	9,90	10,33	10,86
02	10,30	10,73	11,28
03	10,64	11,07	11,63
04	11,04	11,48	12,06
05	11,43	11,89	12,48
06	11,88	12,36	12,97
07	12,31	12,80	13,43
08	12,79	13,30	13,95

<u>CLASS</u> Data Processing Operator, principal class			
Week: 35 hours			
STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	12,79	13,30	13,95
02	13,21	13,74	14,41
03	13,67	14,22	14,91
04	14,12	14,68	15,39
05	14,61	15,19	15,92
06	15,10	15,70	16,45
07	15,62	16,24	17,01

<u>CLASS</u> Photographer			
Week: 35 hours			
STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,89	9,36	9,85
02	9,18	9,63	10,13
03	9,50	9,94	10,45
04	9,81	10,24	10,76
05	10,12	10,55	11,09
06	10,45	10,88	11,43
07	10,83	11,26	11,83
08	11,16	11,61	12,19
09	11,55	12,01	12,61

CLASS "Préposé au service de garde en milieu scolaire"

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,78	9,43	9,92
02		9,69	10,19
03		9,95	10,46
04		10,20	10,72
05		10,48	11,01
06		10,77	11,32

CLASS Binder.

Week: 35 hours

STEP	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
0	12,00	12,48	13,10

CLASS "Responsable d'un service de garde en milieu scolaire"

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,97	9,95	10,46
02	9,24	10,20	10,72
03	9,51	10,48	11,01
04	9,76	10,77	11,32
05	10,05	11,08	11,64
06	10,34	11,41	11,98

<u>CLASSES</u>	Student Supervisor Swimming Pool Supervisor		
	86-01-01 to <u>86-12-31</u>	87-01-01 to <u>87-12-31</u>	88-01-01 to <u>88-12-31</u>
Week:	35 hours		
<u>STEPS</u>	\$	\$	\$
01	8,97	9,43	9,92
02	9,24	9,69	10,19
03	9,51	9,95	10,46
04	9,76	10,20	10,72
05	10,05	10,48	11,01
06	10,34	10,77	11,32

II- CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

CLASS Office Agent, class II

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,86	9,33	9,82
02	9,07	9,53	10,03
03	9,32	9,77	10,28

CLASS Office Agent, class I

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	9,43	9,87	10,38
02	9,76	10,20	10,72
03	10,11	10,54	11,08
04	10,43	10,86	11,41
05	10,82	11,25	11,82
06	11,20	11,65	12,23
07	11,63	12,10	12,70

**CLASSES Office Agent, principal class
Buyer**

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	12,00	12,48	13,10
02	12,37	12,86	13,49
03	12,78	13,29	13,94
04	13,19	13,72	14,39
05	13,61	14,15	14,84
06	14,00	14,56	15,26

CLASS Office Assistant

Week: 35 hours

STEP	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
0	8,78	9,25	9,73

CLASS Data Processing Assistant

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,86	9,33	9,82
02	9,08	9,54	10,04
03	9,34	9,79	10,30
04	9,63	10,07	10,59

CLASS Data Processing Assistant, principal class

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	10,18	10,61	11,15
02	10,57	11,00	11,56
03	10,89	11,33	11,90
04	11,25	11,70	12,29
05	11,64	12,11	12,71

<u>CLASS</u>	Storekeeper, class II		
Week:	35 hours		
STEPS	86-01-01 to <u>86-12-31</u>	87-01-01 to <u>87-12-31</u>	88-01-01 to <u>88-12-31</u>
	\$	\$	\$
01	8,86	9,33	9,82
02	9,08	9,54	10,04
03	9,33	9,78	10,29
04	9,56	10,00	10,52
05	9,84	10,27	10,80

<u>CLASS</u>	Storekeeper, class I		
Week:	35 hours		
STEPS	86-01-01 to <u>86-12-31</u>	87-01-01 to <u>87-12-31</u>	88-01-01 to <u>88-12-31</u>
	\$	\$	\$
01	9,77	10,20	10,72
02	10,11	10,54	11,08
03	10,44	10,87	11,42
04	10,82	11,25	11,82
05	11,17	11,62	12,20
06	11,56	12,02	12,62
07	11,93	12,41	13,03

<u>CLASS</u>	Storekeeper, principal class		
Week:	35 hours		
STEPS	86-01-01 to <u>86-12-31</u>	87-01-01 to <u>87-12-31</u>	88-01-01 to <u>88-12-31</u>
	\$	\$	\$
01	11,92	12,40	13,01
02	12,35	12,84	13,47
03	12,78	13,29	13,94
04	13,19	13,72	14,39
05	13,62	14,16	14,85
06	14,08	14,64	15,35
07	14,55	15,13	15,86

CLASS Secretary

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,86	9,33	9,82
02	9,08	9,54	10,04
03	9,34	9,79	10,30
04	9,63	10,07	10,59
05	9,87	10,30	10,83
06	10,13	10,56	11,10
07	10,40	10,83	11,38
08	10,70	11,13	11,69

CLASS School Secretary

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	9,63	10,07	10,59
02	9,90	10,33	10,86
03	10,21	10,64	11,18
04	10,49	10,92	11,47
05	10,80	11,23	11,80
06	11,11	11,55	12,13
07	11,43	11,89	12,48

CLASS Executive Secretary

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	10,30	10,73	11,28
02	10,66	11,09	11,65
03	11,03	11,47	12,05
04	11,41	11,87	12,46
05	11,82	12,29	12,90

CLASS Telephone Operator

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to	to	to
	<u>86-12-31</u>	<u>87-12-31</u>	<u>88-12-31</u>
	\$	\$	\$
01	8,89	9,36	9,85
02	9,17	9,62	10,12
03	9,48	9,92	10,43
04	9,74	10,18	10,70

III- CATEGORY OF TRADES AND LABOUR SUPPORT STAFF POSITIONS

III-1 Subcategory of Skilled Workman Positions

Week: 38,75 hours

<u>CLASSES</u>	86-01-01 to 86-12-31	87-01-01 to 87-12-31	88-01-01 to 88-12-31
	\$	\$	\$
Trade Apprentice:			
1st year 01	9,47	9,91	10,42
2nd year 02	9,80	10,23	10,75
3rd year 03	10,17	10,60	11,14
4th year 04	10,51	10,94	11,49
Bricklayer-Mason:	12,16	12,65	13,27
Cabinetmaker:	12,87	13,38	14,04
Electrician:	13,38	13,92	14,60
Master Electrician:	14,24	14,81	15,52
Metal Worker-Roofer:	12,16	12,65	13,27
Mechanic, class II:	12,44	12,94	13,58
Mechanic, class I:	12,97	13,49	14,15
Office Equipment Mechanic:	13,51	14,05	14,73

<u>CLASSES</u>	<u>86-01-01</u> to <u>86-12-31</u>	<u>87-01-01</u> to <u>87-12-31</u>	<u>88-01-01</u> to <u>88-12-31</u>
	\$	\$	\$
Stationary Engineer, class IV:	11,07	11,51	12,09
Stationary Engineer, class III:	12,16	12,65	13,27
Stationary Engineer, class II:	13,51	14,05	14,73
Stationary Engineer, class I:	13,98	14,54	15,24
Pipe Mechanic:	13,38	13,92	14,60
Master Pipe Mechanic:	14,24	14,81	15,52
Carpenter:	12,16	12,65	13,27
Certified Maintenance Workman:	12,66	13,17	13,82
Painter:	11,86	12,33	12,94
Plasterer:	12,16	12,65	13,27

<u>CLASSES</u>	<u>86-01-01</u> to <u>86-12-31</u>	<u>87-01-01</u> to <u>87-12-31</u>	<u>88-01-01</u> to <u>88-12-31</u>
	\$	\$	\$
Locksmith:	12,16	12,65	13,27
Welder:	12,66	13,17	13,82
Specialized Shop Mechanic:	12,87	13,38	14,04
Glazier-Installer-Mechanic:	12,16	12,65	13,27

III-2 Subcategory of Maintenance and Service Positions

Week: 38,75 hours

<u>CLASSES</u>	86-01-01 to 86-12-31	87-01-01 to 87-12-31	88-01-01 to 88-12-31
	\$	\$	\$
Trades Helper:	10,51	10,94	11,49
General Kitchen Helper:	9,47	9,91	10,42
Butcher:	11,86	12,33	12,94
Laundryman:	9,80	10,23	10,75
Heavy Vehicle Driver's Assistant:	10,26	10,69	11,23
Light Vehicle Driver:	10,26	10,69	11,23
Heavy Vehicle Driver:	11,41	11,87	12,46
Cook, class III:	11,11	11,55	12,13
Cook, class II:	11,86	12,33	12,94
Cook, class I:	12,34	12,83	13,46

<u>CLASSES</u>	<u>86-01-01</u> to <u>86-12-31</u>	<u>87-01-01</u> to <u>87-12-31</u>	<u>88-01-01</u> to <u>88-12-31</u>
	\$	\$	\$
Guard:	9,76	10,20	10,72
Gardener:	11,02	11,46	12,04
Boiler and Refrigeration Equipment Operator:	10,51	10,94	11,49
Caretaker (less than 9 275 m ²):	10,97	11,41	11,98
Caretaker (9 275 m ² or more):	12,10	12,58	13,20
Night Caretaker (less than 9 275 m ²):	10,69	11,12	11,68
Night Caretaker (9 275 m ² or more):	11,65	12,12	12,72
Maintenance Workman, class III (domestic helper):	9,47	9,91	10,42
Maintenance Workman, class II (assistant caretaker, labourer):	10,01	10,44	10,97
Maintenance Workman, class I (window installer, tile setter, sander):	10,97	11,41	11,98
Pastrycook:	11,86	12,33	12,94

APPENDIX B

MOVING EXPENSES

1. The provisions of this appendix aim to determine that to which the employee, who can benefit from a reimbursement of his moving costs, is entitled as moving expenses within the framework of relocation as provided for in article 7-3.00.
2. Moving expenses shall not be applicable to the employee unless the Regional Placement Bureau accepts that the relocation of the said employee necessitates his moving.

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

Transportation Costs of Furniture and of Personal Effects

3. The school board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the packing, unpacking and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
4. However, the school board shall not pay the cost of transporting the employee's personal vehicle unless the location of his new domicile is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed by the school board.

Storage

5. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new domicile, the school board shall pay the costs of storing the employee's furniture and personal effects and those of his dependents, for a period not exceeding two (2) months.

APPENDIX B
(cont'd)

Concomitant Moving Expenses

6. The school board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any married employee who is transferred or of two hundred dollars (\$200) if he is single, in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the said employee is assigned to a location where complete facilities are placed at his disposal by the school board.

Nevertheless, the seven hundred and fifty dollar (\$750) moving allowance payable to the transferred married employee shall also be payable to the single employee who maintains a domicile.

Compensation for Lease

7. The employee referred to in paragraph 1 shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the school board shall pay the equivalent of one month's rent. If there is a lease, the school board shall indemnify the employee who must terminate his lease and for which the landlord demands compensation to a maximum period of three (3) months' rent. In both cases, the employee must attest that the landlord's request is well-founded and present supporting vouchers.
8. If the employee 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 of a House

9. The school board shall reimburse, relative to the sale of the principal house-residence of the relocated employee, the following expenses:
 - a) the real estate agent's fees upon presentation of the contract with the real estate agent immediately after its passing, of the sales contract and the account of the agent's fees;
 - b) the cost of notarized deeds chargeable to the employee for the purchase of a house for the purpose of residence at his assignment on the condition that the employee is already the proprietor of his house at the time of his transfer and that the said house is sold;

APPENDIX B
(cont'd)

- c) the penalty for breach of mortgage, if need be;
 - d) the proprietor's transfer tax payable to the municipality, if need be.
10. When the house of the relocated employee, although it has been put up for sale at a reasonable price, is not sold at the time when the employee must enter a new agreement for lodging, the school board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the school board shall reimburse, for a period not exceeding three (3) months, the following expenses:
- a) municipal and school taxes;
 - b) the interest on the mortgage;
 - c) the cost of the insurance premium.
11. In the case where a relocated employee chooses not to sell his principal house-residence, he may benefit from the provisions of this paragraph in order to avoid a double financial burden to the employee-owner due to the fact that his principal residence is not rented at the time when he must assume new obligations to live in the area of his assignment. The school board shall pay him, for the period in 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 costs of no more than two (2) trips incurred for the renting of his house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the school board.

Travel and Accommodation Expenses

12. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the school board shall reimburse the employee for his accommodation expenses for himself and his family in accordance with the regulation concerning the travel expenses in effect at the school board, for a period not exceeding two (2) weeks.

APPENDIX B
(cont'd)

13. If the move is delayed with the authorization of the school board, or if the married employee's family is not relocated immediately, the school board shall assume the employee's transportation costs to visit his family every two (2) weeks, up to five hundred (500) kilometres, if the distance to be covered is equal to or less than five hundred (500) kilometres return trip, and, once a month if the return trip to be covered exceeds five hundred (500) kilometres, up to a maximum of sixteen hundred (1600) kilometres.
14. The reimbursement of moving expenses provided in this appendix shall be made within sixty (60) days of the employee's presentation of the supporting vouchers to the school board that hires him.

APPENDIX C

SABBATICAL LEAVE WITH DEFERRED SALARY

CONTRACT SIGNED

BETWEEN

_____ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED THE EMPLOYEE

Appendix C
(cont'd)

SUBJECT: Sabbatical leave with deferred salary

I- Duration of Contract

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

It may expire on a different date under the circumstances and according to the terms and conditions provided for in Sections V to XI herein.

II- Duration of Sabbatical Leave

The duration of the sabbatical leave shall be _____,
that is, from _____ to _____.

On returning to the board, the employee shall be reinstated in his position. If his position was abolished or if the employee was transferred in accordance with the agreement, the employee shall be entitled to the benefits he would have received had he been at work.

In the case of the employee in surplus who is relocated to another employer during the term of the present contract, the said contract shall be transferred to the new employer unless the latter refuses, in which case the provisions of Section V herein shall apply; however, the board, in applying Section V, shall not claim any money from the employee who must reimburse the board with which he signed the present contract.

III- Salary

During each of the years referred to in this contract, the employee shall receive _____% of the salary he would have received under the agreement.

(The percentage applicable is indicated in clause 5-11.02 of the agreement).

Appendix C
(cont'd)

IV- Benefits

- a) During each of the years of the present contract, the employee shall benefit, insofar as he is normally entitled to it, to the following:
- life insurance plan;
 - health insurance plan, provided that he pays his share;
 - accumulation of redeemable sick-leave days, where applicable, according to the percentage of the salary to which he is entitled under Section III herein;
 - accumulation of seniority;
 - accumulation of experience.
- b) During the sabbatical leave the employee shall not be entitled to any of the premiums provided for in the agreement. During each of the other months of the present contract, he shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his salary by virtue of Section III.
- c) For the purposes of vacation, the sabbatical leave shall constitute active service. It shall be understood that, during the term of the contract, including the sabbatical leave, vacation shall be remunerated at the salary rate provided for in Section III herein.
- d) Each of the years referred to in the present contract shall apply as a period of service for the purposes of the pension plans presently in force and the average salary shall be determined on the basis of the salary that the employee would have received had he not taken part in the sabbatical leave with deferred salary.
- e) During each of the years contemplated by this contract, the employee shall be entitled to all the other benefits of his agreement which are not incompatible with the provisions of this contract.
- f) The board shall maintain its contribution to the Québec Pension Plan, Unemployment Insurance, Québec Health Insurance Plan and the Occupational Health and Safety Plan for the duration of the leave.

Appendix C
(cont'd)

V- Retirement, Withdrawal or Resignation of the Employee

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

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

The employee shall reimburse* the board an amount equal to the difference between the salary received during the contract and the salary to which he would be entitled for the same period had his leave not been remunerated.

A reimbursement shall not include any interest.

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

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

- C) The sabbatical leave is in progress.

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

Salary received by the employee during the term of the contract minus the salary to which he would have been entitled for the same period if his leave (elapsed period) had not been remunerated. If the result obtained is positive, the employee shall reimburse the amount to the board; if the result obtained is negative, the board shall reimburse the amount to the employee.

A reimbursement shall not include any interest.

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

Appendix C
(cont'd)

VI- Layoff or Dismissal of Employee

In the event of the layoff or dismissal of the employee, the present contract shall expire on the effective date of such layoff or dismissal. The conditions provided for in paragraphs A), B) or C) of Section V shall then apply.

VII Leave without Salary

During the term of the contract, the total of one or more leaves without salary authorized in accordance with the agreement cannot exceed twelve (12) months. In this case, the duration of the present contract shall be extended accordingly.

However, if the total of one or more leaves without salary exceeds twelve (12) months, the agreement shall expire on the twelfth (12th) month and the provisions of Section V of the present contract shall apply.

VIII- Placement in Surplus of Employee

In the case of the employee who is placed in surplus during the contract, he shall continue to participate in the plan.

In the case of the employee who is relocated to another employer in the education sector, the provisions of the last paragraph of Section II herein shall apply.

IX Death of the Employee

In the event of the employee's death during the term of the present contract, the contract shall expire on the date of the employee's death and the conditions provided for in Section V shall apply mutatis mutandis. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of Section V.

X- Disability

A) Disability develops during the sabbatical leave:

For the purposes of applying the provisions of clause 5-3.31, disability shall be considered as beginning on the date the employee returns to work and not during the sabbatical leave.

Appendix C
(cont'd)

X- A)
(cont'd)

However, he shall be entitled, during his sabbatical leave, to the salary according to the percentage determined in the present contract.

At the end of the leave, if he is still disabled, he would be entitled to the salary insurance benefit resulting from the application of clause 5-3.31 based on the salary determined in this contract. Should the employee still be disabled at the expiry of the present contract, he shall receive a salary insurance benefit based on his regular salary.

B) Disability develops after the employee has benefitted from his sabbatical leave:

The employee shall continue to participate in the present contract and the salary insurance benefit resulting from the application of clause 5-3.31 shall be based on the salary determined in the present contract. Should he still be disabled at the expiry of the present contract, he shall then receive a salary insurance benefit based on his regular salary.

C) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place:

In this case, the employee concerned may avail himself of one of the following choices:

1° He may continue to participate in this contract and defer the leave until such time as he is no longer disabled. The employee shall then receive his salary insurance benefit resulting from the application of clause 5-3.31 on the basis of the salary determined in this contract.

In the event that the disability still exists during the last year of the contract, the said contract may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, the employee shall be entitled to the salary insurance benefit resulting from the application of clause 5-3.31 based on his regular salary.

2° He may terminate the contract and thus receive the salary that has not been paid (paragraph B) of Section V). The salary insurance benefit resulting from the application of clause 5-3.31 shall be based on his regular salary.

Appendix C
(cont'd)

D) The disability lasts for more than two (2) years:

At the end of the two (2) year period, the present contract shall expire and the conditions provided for in Section V shall then apply mutatis mutandis. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of Section V.

XI- Employment Injury or Work Accident

In the case of an employment injury or work accident, article 5-9.00 shall apply on the date of such employment injury or work accident; the employee may avail himself of one of the following choices:

- 1° Interrupt the contract until he returns to work; however, the contract shall expire after a two (2) year interruption period and Section V herein shall then apply.
- 2° Terminate the contract on the date of the employment injury or work accident; section V herein shall then apply.

XII- Maternity Leave (20 weeks) and Leave for Adoption (10 weeks):

- 1° If the maternity leave or leave for adoption takes place before, during or after the leave is taken, the employee shall interrupt his/her participation for a maximum period of twenty (20) weeks or ten (10) weeks, as the case may be; the contract shall then be extended accordingly, the provisions of article 5-4.00 shall apply, and the benefits provided for in the said article shall be established on the basis of the regular salary.
- 2° However, if the maternity leave or leave for adoption takes place before the leave is taken, the employee may terminate this contract and thus receive the salary that has not been paid (paragraph B) of Section V). The benefits provided for in article 5-4.00 shall be based on his regular salary.

Appendix C
(cont'd)

IN WITNESS WHEREOF, the parties signed in _____, this _____ day
of the month of _____ 19____.

FOR THE SCHOOL BOARD

EMPLOYEE'S SIGNATURE

cc.: Union

APPENDIX D

Subject: Parental Rights

The government shall undertake to guarantee that, as of the date of the coming into force of the agreement, the employee may receive, during her maternity leave, the full or partial compensation payable by the board by virtue of Section II of article 5-4.00 regardless of the modifications made to the eligibility criteria for unemployment insurance which could arise after the signature date but on the condition that the foregoing is admissible under the Supplementary Unemployment Benefits Plan.

Moreover, the national negotiating parties shall meet to discuss any problem which could arise as a result of the following:

- 1) if EIC were to have additional requirements with respect to the final written authorization allowing the plan to be registered as a supplementary unemployment benefit;
- 11) if, thereafter, EIC were to modify its requirements during the life of the collective agreement.

It shall be understood that such discussions shall not constitute a reopening of the agreement.

APPENDIX E

Subject: Local Arrangements

The list of subjects which, by virtue of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., 1985, Chapter 12) may be the subject of local arrangements agreed to at the local or regional level in the school board sector, regarding support personnel and which is reproduced here for information purposes.

- 1° Posting
- 2° Union Meeting and use of Premises
- 3° Documentation
- 4° Union Security
- 5° Union Representation
- 6° Union Dues
- 7° Labour Relations Committee (Participation)
- 8° Disciplinary Measures
- 9° Leave Without Pay
- 10° Work Schedule
- 11° Hygiene and Safety
- 12° Payment of Salary
- 13° Travel Expenses
- 14° Movement of Personnel (subject to security of employment, priorities of employment and tenure acquisition)
- 15° Distribution of Paid Leaves
- 16° Professional Training (except quantum)
- 17° Civil Responsibility
- 18° Grievance and Arbitration (only as to matters negotiated locally)
- 19° Contracting Out
- 20° Vacation (except quantum)
- 21° Credit Union
- 22° Clothing and Uniforms
- 23° Overtime (except quantum)

APPENDIX F

Subject: Work Accident and Occupational Disease

A) As long as the employee who has worked more than six (6) months in the framework of articles 10-2.00 and 10-3.00 shall be entitled to an income replacement indemnity as per the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001) but at the latest until the date of his consolidation, he shall be entitled to receive from the board in his locality, for each pay in accordance with clauses 10-2.06 or 10-3.04, as the case may be, an amount equal to the income replacement indemnity which la Commission de Santé et de Sécurité du Travail must pay him, as the case may be, in accordance with the Act.

The board shall take all deductions, contributions and dues as required by law or the agreement from this amount.

B) If the board advances whatever amount through the application of the preceding paragraph, the employee must sign the required forms authorizing la Commission de Santé et de Sécurité du Travail to reimburse the board for any amount thus paid. In no case can the board be required to pay an amount higher than the salary which the employee would have received had he remained at work, nor an amount higher than the income replacement indemnity paid by la Commission de Santé et Sécurité du Travail to the employee.

C) For purposes of applying paragraphs A) and B) above, paragraphs A), B), F) and G) of clause 5-9.03 shall apply.

D) The employee concerned may not benefit from more rights by applying this appendix than he would have had he remained at work.

E) If the board advances an employee an amount which cannot be reimbursed by la Commission de Santé et Sécurité du Travail, the board may then recuperate any amount paid from the employee in accordance with clause 6-9.04.

APPENDIX G

Subject: Letter concerning the Government's Intention regarding the Government and Public Employees Retirement Plan (RREGOP)

1.00 LETTER CONCERNING GOVERNMENT'S INTENTION REGARDING RREGOP

1.01 The government shall undertake to adopt the necessary decrees and to propose to the National Assembly the adoption of the necessary legislative provisions in order to make the modifications provided for in Sections 2.00, 3.00 and 4.00 of this appendix to the Act respecting the Government and Public Employees Retirement Plan.

2.00 AMENDMENTS

2.01 A) The Act respecting the Government and Public Employees Retirement Plan should be amended so that any person excluded from this pension plan because of his status, becomes eligible to contribute to a pension plan as of January 1, 1988, with the exception of the persons who, the parties agree, are excluded by regulation and the following:

- 1) students;
- 2) trainees;
- 3) persons on contract;
- 4) persons paid on a sessional basis or paid a fee for service;
- 5) salaried students;
- 6) interns or residents.

B) The Act respecting the Teachers Pension Plan (RRE) and the Act respecting the Civil Service Superannuation Plan (RRF) should also be amended in order to allow a participant to such plans to continue to participate thereto in the event of a change in his employee status without interrupting service for more than one hundred and eighty (180) days.

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(cont'd)

- C) The provisions of Sections 115.1 to 115.3 of the Act respecting the Government and Public Employees Retirement Plan shall apply to the persons referred to in paragraphs A) and B).

2.02 The Act respecting the Government and Public Employees Retirement Plan and the Act respecting the Civil Service Superannuation Plan should be amended in order to allow any person to retire if he contributes to one of the aforementioned plans, has reached the age of sixty-two (62) years and has at least ten (10) years of service for purposes of qualifying for a pension.

The annuity payable shall be the full amount credited by the plan at that time without applying any factor or actuarial reduction.

The actuarial reduction provided for in section 38 of the Act respecting the Government and Public Employees Retirement Plan and in Sections 2 and 56 of the Act respecting the Civil Service Superannuation Plan should be adjusted to take into account this new criteria in order to qualify for a pension.

However, the normal retirement age remains at sixty-five (65) years of age.

2.03 The Act respecting the Government and Public Employees Retirement Plan should be amended in order to set up a temporary early retirement program applicable to any person who is at least sixty-two (62) years of age and who has at least two (2) years of service credited for purposes of qualifying for a pension. This program would include the following elements:

- a) a life annuity equal to an amount corresponding to the number of years and/or parts of a year of service, recognized for the purposes of computing pension, between the person's age on retirement and sixty-five (65) years of age. These years and/or parts of a year of service shall be coordinated by the Québec Pension Board (RRQ);

moreover,

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(cont'd)

- b) a life annuity equal to an amount corresponding to the actuarial reduction applicable to the annuity payable by the Québec Pension Plan as long as this annuity is paid at the time when a request for such life annuity is made to the Commission administrative des régimes de retraite et d'assurance (CARRA). Moreover, the payment of the annuity by the RRQ must begin no later than July 1989;
- c) a life annuity equal to an amount corresponding to the actuarial reduction applicable to the pension acquired under the Government and Public Employees Retirement Plan (RREGOP) if the person has less than ten (10) years of service credited for purposes of qualifying for a pension including those referred to in paragraph a);
- d) the life annuities provided for in paragraphs a) and c) shall be indexed annually by the amount in excess of the consumer price index over three per cent (3%). Fifty per cent (50%) of the life annuities shall be transferable to the surviving spouse;
- e) the life annuity provided for in paragraph b) shall be indexed annually according to the consumer price index. Fifty per cent (50%) of the life annuity shall be transferable to the surviving spouse.

The terms and conditions concerning the payment of the life annuity shall be determined by the Pension Committee of the CARRA;

- f) the pension credits repurchased by a person under the provisions of the Act respecting the Government and Public Employees Retirement Plan shall be paid without actuarial reduction;
- g) in no case may the total life annuity of the RREGOP including that provided for in paragraph a) exceed seventy per cent (70%) of the average salary of the five (5) highest remunerated years of the person benefiting from the early retirement program;
- h) the Act respecting the Government and Public Employees Retirement Plan should also be amended so as to make Sections 203 to 209 of the Act applicable to every person benefitting from the early retirement program as regards the old age security pension;

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(cont'd)

- 2.03 1) only the participants in the RREGOP on December 31, 1986 and on the date on which they applied for a pension (as long as the latter becomes payable before June 30, 1989) may benefit from the early retirement program provided for in this appendix. The persons who are absent because of disability, work accidents, pre-retirement or leaves without salary shall be eligible under the same conditions.

However, the persons who are absent because of disability, work accidents or pre-retirement between April 1, 1987 and the coming into force of the early retirement program and who retire during this period shall also be eligible under the same conditions, as of the coming into force of the early retirement program;

- j) the administration of the early retirement program shall be entrusted to the Commission administrative des régimes de retraite et d'assurance (CARRA) under the supervision of the Pension Committee.

It shall also be the responsibility of the CARRA to inform the persons who are eligible for the program. To this end, it must inform the participants in the plan of the existence of the early retirement program as soon as it is implemented.

Moreover, the CARRA must provide upon request any information indicating the pension amounts that the person will receive under the program;

- k) the person benefiting from the program may, upon request, continue to participate in the basic health insurance plan provided for in the collective agreement until he reaches sixty-five (65) years of age.

The employer's contribution provided for in the collective agreement shall be computed in the financing of the early retirement program and the person shall pay his share of the required premium;

- l) the provisions of Section 201 of the Act respecting the Government and Public Employees Retirement Plan shall apply in their entirety to every person who is eligible for this early retirement program;

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(cont'd)

2.03 m) a participant in RREGOP can only benefit once from the provisions provided for in the early retirement program.

2.04 Duration of the Program

Subject to clause 1.01, the early retirement program shall be implemented no later than April 1, 1987 and shall end on June 30, 1989.

2.05 The Act respecting the Government and Public Employees Retirement Plan should be amended in order to allow a person to retire without an actuarial reduction if he has at least thirty-five (35) years of service credited for the purposes of qualifying for a pension during the period between July 1, 1987 and December 31, 1989.

The actuarial reduction provided for in section 38 of the Act respecting the Government and Public Employees Retirement Plan should be adjusted to take into account this new eligibility criteria but solely for the period between July 1, 1987 and December 31, 1989.

The costs related to this benefit shall be computed with those related to the early retirement program as provided for in clause 2.06.

Paragraphs l) and m) of clause 2.03 shall apply in their entirety to this paragraph.

2.06 Financing of the RREGOP Program

The parties shall undertake to maintain their contribution at the present level (4,9% - 4,9%) for the period from January 1, 1987 to December 31, 1989.

The amounts thus released shall be used first to finance the cost of the new criteria for retirement at sixty-two (62) years of age and with at least ten (10) years of service provided for in clause 2.02.

Secondly, the excess of the amounts released shall be used to finance the costs of the early retirement program (excluding the cost of the pension credits in paragraph f) of clause 2.03) and the cost of the criteria to qualify for a pension with at least thirty-five (35) years of service.

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The CARRA shall maintain a separate up-to-date statement of the costs resulting from the application of clauses 2.03 and 2.05 in relation to the amounts available. The CARRA shall submit a report to the parties concerned in the manner determined by the Pension Committee.

The parties agree to terminate the application of the provisions of clause 2.03 in the event that the amounts released are used in their entirety to finance this program as of June 30, 1989.

As regards the provisions provided for in clause 2.05, they shall apply in their entirety until December 31, 1989.

However, the parties shall agree to discuss, as of April 1, 1989, whether the early retirement program provided for in clause 2.03 will continue to exist after June 30, 1989.

2.07 Implementation Committee

The parties herein agree to set up an ad hoc committee to implement the early retirement program. The committee will be comprised of representatives of the union group and of the employer group.

2.08 In order to rectify any problems, the Act respecting the Government and Public Employees Retirement Plan, the Act respecting the Teachers Pension Plan and the Act respecting the Civil Service Superannuation Plan should also be amended in the following manner:

- a) Amendments shall be made to these Acts in order to allow a person who was a teacher, within the meaning of the Teachers Pension Plan, to buy back years and parts thereof on January 1, 1968 which were reimbursed following a termination of employment by reason of marriage, maternity or adoption during the year preceding or within the two (2) years following the termination of employment.

The costs of buying back years of service for a person who was a teacher, within the meaning of the Teachers Pension Plan, shall be set at one thousand dollars (\$1,000) for each year of service repurchased. The repurchase may be made in whole or in part and the person who was a teacher, within the meaning of the Teachers Pension Plan, must be a participant in the RRE-RRF-RREGOP on the date of the repurchase.

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(cont'd)

For the purposes of actuarial valuation, these years shall be considered as service prior to July 1, 1973 but shall be indexed according to the amount in excess of the consumer price index over three per cent (3%).

There is no time limit in which to submit a request to repurchase.

- b) Amendments will be made to these Acts in order to allow a person who was a teacher, within the meaning of the Teachers Pension Plan, and who was on a maternity leave, to be credited with the time spent on a maternity leave since July 1, 1965.

For each maternity leave, the number of days credited shall be as follows:

- from July 1, 1965 to June 30, 1970: the number of days required to complete a year of service which would otherwise be incomplete. Maximum of ninety (90) days;
- from July 1, 1970 to June 30, 1976: the number of days required to complete a year of service which would otherwise be incomplete. Maximum of ninety (90) days (status quo);
- from July 1, 1976 to June 30, 1983: maximum of one hundred and twenty (120) days (status quo and elimination of time limit in which to request recognition of credit);
- since July 1, 1983: maximum of one hundred and thirty (130) days (status quo).

In order to qualify for a credit, the person who was a teacher, within the meaning of the Teachers Pension Plan, must have worked during the year preceding her maternity leave and must return to work within the two (2) years following the maternity leave.

Such person shall not be required to disburse any amount.

The person who was a teacher, within the meaning of the Teachers Pension Plan, must be a participant in the RREGOP-RRE-RRF at the time of the request for repurchase. There is no time limit in which to submit a request.

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(cont'd)

The conditions required for the recognition of the credit for each of the periods concerned shall remain unchanged except for the time limit. For the period from July 1, 1965 to June 30, 1970, the conditions provided for the period from July 1, 1970 to June 30, 1976 shall apply.

c) Financing

- 1) As a group contribution to the cost of the benefits provided for in clause 2.08, the CEQ, FTQ and CSN shall maintain the contribution rate to the RRE at its present rate (7,15% net rate) for the period from January 1, 1987 to December 31, 1989.

For the person who was a teacher, within the meaning of the Teachers Pension Plan, and who contributes to the Government and Public Employees Retirement Plan or the Civil Service Superannuation Plan, the repurchase cost as determined above is increased by an amount corresponding to (0,55) per cent of her salary on the date of the repurchase multiplied by three (3).

The pension credits acquired under the Government and Public Employees Retirement Plan by a person who was a teacher, within the meaning of the Teachers Pension Plan, for one (1) or more paid out years following a termination of employment by reason of marriage, maternity or adoption shall be cancelled and the amounts paid may be used to cover the repurchase cost according to these provisions.

The amounts thus released (difference between actual rate (7,15) per cent and the rate proposed (6,6) per cent) could be used by the Government. The same shall apply to the amounts paid by persons, who were teachers within the meaning of the Teachers Pension Plan, for the various repurchase requests.

- 2) No later than July 1, 1989, the parties shall undertake to analyze the actuarial valuations produced by the CARRA concerning commitments related to the granting of benefits provided for in clause 2.08 in relation to the amounts released between January 1, 1987 and December 31, 1989.

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(cont'd)

It shall be understood that the commitments related to the granting of benefits provided for in clause 2.08 will be considered as commitments of the Teachers Pension Plan after July 1, 1982 for the purposes of the actuarial valuations of the Teachers Pension Plan.

2.09 The parties agree to mandate the Pension Committee of the CARRA to study the possibility of setting a minimal waiting period before a person eligible for the Government and Public Employees Retirement Plan could obtain a reimbursement of his contributions following a termination of employment.

3.00 RRF EARLY RETIREMENT PROGRAM

3.01 The Act concerning the Civil Service Superannuation Plan should be modified in order to set up a temporary early retirement program applicable to any person who is at least sixty-two (62) years of age and who has at least ten (10) years of service in order to qualify for a pension or, as the case may be, any person who is less than sixty-two (62) years of age, regardless of his age, and who has at least thirty-two (32) years of service for purposes of qualifying for a pension. This program would include the following elements:

- a) a life annuity equal to an amount corresponding to the number of years and/or parts of a year recognized for the purposes of computing pension between:
 - sixty-five (65) years of age less the age of the person at the date of retirementor, as the case may be,
 - thirty-five (35) years of service less the years of service credited to this person at the date of retirement;
- b) in no case may the total number of years of service recognized for the purposes of computing pension of a person eligible for the program exceed thirty-five (35) years;
- c) the life annuity provided for in paragraph a) shall be indexed annually by the amount in excess of the consumer price index over three per cent (3%). Fifty per cent (50%) of the annuity shall be transferable to the surviving spouse;

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(cont'd)

- d) paragraphs b), h), j), k), l) and m) of clause 2.03 shall apply to this early retirement program. However, the employer's contribution referred to in paragraph k) may in no case be maintained for a period exceeding three (3) years.

3.02 Duration of the Program

Subject to article 1.00, the early retirement program provided for in section 3.00 shall be implemented no later than April 1, 1987 and shall end on June 30, 1989.

3.03 Financing of the RRF Program

The parties shall undertake to maintain their contribution at the present level (6,15% - 6,15% for RRF) for the period from January 1, 1987 to December 31, 1989.

The sums thus released will be used first to finance the cost of the new criteria for retirement at sixty-two (62) years of age and with at least ten (10) years of service provided for in clause 2.02.

Secondly, the excess of the amounts released will be used to finance the costs of the early retirement program provided for in clause 3.01.

The CARRA should maintain an up-to-date statement of the costs involved as a result of the application of clauses 2.02 and 3.01 in relation to the amounts available for its financing. The CARRA shall submit a report to the parties concerned in the manner determined by the Pension Committee.

The parties shall terminate the application of the provisions of clause 3.01 in the event that the amounts released are totally used to finance this program as of June 30, 1989.

However, the parties shall undertake to discuss whether this early retirement program will continue to exist as of April 1, 1989.

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3.04 Implementation Committee

The parties agree to set up an ad hoc committee responsible for the implementation of the RRF early retirement program as provided for in clause 3.01. A representative of the SFPQ will sit on this committee.

4.00 REPURCHASE

The date provided for in Section 87 of the Act respecting the Government and Public Employees Retirement Plan will be changed to July 1, 1989.

5.00 NON-DISCRIMINATION OF THE FRINGE BENEFITS OF THE RRE-RRF

The government, the CEQ, the FTQ and the CSN agree to mandate the Pension Committee of the CARRA to study the necessary legislative modifications in order to eliminate certain discriminatory clauses in the Teachers Pension Plan and the Civil Service Superannuation Plan.

To this effect, the Pension Committee must set up an ad hoc committee comprised of representatives of the government and of persons designated by the unions representing employees eligible for these two (2) plans.

The Pension Committee's mandate shall take effect as of the date of the coming into force of the legal provisions designed to eliminate discrimination in the fringe benefits.

The parties shall also agree that the amendments which will be made to the Acts may not increase the cost of the plans.

The Pension Committee shall submit a report to the Minister responsible for the CARRA within six (6) months of the effective date of its mandate.

6.00 APPLICATION OF THE PRINCIPLES PUT FORWARD IN THE PROPOSED REFORM OF THE SUPPLEMENTAL PENSION PLAN (RSR)

The Government, the CEQ, the FTQ and the CSN agree to mandate the Pension Committee of the CARRA to study the necessary legislative

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(cont'd)

provisions so as to make the principles put forward in the reform of the RSR applicable to RREGOP, RRE and RRF, namely:

- 1) vesting and locking in after two (2) years of participation in the plan;
- 2) minimum interest on every reimbursement;
- 3) benefit to the surviving spouse of sixty per cent (60%) of the beneficiary's pension;
- 4) the minimal employer's contribution (50% of the value of the acquired benefits).

The parties agree that the amendments which will be made to the Acts may not increase the cost of the plans for the parties concerned.

The Pension Committee's mandate shall take effect as of the date of the coming into force of the Act to update the reform of the RSR.

The Pension Committee shall submit a report to the Minister responsible for the CARRA within six (6) months following the effective date of its mandate.

7.00 RSR NOT TRANSFERRED TO RREGOP

The parties agree to mandate the CARRA to carry out a comparative study of certain supplemental pension plans currently under the supervision of the CARRA according to the provisions of the RREGOP. A copy of the report will also be forwarded to the parties within twelve (12) months of the date on which the collective agreement is signed.

8.00 MODIFICATIONS TO THE PLAN

Subject to the amendments provided for herein, during the life of this agreement, no modification to the Government and Public Employees Retirement Plan may make the provisions of the plan less favourable for employees unless there is an agreement to this effect.

APPENDIX H

Subject: Premiums excluding premiums related to regional disparities

The premiums for responsibility which are found in clauses 6-6.01 and 6-8.02 in force on December 31, 1987, will be increased, if need be, with effect on January 1, 1988, by a maximum percentage of one per cent (1%), established on the basis of the consumer price index (CPI) for Canada during the period of the twelve (12) months preceding January 1, 1988 according to the following formula: $[CPI - 4,25\%]$, or

$$CPI = \frac{CPI \text{ of December 1987} - CPI \text{ of December 1986}}{CPI \text{ of December 1986}} \times 100 \quad (*)$$

The data used for this purpose shall be those published by Statistics Canada.

The premiums for responsibility thus obtained shall be increased by 4,56% in order to obtain the rates applicable on January 1, 1988. This rate shall replace, where applicable, that provided for in clauses 6-6.01 and 6-8.02 for the corresponding period.

* When, in the quotient obtained, the decimal point is followed by 5 numbers, the fifth number is dropped if it is less than 5, or if the fifth number is equal to or greater than 5, the fourth number is brought to the next higher number and the fifth number is dropped.

LETTER OF AGREEMENT NO 1

Subject: Settlement of Disagreements

Notwithstanding article 9-3.00 of the agreement, the provisions concerning the settlement of disagreements contained in the agreements in existence prior to October 15, 1972 shall be maintained for the duration of the agreement.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of the month of April 1987.

(signed) Claude Sauvageau
Claude Sauvageau
For the Management Group

(signed) Claude Mailhot
Claude Mailhot
For the Union Group

LETTER OF AGREEMENT NO. 2

**Subject: Grievances and Arbitrations prior to the
Date of Signing of the Agreement**

Every grievance which arose prior to the date of signing of the agreement shall be heard by one of the persons appointed by virtue of article 9-2.00 of the provisions of the 1983-1985 collective agreement and in such a case article 9-2.00 of this agreement shall apply.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of the month of April 1987.

(signed) Claude Sauvageau
Claude Sauvageau
For the Management Group

(signed) Claude Mailhot
Claude Mailhot
For the Union Group.

LETTER OF AGREEMENT NO 3

Subject: Relocation of an employee
beyond fifty (50) kilometers

The parties to the present entente may set up a parity committee within sixty (60) days of the coming into force of the agreement.

The committee's mandate shall be:

- 1- to study the cases of employees who would be relocated obligatorily for a second (2nd) time following the application of article 7-3.00;
- 2- to make recommendations to the Regional Placement Bureau concerning the aforementioned cases.

The committee shall be comprised of six (6) members:

- three (3) representatives appointed by the national negotiating management party;
- three (3) representatives appointed by the national negotiating union party.

The Regional Placement Bureau must apply the unanimous recommendations that have been submitted in writing by the committee members.

IN WITNESS WHEREOF, the parties have signed in Québec on this 15th day of the month of April 1987.

(signed) Claude Sauvageau
Claude Sauvageau
For the Management Group

(signed) Claude Mailhot
Claude Mailhot
For the Union Group

LETTER OF AGREEMENT NO 4

Subject: Classification of Certain Employees

This letter of agreement shall apply solely to the employees for whom this agreement constitutes the first agreement and to the employees who receive a first certification before December 31, 1988.

In these cases, the school board shall send the employee, within sixty (60) days of the date of the signing of the agreement, a notice confirming the class of employment and the step he holds and shall also send a copy to the union.

The employee whose classification (class of employment and step) has been confirmed and who claims that the duties which he is required to perform principally and customarily by the school board correspond to a class of employment which differs from the one he was assigned, or who claims that the step assigned to him does not correspond to that to which he is entitled may submit a classification grievance within ninety (90) days of the receipt of his classification grievance.

In the case of an unsatisfactory reply or failing a reply within the thirty workdays following receipt of the classification grievance, the employee or union may, within twenty (20) workdays following the expiry of the time limit prescribed for the reply, submit the grievance directly to arbitration according to the procedure provided for in clause 6-1.15.

In no case may the decision be made retroactive to a date prior to the date of signing the agreement for the employees accredited before this date, nor beyond the date of accreditation if this date is after the date of signing the collective agreement.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of April, 1987.

(signed) Claude Sauvageau
Claude Sauvageau
For the Management Group

(signed) Claude Mailhot
Claude Mailhot
For the Union Group

LETTER OF AGREEMENT NO 5

Subject: Transfer and Integration Norms

The agreements concluded between the negotiating parties at the national level on March 22, 1985, December 19, 1985 and February 26, 1987 and signed locally by the school boards and the unions concerned, relative to transfer and integration norms of support personnel for July 1, 1985, July 1, 1986 and July 1, 1987 respectively, by virtue of clause 2-2.04 of the 1983-1985 collective agreement, shall continue to apply for the residual effects and this, notwithstanding any provision to the contrary.

Without being restrictive, the first paragraph of clause 7-3.02 of this agreement shall not apply to any new board as a result of amalgamation, integration or restructuring on July 1, 1986. Such school board shall benefit from the provisions of clause 7-3.02 of the 1983-1985 agreement.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of April, 1987.

(signed) Claude Sauvageau
Claude Sauvageau
For the Management Group

(signed) Claude Mailhot
Claude Mailhot
For the Union Group

LETTER OF AGREEMENT NO 6

Subject: Parental Rights

This letter of Agreement shall apply to the temporary employee referred to in subparagraph b) of paragraph B) of clause 2-1.01, to the employees covered by articles 10-1.00, 10-2.00 and 10-3.00 whose period of engagement in the framework of these articles is for six (6) months or more.

The employees referred to in this Letter of Agreement shall benefit from article 5-4.00 of the agreement subject to the following conditions and terms:

- A) To be eligible for parental rights, the employee must have worked at the school board for at least twenty (20) weeks during the twelve (12) months preceding the leave;
- B) The employee shall only benefit from parental rights for the period during which he would have actually worked;
- C) The employee shall not be entitled to clause 5-4.13, the provisions of article 5-4.00 concerning extensions of maternity leave, paternity leave or leave for adoption;
- D) For these employees, the special leave provided for in clause 5-4.18 B) shall be without salary, subject to salary maintenance for the four (4) days to which the employee may be entitled by virtue of clause 5-4.19.

IN WITNESS WHEREOF, the parties have signed in Québec, this 15th day of April, 1987.

(signed) Claude Sauvageau
Claude Sauvageau
For the Management Group

(signed) Claude Mailhot
Claude Mailhot
For the Union Group

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

