



S6

## Entente concluded between

CENTRE DE DOCUMENTATION

D. G. P. R.

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

and on the other hand:  
the Fédération des employées  
et employés de services  
publics inc. (CSN), on behalf  
of the Unions of Support Staff  
of School Boards and Regional  
School Boards for Catholics  
of Québec with 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 AND DEFINITIONS

1-1.00 OBJECTIVE OF THE AGREEMENT

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

1-2.00 DEFINITIONS

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

1-2.01 SENIORITY

Seniority as defined in article 8-1.00.

1-2.02 FISCAL YEAR.

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

1-2.03 PROVINCIAL 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

Placement bureau composed of all the school boards in the school region. The Ministère shall rightfully participate in the activities of the bureau.

1-2.05 CLASS OF EMPLOYMENT

Any of the classes of employment, the titles of which appear in the salary scales in Appendices I and III of this agreement, and those which could eventually be created in accordance with clause 6-1.14.

1-2.06 BOARD

The board bound by this agreement.

1-2.07 FÉDÉRATION

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

1-2.08 GRIEVANCE

Any disagreement regarding the interpretation or application of this agreement.

1-2.09 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.

1-2.10 MINISTÈRE

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

1-2.11 TRANSFER

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

1-2.12 NATIONAL NEGOTIATING PARTIES

a) Employer group: The Management Negotiating Committee for the School Boards for Catholics, Catholic Confessional School Boards and Corporations of School Trustees for Catholics (CPNCC)

b) Union group: The Fédération des Employées et Employés de Services publics (CSN)

(By the bargaining agent)

1-2.13 PROBATION PERIOD

Period of employment which a person, other than a temporary employee or an employee referred to in Chapter 10-0.00, who is newly hired must undergo in order to become a regular employee. The duration of this period shall be sixty (60) days actually worked. However, the duration of this period shall be ninety (90) days actually worked for the employees who hold a position in the subcategory of the technical support group.

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

The period of time during which a temporary employee was assigned to a position temporarily vacant shall be deducted from the probation period of the said employee insofar as such period occurred within the twelve (12) months preceding his engagement as a probationary employee and insofar as such period of time was spent in the same class of employment than that in which he was hired. In no case, however, shall the probation period of the employee concerned be less than twenty (20) days actually worked as a probationary employee.

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

1-2.14 TENURED EMPLOYEE

Status acquired by the regular employee who has completed two (2) years of active service with the board in a full-time position, whether or not he was covered by the document of certification and this, since his engagement by the board.

By way of exception to the preceding provisions, active service of the regular employee in a part-time position shall be computed, for the purposes of acquiring tenure, when he obtains a full-time position; however, when clause 7-1.09 applies, tenure cannot be acquired before the end of the probation period provided for in this clause.

Insofar as there has been no break in his employment tie, the acquisition of tenure for an employee shall be delayed proportionally to the duration of the interruption of his active service.

1-2.15 EMPLOYEE

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

1-2.16 PROBATIONARY EMPLOYEE

The employee who has been hired and who has not completed the probation period provided for in clause 1-2.13 in order to become a regular employee.

1-2.17 REGULAR EMPLOYEE

- a) The employee who has completed the probation period provided for in clause 1-2.13.
- b) The employee who, in the service of the board or boards (institutions) to which this board is the successor, had acquired the status of regular employee or the equivalent.

1-2.18 TEMPORARY EMPLOYEE

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 twenty (20) weeks, unless there is a written agreement with the union to the contrary.

Failing agreement, the employee whose period of employment exceeds the period stipulated in the preceding paragraph shall obtain the status of regular employee. The board shall then create a position\* which it determines and such employee shall automatically become a candidate for the said position posted in accordance with clause 7-1.02. His candidacy shall be considered in the step provided for in paragraph c) of clause 7-1.02. If such employee does not obtain the position concerned, he shall be laid off as soon as it is filled.

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\* The position thus created shall be on a full-time basis if the temporary employee was on a full-time basis. It shall be on a part-time basis if the temporary employee was on a part-time basis.

1-2.18 Notwithstanding the foregoing, the board may hire a temporary  
(cont'd) employee to replace an absent employee for the duration of the  
absence.

The temporary employee shall be dismissed when the employee whom  
he was replacing resumes his position or when the position  
becomes permanently vacant or is abolished.

1-2.19 CLASSIFICATION PLAN

The classification plan prepared by the national negotiating  
management group for the "categories of employment of technical  
support, administrative support and manual support staff", April  
10, 1987 edition including the appendix dealing with "positions  
exclusive to certain school boards", April 10, 1987 edition and  
any modification or new class which could be added during the  
life of this agreement.

The term "employee" used in the classification plan shall refer  
to the term "employee" as defined in clause 1-2.15.

1-2.20 POSITION

Specific assignment of an employee for the performance of duties  
assigned to him by the board, it being specified that each em-  
ployee holds a position subject to the provisions of article  
7-3.00.

1-2.21 FULL-TIME POSITION

Position whose weekly working hours are equal to or greater than  
seventy-five per cent (75%) of the duration of the regular work-  
week.

1-2.22 PART-TIME POSITION

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

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

1-2.23 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 in a class of employment remunerated according to a single salary rate, in which the rate is higher than that of the class of employment he is leaving.

1-2.24 SCHOOL REGION

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

Within one hundred and twenty (120) days of the coming into force of this agreement, the board shall forward to the union, upon request, three (3) copies of a geographical map of the province indicating the school regions.

1-2.25 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 in 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.

1-2.26 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.

1-2.27 PUBLIC AND PARAPUBLIC SECTORS

The school boards, colleges, establishments and government agencies as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors and the public service.

1-2.28 ACTIVE SERVICE

Period of time during which the employee's salary was maintained or during which he actually worked in the service of the board or

1-2.28  
(cont'd)

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

1-2.29

**UNION**

The union bound by this agreement.

1-2.30

**SALARY**

The amount paid to an employee in accordance with the provisions of articles 6-1.00, 6-2.00, 6-3.00 and 6-4.00, excluding all lump sums except for those provided for in clauses 6-2.16, 6-2.18 and 7-3.13.



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 this agreement, except those concerning the right to the procedure for settling grievances and arbitration in the event of dismissal; in this case, the board shall give the employee a notice equal to at least one pay period.

B) FOR THE TEMPORARY EMPLOYEE

1. The temporary employee shall be entitled only to the benefits of this agreement as regards the following:

Article 1-1.00	Objective of the Agreement
Article 1-2.00	Definitions (for provisions relevant to his status)
Article 2-1.00	Field of Application (for provisions relevant to his status)
Article 2-2.00	Recognition
Article 3-4.00	Posting
Article 3-5.00	Union Meetings and Use of School Board Premises for Union Activities
Article 3-6.00	Union Dues
Article 3-7.00	Union Security
Article 3-8.00	Documentation
Article 4-1.00	Labour Relations Committee
Article 5-2.00	Paid Legal Holidays (provided that he has worked ten (10) days since his hiring and prior to the paid legal holiday)
Article 5-8.00	Civil Responsibility
Clause 5-9.18	Work Accidents and Occupational Diseases
Article 6-1.00	Classification Rules
Article 6-2.00	Determination of Step
Article 6-3.00	Salary
Article 6-5.00	Travel Expenses
Article 6-6.00	Premiums
Article 6-8.00	Loan and Rental of Rooms or Halls
Article 6-9.00	Payment of Salary
Clauses 7-1.02/ 7-1.03/ 7-1.06/	Hiring (as regards his rights as a candidate for a regular position)

2-1-01 B)	Clause 7-1.11	Position Temporarily Vacant
(cont'd)	Clause 7-1.12	Surfeit of Work
	Article 8-2.00	Workweek and Working Hours
	Article 8-3.00	Overtime
	Article 8-5.00	Health and Safety
	Article 8-6.00	Clothing and Uniforms
	Article 9-1.00	Procedure for Settling Grievances
	Article 9-2.00	Arbitration
	Article 9-3.00	Accelerated Arbitration
	Article 9-4.00	Disagreement
	Article 10-1.00	Adult Education
	Article 11-2.00	Local Arrangements
	Article 11-3.00	Interpretation of Texts
	Article 11-4.00	Coming into Force of this Agreement
	Article 11-5.00	Respect for Human Rights and Freedoms
	Article 11-6.00	Appendices
	Article 11-7.00	Printing of the Agreement
	Appendices I and III	Salary Scales
	Appendix V	Classing of Certain Employees
	Appendix V A,	Settlement of Disagreements
	Appendix VI	Grievances and Arbitration before the Coming into Force of the Agreement
	Appendix IX	Paid Legal Holidays
	Appendices XI A, XI B, XI C	CECM (provisions relevant to his status)
	Appendices XII A, B	Parental Rights
	Appendix XIV	Transfer and Integration Norms
	Appendix XV	Equal Opportunity
	Appendix XVI	Letter of Agreement - Salary Structure
	Appendix XVII	Modifications to Classification Plan
	Appendix XVIII	Premiums Excluding Premiums Related to Regional Disparities
	Appendix XIX	Letter Concerning Government's Intention Regarding RREGOP
	Appendix XX	Letter of Agreement - Regional Disparities and Retention Premium

2. The temporary employee who has worked for a period of at least six (6) months since his hiring or within the framework of several immediately consecutive\* hirings

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\* Saturdays, Sundays, paid holidays, pedagogical days and shut-down during the summer provided for in clause 5-6.04 a) i) shall not constitute an interruption of work.

2-1.01 B)  
(cont'd)

shall also be entitled to the following benefits:

Chapter 5-0.00: Articles 5-1.00 (Appendices VII A and B), 5-3.00, 5-4.00 (according to the terms and conditions provided for in paragraph 4 below); 5-6.00 and 5-9.00 except clauses 5-9.12 to 5-9.15.

3. The temporary employee who is hired for a predetermined period of six (6) or more consecutive months shall also benefit during his period of employment from article 5-4.00 according to the terms and conditions provided for in paragraph 4 below.
4. Parental Rights:
  - a) To be eligible for parental rights, the employee must have worked at the board for at least twenty (20) weeks during the twelve (12) months preceding the leave.
  - b) The employee shall not be entitled to the following provisions: extension of maternity leave, paternity leave or leave for adoption.
  - c) For the employee referred to in paragraph 3 above who has not worked for six (6) months since his hiring, the special leaves provided for in clause 5-4.19 A) shall be without salary subject to the exception made for the four (4) days with salary referred to in clause 5-4.20.
  - d) The weekly salary of the employee shall be the average weekly salary of the last five (5) months. The seasonal or periodic layoff period shall not be counted in calculating the average salary.
  - e) Upon the employee's return from a maternity leave or leave for adoption, he/she shall resume his/her assignment if it still exists.

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

When a part-time position is filled by a probationary employee, a temporary employee or a regular employee, the relevant provisions shall apply; however, whenever such provisions are applied in proportion to the regular hours paid, specific terms, if any, are provided for in each article.

2-1.01  
(cont'd)

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

The provisions applicable to such employee are defined in article 10-1.00.

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

The provisions applicable to such employee are defined in article 10-2.00.

F) FOR THE CAFETERIA EMPLOYEE AND THE STUDENT SUPERVISOR WHOSE REGULAR WORKWEEK IS TEN (10) HOURS OR LESS

The provisions applicable to such employee are defined in article 10-3.00.

2-1.02

Except in the case of a support staff employee in surplus covered or not by the document of certification, a person who receives a salary from the board and to whom this agreement does not apply, shall not normally perform the work of an employee governed by this agreement.

The use of the services of volunteers or trainees must not entail the temporary layoff, the placement in surplus, the demotion, a reduction in hours or abolition of a position 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 national negotiating parties shall have the right to deal with questions relating to the interpretation and application of this agreement.

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

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

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

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 this agreement. However, to be applicable, any solution thus accepted must have the written agreement of the board and the union. These provisions must not be interpreted as constituting a revision of this agreement which could lead to a dispute as defined in this agreement and the Labour Code.

CHAPTER 3-0.00 UNION PREROGATIVES

3-1.00 UNION REPRESENTATION

3-1.01 Union Delegate

The union may appoint one (1) employee per work establishment or department as union delegate where several departments are located in the same establishment, whose duties shall consist in meeting with any employee of the same establishment or department who has a problem regarding his working conditions, which may give rise to a grievance.

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

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

3-1.02 Union Representative

The union shall file a list of union representatives, employees of the board, whose duties consist in assisting an employee, after the formulation of a grievance, in order to obtain, where applicable, the information necessary for the meeting provided for in clause 9-1.03.

A union representative, in the performance of his duties, may temporarily interrupt his work for a limited time, without loss of salary or reimbursement, after having obtained permission from his immediate superior. This permission cannot be refused without a valid reason.

He may also be absent from work, without loss of salary or reimbursement, if he is required to meet with the board's representative in order to see to the application of clause 9-1.01, after having informed his immediate superior of the name of the representative with whom he is to meet.

A maximum of three (3) union representatives may benefit at the same time from a release by virtue of this clause, including any release for the purposes of article 9-1.00. The members of the grievance committee may be accompanied by a union advisor during the meeting provided for in clause 9-1.03.

- 3-1.03 The union shall provide the board with the name and the area of activities of each union delegate and representatives within the fifteen (15) days following their appointment and shall also inform it of any change.
- 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 to this committee.
- 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 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 to this committee.
- 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 Any union representative may be absent from his work without loss of salary nor reimbursement for the purposes of the meeting between the board and the union within the framework of clause 9-1.03 of this agreement.
- 3-2.06 The employees who are members of the executive committee of the school support sector FEESP-CSN shall be released without loss of salary or reimbursement to attend the joint meetings provided for in article 2-2.00 and in clauses 6-1.10 and 6-1.14. A maximum of three (3) employees shall benefit at the same time from a release by virtue of this clause.
- 3-3.00 RELEASES AND LEAVES OF ABSENCE WITHOUT SALARY FOR UNION ACTIVITIES
- 3-3.01 At the union's written request, sent at least fifteen (15) days in advance, the board shall release an employee for full-time union activities for an uninterrupted period varying from one (1) to twelve (12) months, renewable according to the same procedure.

3-3.01 (cont'd) At the union's written request, sent at least fifteen (15) days in advance, the board shall grant an employee a full-time leave of absence without salary for union activities for an uninterrupted period varying from one (1) to twelve (12) months, renewable according to the same procedure. In such a case, article 5-10.00 shall apply with the exception of seniority.

The release or leave without salary provided for in this clause may be on a part-time basis with the consent of the board and according to the same terms and conditions.

3-3.02 The union or the employee must notify the board at least fifteen (15) days before his return to work and he shall resume the position he held upon his departure, the foregoing subject to the provisions of article 7-3.00.

3-3.03 The employee released by virtue of clause 3-3.01, shall maintain his salary (including applicable premiums, if need be) and fringe benefits as well as the rights and privileges that are conferred on him by this agreement.

3-3.04 In the case of releases granted by virtue of the first paragraph of clause 3-3.01, the union shall reimburse the board on a quarterly basis all sums paid to the employee as well as any sum paid by the board for and on behalf of the said employee within thirty (30) days after the board has forwarded a statement to this effect.

In the case of a part-time release provided for in clause 3-3.01, the board and the union shall agree on the amount to be reimbursed.

3-3.05 At the union's written request to the board sent at least two (2) workdays before the date of the beginning of the absence, the board shall release every employee thus required by the union for internal union activities for a minimum of one-half ( $\frac{1}{2}$ ) day. An employee may be released for a maximum of thirty-five (35) days per fiscal year.

3-3.06 At the union's written request sent to the board at least two (2) workdays before the beginning of the absence, the board shall release an employee thus designated for one-half ( $\frac{1}{2}$ ) day to attend the official meetings of the following union bodies:

Exécutif de la CSN, Bureau Confédéral, Conseil Confédéral, Congrès Confédéral, Bureau Fédéral, Conseil Fédéral, Congrès Fédéral, Conseil Central: (executive, labour council, general



3-3.06 meeting, convention), Comité de coordination de négociation du  
(cont'd) secteur public, Conseil du secteur public, Exécutif de la FEESP,  
Exécutif du secteur scolaire, Conseil du secteur scolaire, Comité  
d'orientation du secteur scolaire, Bureau du secteur scolaire.

An employee shall also be released under the same terms and conditions to attend the labour education meetings given under the responsibility of the aforementioned bodies.

In the case of an employee designated to take part in a working committee under the responsibility of one of the aforementioned bodies, the board may not refuse the release without a valid reason.

3-3.07 The employee released by virtue of clauses 3-3.05 and 3-3.06 shall maintain his salary (including applicable premiums, if need be) and fringe benefits as well as the rights and privileges that are conferred on him by this agreement.

The union shall reimburse the board, on a quarterly basis, all sums paid to the employee as salary only (including the applicable premiums, if need be) within thirty (30) days of the date on which the board forwarded a statement to this effect indicating the date and the duration of each absence.

3-4.00 POSTING

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

3-4.02 The union may use these bulletin boards to post a notice of 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 board.

3-4.03 The union which, during the 1981-1982 year, benefitted from the use of the internal mail service of the board to distribute union documents to its members shall continue to do so.

In other cases, the board and the union may agree on the use of such service by the union.

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

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

At the union's written request, and after obtaining explicit authorization from the board, a union meeting may be held during the employees' regular working hours without loss of salary nor reimbursement.

3-5.02 After agreement with the 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 in addition to the number of hours of his regular workweek 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 At the union's written request, the school board shall provide free of charge, insofar as it is available, a suitable room in one of its buildings for union meetings of the members of the bargaining unit. The board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the room used is left in the condition in which it is found.

3-5.04 The board, that already does so, shall continue to provide the union with a room under the same conditions for secretarial purposes. If such a room is withdrawn, the board shall undertake to provide another room under the same conditions.

In other cases, the board shall provide the union with an available room, if any, for secretarial purposes, the use of which might not be reserved exclusively for the union and which is accessible at all times, subject to the terms and conditions to be agreed upon by the board and the union.

The use of such a room may be withdrawn because of administrative or pedagogical needs, subject to a reasonable advance notice to the union by the board. In such a case, the board shall provide the union with another room if available.

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 peri-

3-6.01 od. In the case of an employee hired after the signing of this  
(cont'd) agreement, the board shall deduct the said dues as well as the  
membership fee as of the first pay period.

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

3-6.03 Each month, the board shall give the union the dues collected  
during the preceding month as well as the list of the con-  
tributing employees' names and the amount paid by each. When the  
union dues constitute a percentage of the employee's earnings,  
the board shall also provide the total amount of contributory  
earnings for the employee concerned. In the case where a board  
supplies the list of names in alphabetical order and/or returns  
the dues more frequently, it shall continue to do so.

The board may, however, remit such union dues at each pay period  
after agreement with the union.

Within sixty (60) days of the end of the fiscal year, the board  
shall provide the union with the cumulative contributory earnings  
as well as the cumulative total of dues collected.

3-6.04 The union shall undertake to assume the case of the board and  
shall indemnify the board against any claim that could be made by  
one or more employees regarding the amounts deducted from their  
salaries by virtue of the provisions of this article.

### 3-7.00 UNION SYSTEM

3-7.01 The employees who are members of the union on the date of the  
coming into force 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 coming into force  
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 tie with the board.

3-7.04 For the purpose of applying this article, the board shall give  
the employee who is hired after the coming into force of this

3-7.04 agreement an application form for membership in the union in  
(cont'd) accordance with the above union system provisions. Such employee shall fill out this form when he is hired and shall return it to the union through the board. The board must return the form to the union within ten (10) days after the employee has been hired. The union shall supply the board with this form.

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 board and the union shall agree to exchange the documentation provided for in this article.

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

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

- a) the names of the new employees, the date on which they were hired and the information stipulated in clause 3-8.02;
- b) the names of the persons leaving the employ of the board and the date of their termination;
- c) the names of the employees who changed positions, the title of the new position and the date on which this change took place;
- d) the changes of address and of telephone numbers brought to its knowledge.

3-8.04 At the same time, the board shall forward to the union a copy of every directive sent to an employee, a group of employees or to all the employees to whom this agreement applies.

3-8.05 Within fifteen (15) days of their adoption, the 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.

In the case where such a practice already exists, or in the case where such a practice exists regarding another group of unionized support employees, professionals or teachers, the board shall forward to the union a copy of all the minutes of the executive committee or of the council of commissioners approved as a public document.

3-8.06 Within fifteen (15) days of their appointment, the union shall provide the board with the names of its representatives as well as the name of the employees who have a union function within a union organization (CSN, FEESP, secteur scolaire, conseil central) and their function, the name of the committee on which they sit, if applicable, and shall advise it of any change.

3-8.07 The board shall forward to the union the names of the employees who obtain a leave of absence without salary for more than one (1) month or a maternity leave and shall indicate the expected length of this absence. The union shall be informed of any extension.

The board shall also inform the union, at the same time as it advises the employee concerned, of any cut in salary or benefit related to the application of the collective agreement.

CHAPTER 4-0.00 LABOUR RELATIONS COMMITTEE

4-1.00 LABOUR RELATIONS COMMITTEE

- 4-1.01 Within the thirty (30) days following the written request of the board or the union, the parties shall set up an advisory committee called the "Labour Relations Committee".
- 4-1.02 This committee shall have equal representation and shall be comprised of at the most three (3) union representatives and three (3) board representatives.
- 4-1.03 The committee shall determine its own rules of procedure and shall set the frequency of its meetings.
- 4-1.04 At the request of either party, the committee shall study any subject concerning the working conditions of employees as well as any other subject specifically referred to it by this agreement.
- 4-1.05 When the Labour Relations Committee meets, the union representatives may obtain from the board representatives explanations concerning a decision of the board which applies directly or indirectly to the employees covered by this agreement.
- 4-1.06 At the union's written request, the Labour Relations Committee shall be dissolved, it being specified that the dissolution of the committee shall release the board from its obligations to consult the said committee.

CHAPTER 5-0.00 SOCIAL SECURITY

5-1.00 SPECIAL LEAVES OF ABSENCE

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

- a) his marriage: a maximum of seven (7) consecutive days, work-days or not, including the day of the wedding;
- b) the marriage of his father, mother, son, daughter, brother, sister: the day of the event;
- c) the death of his spouse\*, his son or his daughter, the son or daughter of his spouse\* living with him: a maximum of seven (7) consecutive days, workdays or not, including the day of the funeral;
- 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, grandson, granddaughter: a maximum of three (3) consecutive days, workdays or not, including the day of the funeral;
- f) the death of his ex-spouse\*: the day of the funeral if there are children born from the union who are still minors and if he 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 event considered as an act of God (disaster, fire, 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 on which the board and the union agree within the one hundred and twenty (120) days of the coming into force of this agreement to grant permission for absence without loss of salary.

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\* For the purposes of this article, the definition of the word "spouse" is found in subparagraph 1) of clause 5-3.02.

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 he attends the funeral and if it 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.

If the event takes place at a distance of more than four hundred and eighty (480) kilometres from the employee's residence and he attends, he shall be entitled to two (2) additional days.

Moreover, if in the cases referred to in subparagraphs c) and d) of clause 5-1.01, there is cremation, 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 any service which takes place after the funeral;
- . paragraph d): four (4) consecutive days, workdays or not, including the day of the funeral, plus one (1) additional day to attend any service which takes place after the funeral.

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 as 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 board, when he receives it, the monetary compensation paid to him for services as a juror or a witness.

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

- a) the employee sits for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- b) the employee, by order of the 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;



5-1.05 (cont'd) c) the employee, upon the specific request of the board, undergoes a medical examination in addition to that required in accordance with the law.

5-1.06 Within forty-five (45) days of the coming into force of this agreement, the board must establish a policy applicable to all categories of personnel concerning the closing of establishments during snowstorms, after consulting the union. Such a policy shall become applicable as of the fifteenth (15th) day following the time limit mentioned above.

The board may choose to renew the policy in effect in 1984-1985 for the duration of the agreement, in which case, the preceding paragraph shall not apply.

Within the framework of the preceding provisions, the board must ensure that all groups of employees must be treated in a comparable and nondiscriminatory manner.

Such policy must provide for specific terms and conditions of compensation for the employee required to report to work whereas the group of employees to which he belongs is not required to do so.

Notwithstanding the provisions of the first paragraph of this clause, the board shall maintain its policy applicable to all its support personnel in 1984-1985, concerning the closing of establishments during snowstorms, if the union so chooses within the one hundred and twenty (120) days of the signing of this agreement.

5-1.07 The board may also allow an employee to be absent without loss of salary for any other reason not provided for in this article and which it deems valid.

5-1.08 Within one hundred and twenty (120) days of the coming into force of this agreement, the union may choose to abandon the above mentioned plans of special leaves of absence, and renew the plan described in article 5-1.00 of the 1975-1979 agreement with the exception of its clause 5-1.07. Such renewal shall also include the local arrangements that had been agreed to according to clause 5-1.07 of the said article. As long as the union has not informed the board of its choice, the provisions of article 5-1.00 of the 1975-1979 agreement shall continue to apply, with the exception of clause 5-1.07.

The preceding paragraph shall apply to the board where such plan (1975-1979) was maintained during the 1983-1985 agreement.

5-1.08 Notwithstanding the provisions of the first paragraph, clause  
(cont'd) 5-1.06 of this article shall apply independently of the choice  
made by the union by virtue of this clause.

5-2.00 PAID LEGAL HOLIDAYS

5-2.01 During each fiscal year, the employees shall benefit from thir-  
teen (13) guaranteed paid legal holidays without loss of salary.

The employee who occupies a part-time position shall benefit from  
such paid legal holidays in proportion to his regular workweek  
compared to the duration of the regular workweek. The board and  
the union shall agree on the terms and conditions for the appli-  
cation of this paragraph.

5-2.02 These holidays are those listed below. However, before July 1 of  
each year, after agreement with the union or all of the unions  
concerned (support personnel), the distribution of these paid  
legal holidays may be modified.

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

5-2.03 In the case where the former collective agreement or a regulation  
or a resolution of the board in effect during the 1975-1976 year  
provided for a paid legal holiday plan, the application of which  
for any of the fiscal years of this agreement would have allowed  
a number of paid legal holidays greater than the number of annual  
paid legal holidays provided for in the first paragraph of clause  
5-2.01, the number of paid legal holidays provided for in the  
first paragraph of clause 5-2.01 shall be increased, according to  
the year involved, by the difference between the number of paid  
legal holidays established according to the previous plan for the  
year involved and the number established according to the first  
paragraph of clause 5-2.01. Where the previous plan provided a  
different number of days for certain groups of employees, the  
number of paid legal holidays in clause 5-2.01 shall be increased  
for each of the groups of employees affected by the number of  
additional days provided for by the previous plan for said group  
of employees.

- 5-2.03 (cont'd) The board shall schedule such additional paid legal holidays after consulting the union. These holidays must be scheduled taking into account the restrictions related to the school calendar. The board and the union may, however, agree on other methods of scheduling such additional paid legal holidays.
- 5-2.04 If such a paid legal holiday falls on a Saturday or a Sunday, it shall be rescheduled, after consultation with the union, for the first workday before or after such paid legal holiday.
- 5-2.05 If, for a given employee, a paid legal holiday coincides either with his vacation period or with his weekly day off, the latter shall receive, as a replacement, a leave of absence of an equal duration taken at a time which is suitable to both the employee and the board.
- 5-2.06 In the event where a paid legal holiday falls during the period of disability of an employee, the latter shall be entitled, in addition to his disability benefit, to the difference between his full salary and such benefit and this, for such paid legal holiday.

5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS

I General Provisions

- 5-3.01 The following shall be eligible to participate in the life, health and salary insurance plans as of the prescribed date and until the date of the beginning of his retirement:
- a) any employee who holds a full-time position, as of the coming into force of the plans described hereinafter, if he is in the employ of the board on that date, if not, as of his entry into service;
  - b) any employee who holds a part-time position, as of the coming into force of the plans described hereinafter, if he is in the employ of the board on that date, if not, as of his entry into service. In this case, the 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 board's contribution in addition to his own contribution.

An employee's contribution to the insurance plans covered by this article shall be deducted from the employee's pay.

5-3.01 (cont'd) The employee who is temporarily assigned to a position not covered by this agreement shall continue to benefit during this temporary assignment from the insurance plans provided for in the present chapter.

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

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

11) dependent child: 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 (18th) birthday or a student who has become totally disabled between eighteen (18) and twenty-five (25) years of age and has remained continuously disabled since this time.

5-3.03 The word "disability" means any state of incapacity resulting from an illness, including an accident or work accident if clause 5-9.10 applies, which requires medical attention as well as a surgical procedure directly related to family planning, 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.

The employee shall be on disability during the period contemplated by the application of provisions of clause 5-3.31 B).

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

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 full-time work, unless the employee establishes to the satisfaction of the 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 A period of disability resulting from self-inflicted illness or injury, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act or service in the armed forces shall not be recognized as a period of disability for the purposes of this article.

Notwithstanding the foregoing, in the case of alcoholism or drug addiction, for purposes of this article, the period of disability during which the employee receives medical treatment or care in view of his rehabilitation, shall be considered as a period of disability.

5-3.06 1. The life insurance plan shall apply as of the date of the coming into force of this collective agreement.

2. The health insurance plan shall apply as of the date set by the parity committee. Until that date, the health insurance plan applicable before the coming into force of this agreement shall continue to apply, subject to clause 5-3.25.

3. The salary insurance plan shall apply as of the coming into force of this agreement.

5-3.07 Any other modification to the health insurance plan or to the complementary 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 insurance benefits provided for hereinafter, 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.

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\* 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.

5-3.09 PARITY COMMITTEE

The national negotiating parties agree to establish, as quickly as possible, if this has not already been done, a single parity committee consisting of six (6) persons responsible for the establishment and application of the basic health insurance plan and complementary plans provided for in this article. The parity committee shall be operative as soon as it is established.

5-3.10 The committee shall choose a chairman from outside its membership within twenty (20) days following its creation at the latest, but no later than forty (40) days after the coming into force of this agreement, failing which, the chairman shall be chosen within the following twenty (20) days by the Chief Justice of the Labour Court. The 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 in the case of a tie vote. 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 its chairman.

5-3.12 The parity committee may establish one or several complementary plans and the cost of these plans shall be borne entirely by the participants. The board shall nevertheless take part in the setting up and implementation of these plans as provided for hereinafter, in particular, by deducting the required contributions. The number of complementary plans established shall not exceed four (4). Unless exempted by virtue of clause 5-3.28, participation in a complementary plan shall presume participation in the basic health insurance plan, but a certain amount of life insurance may nevertheless be maintained for retirees.

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 above. 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 withdraw from its group only 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 complementary plans, which may be established by a parity committee, may include, together with health insurance benefits, life and salary insurance benefits.

The complementary salary insurance benefits must meet the following requirements:

- the waiting period must not be less than six (6) months nor the period corresponding to the expiry of the bank of sick-leave days, as the case may be;
- the basic benefit cannot exceed eighty-five per cent (85%) of the salary that the employee would receive if he were in the service of the board at the time when the payment of the basic benefit begins. Subsequently, at the committee's choosing, the basic benefit may be adjusted by a rate not exceeding eight per cent (8%) per year. Such benefit shall include any benefit that the employee may receive from any other source with the exception of personal sources;
- the salary insurance benefits paid by virtue of the salary insurance plan provided for hereinafter shall be deducted from the amount provided by the complementary plan.

5-3.15 The committee shall determine the provisions of the basic health insurance plan and of the complementary plans and, if applicable, draw up a schedule of conditions 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 a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the basic health insurance plan.

5-3.16 The committee must carry out a comparative analysis of all bids received, if need be, and after making 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 schedule of conditions must provide for the committee to 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.

- 5-3.16 (cont'd) The committee must also be able to obtain from the insurer, at a reasonable cost to be added to that included in the retention formula, any and all additional useful and relevant statements, 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 schedule of conditions or should substantially alter its rates or the basis of the retention calculation, the committee shall be required to select a new insurer. Any alteration which changes the selected insurer's position in relation to the bids submitted by any other insurer shall be deemed to be substantial.
- 5-3.18 Every policy must be jointly issued to the parties constituting the committee and include, among others, the following stipulations:
- a) a guarantee that neither the factors of the retention formula nor the rate according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year nor more often than once every twelve (12) months 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 ceases to be a participant.
- 5-3.19 The parity committee shall entrust the national negotiating management group with 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 complementary plans; this work shall be carried out according to the committee's instructions.



- 5-3.19 (cont'd) The national negotiating management group shall be entitled to reimbursement for the costs incurred as provided hereinafter.
- 5-3.20 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, expenses or disbursements incurred for the implementation and application of the plans shall constitute primary liens against these funds, it being specified that the reimbursable expenses shall not include the board's regular operating expenses. The balance of a plan's funds shall be used by the parity committee to grant a waiver of premium for a period, to meet the increases in the rates of premiums or to improve existing plans.
- 5-3.21 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, however, pay their salaries.

#### II STANDARD LIFE INSURANCE PLAN

- 5-3.22 Every 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 per cent (50%) for the employees referred to in paragraph b) of clause 5-3.01.
- 5-3.23 The provisions of clause .26 of Appendix "C" of the 1971-1975 collective agreement shall continue to apply for the duration of this agreement to the employees who benefitted from such provisions on the date of the coming into force of the agreement.

#### III BASIC HEALTH INSURANCE PLAN

- 5-3.24 The basic plan shall cover, as per the terms set down by the parity committee, all drugs sold by a licensed pharmacist 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.
- 5-3.25 The board's contribution to the basic health insurance plan on behalf of each employee shall be limited to the lesser of:

- 5-3.25 (cont'd)
- a) in the case of a participant insured for himself and his dependents: fifty-four dollars (\$54) per year;
  - b) in the case of an individually insured participant: twenty-one dollars and sixty cents (\$21.60) per year;
  - 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 July 1, 1987. For the 1986-1987 year, clause 5-3.25 of the 1983-1985 agreement shall apply by increasing the contribution of the board by four dollars and fifty cents (\$4.50) for the participant insured for himself and his dependents and by one dollar and eighty cents (\$1.80) for the individually insured participant. This increase applicable in 1986-1987 shall be paid directly to the insurer by the board before June 30, 1987. The board shall forward to the union a statement of the amount forwarded to the insurer.

- 5-3.26
- 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 of the premiums of the basic health insurance plan not required may be used until the expiry of this agreement as an employer's contribution to the complementary 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 complementary plans in existence on the date of the extension may be modified accordingly and that, when necessary, new complementary 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.

- 5-3.27
- The health benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.

- 5-3.28
- The participation in the basic health insurance plan shall be compulsory, but an employee may, by giving prior written notice to his board, refuse or cease to participate in the health insurance plan provided that he establish that he and his dependents are insured 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 shall be up to the employee to establish it with his board.

5-3.28  
(cont'd)

Notwithstanding the foregoing, the employee whose regular work-week is less than 25% of that of the full-time employee may refuse or cease to participate in the basic health insurance plan.

5-3.29

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

- a) he must establish to the satisfaction of the insurer that:
  - i) he was previously covered as a dependent under clause 5-3.02 or otherwise by virtue of the current group insurance plan or of any other plan offering similar coverage;
  - ii) that it is no longer possible for him to continue to be covered;
  - iii) 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 any person not insured under this group insurance plan prior to applying for health insurance thereunder, the insurer shall not be responsible for any payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

5-3.30

The committee shall have the right to agree to maintain from year to year for the retirees, with appropriate amendments, the basic plan coverage without any contribution on the part of the board provided that:

- the employees' contribution for the basic plan and the board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retirees;
- all disbursements, contributions and rebates pertaining to retired employees be recorded separately and any additional contribution which may be payable by the employees by virtue of the aforesaid extension to retirees be clearly identified as such.

IV SALARY INSURANCE PLAN

5-3.31

- A) Subject to the provisions herein, an employee shall be entitled, for every period of disability during which he is absent from work, to:
- i) up to the lesser of the number of sick-leave days accumulated to his credit or of five (5) workdays\*: to the payment of a benefit equal to the salary he would have received had he been at work;
  - ii) upon termination of the payment of the benefit provided for in paragraph i), 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 per cent (85%) of his salary;
  - iii) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: to the payment of a benefit equal to sixty-six and two-thirds per cent (66 2/3%) of his salary.

For the purposes of computing the benefits, the employee's salary shall be the salary rate he would receive if he were at work including the premiums for regional disparities (isolation, remoteness, retention) in accordance with Chapter 6-0.00.

- B) During the disability period, the board and a regular employee who has a full-time position, absent for at least twelve (12) weeks, may agree to a return to work on a gradual basis. The period of disability already begun shall then continue without extending the maximum period of one hundred and four (104) weeks of benefits. In this case:
1. the employee's request shall include a medical certificate from his physician attesting that he may return to work on a gradual basis; the board shall forward a copy of the request to the union as soon as it receives it;

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\* For the employee who has a part-time position, the expression "five (5) workdays" shall be replaced by the expression "the duration of his regular workweek".

5-3.31  
(cont'd)

2. the medical certificate must not contain any restriction as regards the performance of duties related to the position;
3. the board and the employee shall agree on the period of gradual return to work and its schedule; such period cannot exceed twelve (12) consecutive weeks;
4. the gradual return to work shall apply to the position held by the employee;
5. 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;
6. at the end of the period of gradual return to work agreed to, the employee shall resume his work on a full-time basis.

The board or employee may terminate the gradual return before the end of the period agreed to. From that moment on, the employee shall remain disabled or resumes his work on a full-time basis.

The provisions of this paragraph B) shall apply to the employee whose disability is in progress on the date of the signing of this agreement.

5-3.32

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 Service Superannuation Plan (RRF) and to avail himself of the insurance plans. However, he must pay the required contributions, except that, upon termination of the payment of the benefit provided for in subparagraph 1) of clause 5-3.31 A) or in subparagraph 1) of paragraph b) of clause 5-3.46 of this agreement, he shall benefit from a waiver of his contributions to his pension plan (RREGOP, RRE or RRF) without losing any rights. Provisions relating to such a waiver of contributions shall form an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit. Subject to the provisions of the agreement, payments of any benefits shall not be construed as conferring on the payee the status of an employee nor as increasing his rights as such, especially as regards the accumulation of sick-leave days.

- 5-3.33 The salary insurance benefits paid by virtue of clause 5-3.31 or of paragraph b) of clause 5-3.46, as the case may be, are reduced by the initial amount of any basic disability benefit paid to an employee by virtue of a provincial or federal law, except those paid under the Unemployment Insurance Act, regardless of subsequent increases in basic benefits arising from indexation.

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 board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount of benefit received from the RAAQ and the difference is brought to a gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and the collective agreement.

Every employee who receives a disability benefit paid by virtue of a provincial or federal law, with the exception of the Unemployment Insurance Act, must, in order to be entitled to his salary insurance benefits by virtue of clause 5-3.31 or paragraph b) of clause 5-3.46, as the case may be, notify the board of the amount of the weekly disability benefit that is paid to him. Furthermore, he must give his written authorization to the board so that the latter may obtain all the necessary information as to the benefits which he receives from all organizations, in particular the RAAQ or the RRQ, which administer a disability insurance plan from which he receives benefits.

- 5-3.34 The payment of this benefit shall terminate at the latest when the employee begins his retirement. If need be, the amount of benefit payable shall be divided as follows: for each workday of disability during a regular workweek, one-fifth (1/5) of the amount of benefit payable for one complete week.
- 5-3.35 No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the employee has provided the board with a medical certificate.
- 5-3.36 Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board, subject, however, to the employee providing the supporting documents as required in clause 5-3.37.
- 5-3.37 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

5-3.37  
(cont'd)

such a certificate shall be borne by the board if the employee is absent for less than four (4) days. The board may also require an examination of the employee concerned in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him to travel more than fifty (50) kilometres from his usual place of work shall be borne by the board.

Upon the employee's return to work, the authority designated by the board may require him to submit to a medical examination in order to establish whether he is sufficiently recovered to resume his work. The cost of the examination as well as the employee's transportation costs when the examination requires him to travel more than fifty (50) kilometres from his usual place of work shall be borne by the board. If the employee's physician and the board's physician disagree, they shall consult a third physician, chosen by the aforementioned physicians, whose conclusions shall be final.

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

5-3.38

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.

5-3.39

On July 1 of every year, as of July 1, 1987, the board shall credit each employee covered by the plan provided for in clause 5-3.31 with seven (7) sick-leave days 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.

The seven (7) days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year at the salary rate in effect on that date. The six (6) additional days granted for the first year of service shall be neither redeemable nor reimbursable under any circumstances.

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

5-3.39 (cont'd) The board shall have a period of fifteen (15) days as of June 30 in which to pay the balance of these seven (7) days. The board and the union may agree to add this balance to the annual vacation period of employees.

In the case of an employee who holds a part-time position, the value of each day credited shall be reduced in proportion to his regular hours worked in relation to the regular hours worked by an employee who holds a full-time position with the board.

The part-time employee who obtains a position on a full-time basis shall, as of the date on which he obtains such a position, have up to six (6) days added to his bank of non-redeemable sick-leave days.

5-3.40 If an employee becomes covered by this article in the course of a fiscal year or if he leaves his employment during the year, the number of days credited for the year in question shall be reduced in proportion to the number of complete months of service.

For the purposes of this clause, complete month of service shall mean one (1) month during which the employee is in active service for half or more of the total number of workdays in the month. For the part-time employee, the number of workdays in the month shall correspond to the number of workdays of the position he holds.

The additional credit of the six (6) non-redeemable days for the first (1st) year of service shall be granted regardless of the date of entry into service of the said employee.

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

By way of exception to 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.

5-3.41 Disabilities for which payment is being made on the date of the coming into force of this agreement shall remain covered under the applicable plan by virtue of the 1983-1985 agreement, it being specified that the employee concerned cannot benefit from a new period of disability unless he can meet the requirements of clause 5-3.04. This clause cannot limit the scope of clause 11-4.07.



- 5-3.42 a) The employee who, on the date of the coming into force of this agreement, is governed by the provisions of paragraph .36 b) of Appendix "C" of the 1971-1975 agreement, and who renounces such plans by virtue of clause 5-3.46, shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 1987 in accordance with the provisions of the agreements applicable prior to the 1971-1975 agreement or with a board regulation having the same effect, it being specified that even if no new day is credited, the percentage of the redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1987.

This value shall be determined on the basis of the salary on June 30, 1987, and shall bear interest at the rate of 5% compounded yearly as of July 1, 1987. These provisions shall not, however, change the value already set for the redeemable sick-leave days the value of which has been determined by virtue of a former agreement or a board regulation having the same effect.

- b) The employee who benefitted until June 30, 1983 from redeemable sick-leave days shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 1983 in accordance with the provisions of the agreements applicable prior to the 1971-1975 agreement or with a board regulation having the same effect, it being specified that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1983.

This value shall be determined on the basis of the June 30, 1983 salary and shall bear interest at the rate of 5% compounded yearly and this, 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 board regulation having the same effect.

- c) The employee who benefitted until June 30, 1980 from redeemable sick-leave days shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 1980 in accordance with the provisions of the agreements applicable prior to the 1971-1975 agreement, or with a board regulation having the same effect, it being specified that even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1980.

5-3.42 c)  
(cont'd)

This value shall be determined on the basis of the June 30, 1980 salary and shall bear interest at the rate of 5% compounded yearly and this, as of July 1, 1980. These provisions shall not, however, change the value already set for redeemable sick-leave days the value of which has been determined by virtue of a former agreement or a board regulation having the same effect.

- d) The employee who benefitted until June 30, 1976 from redeemable sick-leave days shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 1976 in accordance with the provisions of the agreements applicable prior to the 1971-1975 agreement or with a board regulation to the same effect, it being specified that even if no new day is credited, the percentage of the 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 June 30, 1976 salary and shall bear interest at the rate of 5% compounded yearly as of July 1, 1976. These provisions shall not, however, change the value already set for redeemable sick-leave days the value of which has been determined by virtue of a former agreement or a board regulation having the same effect.

- e) The employee who benefitted until June 30, 1973 from redeemable sick-leave days shall retain the right to the reimbursement of the value of the redeemable days accumulated on July 1, 1973 in accordance with the provisions of the agreements formerly applicable or with a board regulation having the same effect, it being specified that even if no new day is credited, the percentage of the 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 July 1, 1973 salary and shall bear interest at the rate of 5% compounded yearly and this, as of that date. These provisions shall not, however, change the value already set for redeemable sick-leave days the value of which has been determined by virtue of a former agreement or a board regulation having the same effect.

5-3.43.

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 according to the provisions relating to pension plans.

5-3.43 (cont'd) The redeemable sick-leave days to an employee's credit according to clause 5-3.42 may also be used at a rate of one (1) day per day, for purposes other than those provided for in this article when the former agreements allowed such use. Moreover, the redeemable sick-leave days to an employee's credit may also be used at a rate of one (1) day per day, for purposes other than illness, that is: to cover extensions of leaves granted by virtue of clause 5-4.24 or to extend the employee's disability leave upon termination of the benefits provided for in subparagraph iii) of paragraph A) of clause 5-3.31 or for a pre-retirement leave. The employee 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 termination of the benefits provided for in subparagraph iii) of paragraph A) of clause 5-3.31. In addition, these days may also be used to cover extensions of the leave granted by virtue of clause 5-4.24.

The redeemable sick-leave days according to clause 5-3.42 as well as the non-redeemable sick-leave days, to the credit of an employee who has thirty (30) years or more of seniority may also be used at a rate of one (1) day per day, up to a maximum of ten (10) days per year, to be added to the vacation period of the employee concerned. The provisions of this paragraph shall also apply to the employee who is fifty-five (55) years of age even if he does not have the required thirty (30) years of seniority.

The redeemable sick-leave days to the employee's credit on June 30, 1973, June 30, 1976, June 30, 1980, June 30, 1983, June 30, 1987, as the case may be, shall be considered used at that date when used by virtue of this clause as well as by virtue of the other provisions of this article.

5-3.44 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:

- 1) the redeemable days credited either by virtue of clause 5-3.39 of this agreement;
- 2) after having used up the days mentioned in the preceding paragraph, the other redeemable days to the employee's credit;
- 3) after having used up the days in the preceding two paragraphs, the non-redeemable days to the employee's credit.

5-3.45 Any employee in service at the board can use, subject to the provisions of the following paragraph, up to two (2) days per year for personal matters provided that he gives the board an advance notice of at least twenty-four (24) hours.

The days thus used shall be deducted from the credit of seven (7) redeemable days obtained by application of the first paragraph of clause 5-3.39, and after using up such days, they shall be deducted from the other redeemable days credited to the employee.

The leave of absence for personal matters must be used on a half-day or full-day basis.

#### Specific Plan

5-3.46 a) The employee who, on the date of the coming into force of this agreement, is governed by the provisions of paragraph .36b) of Appendix "C" of the 1971-1975 agreement, may choose to renounce the provisions of the salary insurance plan described in clause 5-3.31 A) and continue to be governed by the provisions of the plan provided for in this clause.

To this end, the employee must, prior to June 30, 1987, give the board a notice indicating his choice between the salary insurance plan described in clause 5-3.31 A) of this agreement and the plan provided for in this clause, by returning the written notice submitted by the board.

Failure to return the said notice, he shall be considered as having renounced the provisions of the plan described in this clause in order to choose to participate in the plan described in clause 5-3.31 as of July 1, 1987.

b) Any employee who continues to be covered by the plan described in the present clause and who changes employer shall be considered a new employee and shall participate in the plan described in clause 5-3.31. However, the fact that an employee is transferred to another board as a result of an amalgamation, an annexation or a merger shall not constitute a new engagement for the purposes of this paragraph b).

The employee who has thus renounced the plan provided for in clause 5-3.31 A) shall continue to accumulate sick-leave days at the rate provided for in paragraph .36b) of Appendix "C" of the 1971-1975 agreement.

5-3.46 b) Subject to the provisions herein, this employee shall be entitled, for any period of disability during which he is absent from work, instead of the benefits provided for in clause 5-3.31 A):

- i) up to a maximum of the number of sick-leave days accumulated to his credit: to the payment of a benefit equal to the salary he would receive if he were at work;
- ii) when the accumulated sick-leave days have been used up, if applicable, but in no event before the expiry of a waiting period of five (5) workdays from the beginning of the disability period and up to a maximum of fifty-two (52) weeks: to the payment of a benefit equal to forty dollars (\$ 40) per week plus 60% of his salary in excess of this amount but not less than 66 2/3% of his salary;
- iii) 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 75% of the amount determined for the above-mentioned period.

For the purpose of calculating the benefits, the employee's salary shall be the salary rate applicable to the employee on the date of the beginning of the payment of the benefit referred to in subparagraph ii) above; for the employees who hold a part-time position, the amount shall be reduced in proportion to the regular hours worked during the preceding month compared to the regular hours of a full-time employee.

Clauses 5-3.39, 5-3.40, 5-3.42 and 5-3.45 shall not apply to an employee referred to in this paragraph.

5-3.47 The employee covered by a specific plan who does not use all his sick-leave days during a fiscal year shall accumulate, without limit, the days not used, except for the plans involving a limit, in which case the latter shall be maintained.

#### Statement of the Bank of Sick-leave Days

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

5-4.00 PARENTAL RIGHTS

SECTION I GENERAL PROVISIONS

- 5-4.01 The maternity leave compensation provided for in Section II shall be paid only 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 one spouse only, such restriction shall apply so long as the other spouse is also an employee of the public and parapublic sectors.
- 5-4.03 The board shall not reimburse the employee for the amounts that 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 there are specific provisions to the contrary, this article cannot result in granting an employee a benefit, monetary or nonmonetary, 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 5-4.08, must be consecutive.
- The employee who becomes pregnant while she is benefitting from a leave of absence without salary or a partial leave without salary provided for in this article shall also be entitled to such maternity leave and to the benefits provided for in clauses 5-4.10 and 5-4.11, as the case may be.
- 5-4.06 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.
- 5-4.07 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.
- 5-4.08 When she has sufficiently recovered from her delivery and her child must remain in the health establishment, the employee may interrupt her maternity leave by returning to work.

5-4.08      The employee whose child is hospitalized within the fifteen (15)  
(cont'd)      days of his birth shall also have this right.

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

5-4.09      To obtain the maternity leave, the employee must give written notice to the board at least two (2) weeks before the date of departure. Such notice must be accompanied by a medical certificate confirming the pregnancy and the anticipated date of birth.

The time limit for 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 board a medical certificate confirming that she had to leave her job immediately.

#### Cases Eligible for Unemployment Insurance

5-4.10      The employee who has accumulated twenty (20) weeks of service (1) 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 5-4.13, to receive:

a) for each week of the waiting period stipulated by the unemployment insurance plan, a compensation equal to ninety-three per cent (93%)(2) of her basic weekly salary(3);

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

(2) Ninety-three per cent (93%): This percentage was set to take into account the fact that the employee in this situation is exonerated from contributing to the pension and unemployment insurance plans. Such contribution on an average is equal to seven per cent (7%) of her salary.

(3) "Basic weekly salary" means the regular salary of the employee including the regular salary supplement for a regularly increased workweek, as well as the premiums for additional responsibilities, to the exclusion of others without any additional remuneration even for overtime.

5-4.10  
(cont'd)

- b) for each week she is receiving or could receive unemployment insurance benefits, an additional compensation equal to the difference between ninety-three per cent (93%) 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.

However, in the case of the employee who works for more than one employer from among those provided for in paragraph c) of clause 5-4.12, 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 per cent (93%) of the basic salary paid by the school board and the percentage of the unemployment insurance benefit corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the employee shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid to her by 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 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 per cent (93%) of her basic weekly salary until the end of the twentieth (20th) week of the maternity leave.

5-4.10 A) When the employee resumes the maternity leave interrupted by virtue of clause 5-4.08, the board shall pay the employee the compensation to which she would have been entitled had she not availed herself of such interruption.



5-4.10 B) The board may not offset, by the compensation that it pays to the employee on maternity leave, the reduction in the unemployment insurance benefits attributable to the salary earned from another employer.

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

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

Cases not Eligible for Unemployment Insurance

5-4.11 The employee who is excluded from unemployment insurance benefits or who is declared ineligible shall also be excluded from any other compensation. However:

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

- 1) 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.

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

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

5-4.11 (cont'd) If the part-time employee is exonerated from contributing to the pension and unemployment insurance plans, the percentage of the compensation shall be set at ninety-three per cent (93%).

5-4.12 In the cases provided for in clauses 5-4.10 and 5-4.11:

- a) No compensation may be paid during the vacation period for which the employee is paid.
- b) The compensation due for the first two (2) weeks shall be paid by the board in the two (2) weeks following the beginning of the leave. Unless the applicable salary payment system is on a weekly basis, the compensation due after this date shall be paid at two (2)-week intervals. In the case of the employee who is eligible for unemployment insurance benefits, the first installment need only be paid fifteen (15) days after the board receives proof that she is receiving unemployment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by EIC to the board by means of a computerized statement shall be considered proof.
- c) Service with all the employers in the public and parapublic sectors (Civil Service, Education, Health and Social Services) shall be included in the calculation including service with 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;
- and any other agency whose name is found in Schedule C of Bill 37.

Moreover, the requirement of twenty (20) weeks of service contained in clauses 5-4.10 and 5-4.11 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.

5-4.12  
(cont'd)

- d) The basic weekly salary of the part-time employee 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 rates and scales, the basic weekly salary shall be calculated on the basis of the salary rate in force on that date. If, on the other hand, the maternity leave includes this date, the basic weekly salary changes as of this date according to the adjustment formula of the applicable salary scale.

The provisions of this paragraph shall constitute one of the special provisions referred to in clause 5-4.04.

The periodic or seasonal layoff shall not be counted in the calculation of the average salary.

5-4.13

The maternity leave allowance(1) paid by the Government of Québec shall be deducted from the benefits to be paid under clause 5-4.10.

In the case where the provisions of the third subparagraph of paragraph b) of clause 5-4.10 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.

5-4.14

During such maternity leave and the extensions provided in clause 5-4.15, the employee, insofar as she is normally entitled to it, shall benefit from the following:

- life insurance plan;
- health insurance plan, provided she pay her share;
- accumulation of vacation;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;

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(1) It is the allowance currently set at \$240.00.

- 5-4.14 (cont'd) - accumulation of active service for employment security purposes;  
- right to apply for a position that is posted and to obtain it in accordance with the provisions of the collective agreement as if she were at work.

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

- 5-4.15 If the birth occurs after the due date, the employee shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has at least two (2) weeks of maternity leave remaining after the birth.

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.

- 5-4.16 The maternity leave may be for a duration of less than twenty (20) weeks. If the employee returns to work within the two (2) weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

- 5-4.17 During the fourth (4th) week preceding the expiry of the maternity leave, the board must send the employee a notice indicating the anticipated date of the termination of the said leave.

The employee to whom the board has sent such notice must report to work upon the termination of the maternity leave, unless such leave be extended as provided for in clause 5-4.30.

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

- 5-4.18 When she returns from her maternity leave, the employee shall return to her position or, as the case may be, a position obtained at her request during the leave, in accordance with the provisions of the collective agreement.

5-4.18 (cont'd) Moreover, upon her return, the employee who does not have a position shall resume the assignment she had at the time of her departure if the duration foreseen for such assignment continues after the end of the maternity leave. If the assignment has ended, the employee shall be entitled to the provisions of the collective agreement.

SECTION III SPECIAL LEAVES REGARDING PREGNANCY AND BREAST-FEEDING

Provisional Assignment and Special Leave

5-4.19 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 applicable agreements, 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 tube terminal.

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

If she consents, an employee other than the one who requests the temporary assignment may, after having obtained the board's consent, exchange her position with the pregnant employee for the duration of the temporary assignment. This provision shall apply as long as one or the other meets the normal requirements of the position.

The employee thus assigned to another position and the employee who consents to fill such employee's position shall maintain the rights and privileges related to their regular respective position.

For the employee who works regularly at a cathode-ray tube terminal, the temporary assignment mentioned in the first paragraph of clause 5-4.19 shall have priority over the application of clauses 7-1.11 and 7-1.12 with the exception of the use of the services of the employee in surplus.

5-4.19 (cont'd) 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 is 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 payments. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated compensation, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made at a rate of ten per cent (10%) of the salary payable per pay period until the amount owed is paid.

The employee who works regularly at a cathode-ray tube terminal may request that her working 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 at the terminal to a maximum of two (2) hours per half-day of work. If changes are possible, the board shall then assign her to other duties which she is reasonably capable of performing for the remainder of her working time.

#### Other Special Leaves

5-4.19 A) The employee shall also be entitled to a special leave in the following cases:

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

5-4.19 A) c) for visits related to the pregnancy which are with a health care professional and which are supported by a medical certificate.

5-4.20 As regards the visits referred to in paragraph c) of clause 5-4.19 A), the employee shall benefit from a special leave with salary for up to a maximum of four (4) days(1).

During the special leaves granted under this section, the employee shall avail herself of the benefits provided for in clause 5-4.14, insofar as she is normally entitled to them, and in clause 5-4.18 of Section II. The employee referred to in clause 5-4.19 A) may also avail herself of the benefits of the sickleave plan or the salary insurance plan. However, in the case of paragraph c) of clause 5-4.19 A), the employee must first have used up the four (4) days mentioned in the preceding paragraph.

#### SECTION IV OTHER PARENTAL LEAVES

##### PATERNITY LEAVE

5-4.21 The employee whose spouse gives birth shall be entitled to a leave with salary for a maximum period of five (5) workdays. This leave may be discontinuous and must be taken between the beginning of the birth and the fifteenth (15th) day following the mother's or the child's return home.

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

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

5-4.22 The employee who legally adopts a child, other than his/her spouse's child, shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his/her spouse does not also benefit from such leave. This leave must be taken following the child's placement order in accordance with the adoption system or at another date agreed to with the board.

5-4.23 The employee who legally adopts a child and who does not benefit from the leave for adoption of ten (10) weeks shall be entitled to a paid leave for a maximum period of two (2) workdays except if it involves the spouse's child.

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

5-4.24 For every week the employee is on leave as provided for in clause 5-4.22, he/she shall receive a compensation equal to his/her basic weekly salary, paid at two (2)-week intervals, or at weekly intervals if the salary payment system is on a weekly basis.

However, the basic weekly salary of the part-time employee shall be established according to the provisions of paragraph d) of clause 5-4.12.

5-4.25 The employee shall benefit, with regard to the adoption of a child, from a leave of absence without salary of a maximum duration of ten (10) weeks as of the date on which the employee assumes charge of the child, except if it involves the spouse's child. If an adoption results, the employee may convert the leave without salary into a leave with salary.

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

5-4.26 The leave for adoption provided for in clause 5-4.22 may take effect on the date of the beginning of the leave of absence without salary with a view to adopt, if the duration of the latter is ten (10) weeks and if the employee so decides after the placement order.

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

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

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

5-4.27 A leave of absence without salary shall be granted for a maximum duration of two (2) years to an employee to extend her maternity leave, to an employee to extend his paternity leave and to either a male or female employee to extend his/her ten (10)-week leave for adoption.



5-4.27 (cont'd) The full-time employee who does not use this leave of absence without salary shall be entitled to a part-time leave of absence without salary for a maximum of two (2) years. For the duration of the leave, the employee shall be entitled, following a written request submitted to the board at least thirty (30) days in advance, to change his/her leave without salary into a part-time leave without salary or the inverse, as the case may be. The part-time leave employee shall also be entitled to the part-time leave without salary. However, the other provisions of the collective agreement concerning the determination of the number of working hours shall remain applicable.

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

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

5-4.28 During the leave of absence without salary, the employee shall accumulate his/her seniority, shall retain his/her experience and may continue to participate in the insurance plans that are applicable to him/her if he/she so requests at the beginning of the said leave and pays the entire amount of the premiums.

During the part-time leave of absence without salary, the employee shall also accumulate his/her seniority and, whenever he/she works, shall be governed by the rules applicable to a part-time employee.

5-4.29 The employee may take his/her deferred annual vacation immediately prior to his/her leave of absence without salary or part-time leave of absence without salary provided that there be no discontinuity with his paternity leave, her maternity leave or his/her leave for adoption, as the case may be.

5-4.29 A) At the end of the leave of absence without salary or part-time leave of absence without salary, the employee may resume his position or, where applicable, a position which he would have obtained at his request in accordance with the provisions of the collective agreement.

- 5-4.29 A) Moreover, upon his return from the leave of absence without salary or part-time leave of absence without salary, the employee who did not have a position, shall resume the assignment he had at the time of his departure if the duration foreseen for such assignment continues after the end of the leave. If the assignment has terminated, the employee shall be entitled to the provisions of the collective agreement.

#### MISCELLANEOUS PROVISIONS

- 5-4.30 The leaves of absence provided for in clause 5-4.22, in the first paragraph of clause 5-4.25 and in the first paragraph of clause 5-4.27 shall be granted following a written request submitted at least two (2) weeks in advance.

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

In the case of the leave of absence without salary or part-time leave of absence without salary, the request must specify the date of return to work. It must also specify the arrangement of the leave as it relates to the position held by the employee. In case of disagreement by the board as to the number of days of leave per week, the employee shall be entitled to a maximum of two and a half (2½) days 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.

- 5-4.31 The board must send to the employee, during the fourth (4th) week preceding the expiry date of the ten (10)-week adoption leave, a notice indicating the expiry date of said leave.

The employee to whom the board sent such a notice must report to work upon the termination of his leave for adoption, unless the said leave has been extended in the manner provided for in clause 5-4.30.

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

- 5-4.32 The employee to whom the board has sent a four (4)-week notice indicating the termination date of the leave of absence without salary must inform the board, at least two (2) weeks prior to the termination of the said leave, of his return to work. Failing this, he shall be considered as having resigned.

5-4.32 (cont'd) The employee who wishes to terminate his leave of absence without salary before the anticipated date must submit a written notice to this effect at least thirty (30) days prior to his return.

5-4.33 The employee who takes the leave for adoption provided for in clause 5-4.22 of this section shall be entitled to the benefits provided for in clause 5-4.14, insofar as he is normally entitled to them, as well as those in clause 5-4.18 of Section II.

5-4.34 Subject to the modifications made by this article including the modifications made by the sectorial entente, superior benefits provided for in the last collective agreement shall be renewed for the duration of this agreement.

However, the preceding paragraph shall not apply in the case of clause 5-4.10 and clause 5-4.10 B).

5-4.35 The employee who benefits from a premium for regional disparities by virtue of this agreement shall receive such premium during her maternity leave provided for in Section II.

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

The employee who benefits from the leave for adoption provided for in clause 5-4.22 shall be entitled to one hundred per cent (100%) of the premium for regional disparities during his leave for adoption.

#### 5-5.00 PARTICIPATION IN PUBLIC AFFAIRS

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

5-5.02 The regular employee who is a candidate in a municipal, school, provincial or federal election shall obtain upon request a leave of absence without salary which extends from the declaration of the elections to the tenth (10th) day which follows the election day or for any other shorter period situated between these two events.

5-5.03 The regular employee who does not report to work within the time allotted shall be 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 or a local community service centre may benefit from a leave of absence without salary in order to carry out the duties of his position.

5-5.05 The regular employee elected in a provincial or federal election shall remain on leave of absence 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 board of his decision to return to work; failing this, he shall be considered as having resigned.

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

For the purposes of applying the preceding provisions, the board may fill on a permanent basis a position left vacant by the employee on a leave as of the beginning of the second year of the leave mentioned above.

5-6.00 VACATION

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

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

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

5-6.03 For the sole purposes of the table in clause 5-6.09, one or more periods of disability up to a maximum of two hundred and forty-two (242) workdays per fiscal year, a work accident, a leave of absence without salary the total duration of which does not exceed one month (1) as well as the days included during the temporary layoff period according to the provisions of article 7-2.00, shall constitute active service. In the case of such a

5-6.03 temporary layoff, only the days during which the employee would (cont'd) have been in active service, were it not for his temporary lay-off, shall be computed for purposes of calculating active service.

Notwithstanding the provisions of the preceding paragraph, no more than two hundred and forty-two (242) days of active service per disability period may be counted even if such period extends beyond one fiscal year.

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

5-6.04 The vacation period shall be determined in the following manner:

a) 1) Before May 1 of each year, the board must consult the union or group of unions concerned before establishing a period of total or partial shutdown of its activities for a period not exceeding ten (10) workdays, unless there is an agreement with the union. Every employee affected by the total or partial shutdown must take all the vacation to which he is entitled during the shutdown period.

ii) The preceding paragraph 1) shall not apply to the employee who holds a position of a periodic or seasonal nature; however, the board may require that such an employee take ten (10) days of vacation to which he is entitled, scheduled immediately prior to the temporary layoff and this, even if this occurs before the beginning of the fiscal year where such vacation is due.

iii) The employee who is entitled to a number of days of vacation greater than the number of days used by virtue of one or the other of the preceding paragraphs shall take the additional days according to the following terms.

b) Before May 15 of each year, the employees shall choose the dates on which they wish to take their vacation. The employees' choices shall be submitted to the school board for approval and the latter shall take into account the needs of the office, department or school concerned.

5-6.04 b) When in an office, department or school, the number of  
(cont'd) choices expressed for the same period is greater than the  
number of choices authorized, the choice of the employees  
with the least seniority shall be refused.

Any employee whose choice of vacation is not approved by  
virtue of this clause shall choose new dates.

c) Once the vacation period has been approved by the board, a  
change is possible when requested by an employee if the  
administrative unit's needs permit and if the change does not  
affect the vacation periods of other employees.

d) The board and the union may agree on terms and conditions  
other than those provided for in this clause.

5-6.05 The employee must take his vacation in periods of at least five  
(5) consecutive days. Any remaining period of less than five (5)  
days must be taken consecutively.

5-6.06 The employee on vacation shall continue to receive the salary  
that is regularly paid to him according to the provisions of ar-  
ticle 6-9.00. However, the salary shall be paid to him, before  
his departure, for the duration of his vacation period, if it  
exceeds one (1) week.

5-6.07 In the case of permanent termination of employment, 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.

5-6.08 Subject to the provisions provided for in clause 5-6.09 concern-  
ing the reduction in vacation, the employee shall benefit from:

1- 20 workdays of vacation if he has less than 17 years of  
seniority on June 30 of the year of acquisition;

2- 21 workdays of vacation if he has 17 years or more of senior-  
ity on June 30 of the year of acquisition;

3- 22 workdays of vacation if he has 19 years or more of senior-  
ity on June 30 of the year of acquisition;

4- 23 workdays of vacation if he has 21 years or more of senior-  
ity on June 30 of the year of acquisition;

- 5-6.08 (cont'd) 5- 24 workdays of vacation if he has 23 years or more of seniority on June 30 of the year of acquisition;
- 6- 25 workdays of vacation if he has 25 years or more of seniority on June 30 of the year of acquisition.
- 5-6.09 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 subject to a reduction in the number of his vacation days, and shall be entitled to the number of vacation days as determined by the following table:

TABLE OF ACCUMULATION OF DAYS OF VACATION

			NORMAL DURATION OF VACATION TAKING INTO ACCOUNT 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	OR MORE		20,0	21,0	22,0	23,0	24,0	25,0



5-6.10 The employee in the service of the board on the date of the coming into force of this agreement and who, as a result of the application of clause 5-6.11 of the 1975-1979 agreement, for one or the other of the fiscal years of this agreement, would have benefitted from a number of vacation days greater than the maximum number to which he would be entitled as a result of the application of subparagraphs 1 to 6 of clause 5-6.08 for the year in question, shall be entitled, for the duration of this agreement, to this additional number of vacation days. Such excess shall be reduced by any additional day of vacation that may be granted to him by the application of subparagraphs 2 to 6 inclusively of clause 5-6.08.

5-6.11 When an employee leaves the board at the time of his retirement, he shall be entitled to the entire vacation period for the year of his retirement.

5-7.00 TRAINING AND PROFESSIONAL IMPROVEMENT

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

5-7.02 Professional improvement activities shall include any activity which enables an employee to acquire techniques and skills so that he may better perform the duties of an employee or those which he could be called upon to perform at the board.

5-7.03 Training activities shall include any activity which enables an employee to obtain a diploma.

5-7.04 When a board requests an employee to take professional improvement courses or when, following an employee's request, the board authorizes him to take professional improvement courses, it must reimburse him for the costs, according to the rates established by the board, upon presentation of an attestation to the effect that he has attended the courses diligently. In the case where an employee receives an allowance or any other amount of money from another source for this purpose, he must give the board any amount thus received.

5-7.05 The courses offered by the 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) registration by the general public has priority;

- 5-7.05 c) such a benefit does not oblige the board to organize courses;  
(cont'd) d) these courses be taken outside the employee's working hours.

5-7.06 After consulting the Labour Relations Committee or, at the union's request, a Training and Professional Improvement Parity Committee, the board shall establish a training and professional improvement policy applicable to all employees.

5-7.07 Notwithstanding the foregoing, the board shall allow an employee to complete the training and professional improvement activities already begun and this, under the same conditions.

5-7.08 For the purpose of applying this article, the board shall have available, for each fiscal year of this agreement, as of the 1986-1987 fiscal year, an amount equal to thirty-six dollars (\$36) per full-time support employee or the equivalent in the case of part-time employees, covered by this agreement. Such an amount shall be calculated at the beginning of each fiscal year.

For the 1986-1987 fiscal year, the amount of thirty-six dollars (\$36) shall include twenty-four dollars (\$24) allotted under the 1983-1985 agreement.

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

5-7.09 No later than June 30 of each fiscal year, the board shall forward to the union a written summary report of the amounts allocated to training and professional improvement for the year in progress, the use of such amounts and forecasts of the amounts available for the next fiscal year.

#### 5-8.00 CIVIL RESPONSIBILITY

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

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

- 5-8.02 (cont'd)
- a) as soon as reasonably possible, the employee has given the 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 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 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 board.

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

5-8.05 Only the employee whose class of employment so provides may be required to administer first aid to a student or to any other person who is ill or injured.

Notwithstanding the provisions of the preceding paragraph, the board may assign this duty to an employee who accepts it.

5-9.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

5-9.01 The following provisions apply to the employee who suffers a work accident or an employment injury, covered by the Act respecting industrial accidents and occupational diseases (S.Q., 1985, Chapter 6).

5-9.02 The board shall undertake to apply the provisions of the Act respecting industrial accidents and occupational diseases as regards an employee, his rights, benefits and advantages which are better than or in addition to those provided for in this article.

Miscellaneous Provisions

5-9.03 The employee must inform his immediate superior of the details concerning the work accident or employment injury as soon as possible. Moreover, he shall submit a medical certificate to the board.

5-9.04 The employee shall be entitled to receive care from the health professional and health establishment of his choice.

The board must immediately give first aid to an employee who suffers an employment injury and, wherever required, transportation to a health establishment, to a health professional or to the employee's residence as required by his condition.

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

The cost of medical aid shall not be borne by the employee.

5-9.05 First-aid services shall be placed at the disposal of employees, as is presently the practice.

5-9.06 For the purposes of this article, the term "consolidation" means the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable.

Salary

5-9.07 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 board shall deduct the equivalent of all amounts required by the Act and the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity and the difference shall be brought to a gross taxable salary on the basis of which the board shall deduct all amounts, contributions and benefits required by the Act and the agreement.

For purposes of this clause, the salary to which the employee is entitled shall include, as the case may be, the premiums for regional disparities provided for in article 6-7.00.

5-9.08 Subject to clause 5-9.07, the Commission de la santé et de la sécurité du travail shall reimburse the board the amount corresponding to the income replacement indemnity of the Commission de la santé et de la sécurité du travail.

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

#### Group Plans

5-9.09 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 clause 5-3.21 and by the health insurance plan provided for in clause 5-3.24.

He shall also benefit until the consolidation of the employment injury, without losing any rights, from the waiver of his contributions to the health insurance plan and 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.

5-9.10 In the case where the date of consolidation of the employment injury is prior to the 104th week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan provided for in clause 5-3.31 shall apply if the employee is, following this same injury, still disabled within the meaning of clause 5-3.03 and, in this case, (termination of income replacement indemnity), 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 5-3.31 and 5-3.44.

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 5-3.31, the salary insurance plan provided for in the said clause shall apply to make up the difference if the employee is, following this same injury, still disabled within the meaning of clause 5-3.03 and, in such a case, the date of the beginning of such a work accident shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.31 and 5-3.44.

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

Right to Return to a Suitable Position

5-9.12 A) When an employee unable to carry on his employment by reason of an employment injury becomes able to carry on a suitable employment within the meaning of the Act respecting industrial accidents and occupational diseases, he shall be entitled to hold a suitable position according to the following provisions:

- 1) when a position becomes available within the framework of article 7-1.00, the employee shall apply for the position in writing at any step provided for in clause 7-1.02;
- 2) the employee shall obtain the position if he has the most seniority among the candidates;
- 3) the employee must have the required qualifications and other requirements determined by the board for the said position;
- 4) the employee's right may be exercised only during the two (2) years immediately following the beginning of his absence or during the year following the date of consolidation of his injury if such date is later.

B) The provisions of article 7-4.00 shall apply to the employee who was unable to find a suitable position during the period provided for above.

C) As of the date of consolidation of the injury, the position previously held by such employee becomes vacant and is governed by clause 7-1.01 unless the position was abolished within the framework of article 7-3.00 since the injury.

5-9.13 The employee who obtains a position by virtue of the provisions of paragraph A) of clause 5-9.12 shall benefit from the provisions of clause 6-2.17 concerning involuntary demotion; if the employee receives an income replacement indemnity, the amounts payable under clause 6-2.17 shall be reduced accordingly.

5-9.14 The employee who obtains a position in accordance with paragraph A) of clause 5-9.12 shall benefit from a period of adaptation of fifty (50) days actually worked at the end of which he shall hold the position subject to the following: if the board determines during this period that he is unable to perform his duties suitably, it shall inform the employee in writing and he shall then be again eligible for the provisions of clause 5-9.12 as if he had never held the position. A copy of the notice shall be forwarded to the union at the same time. In the event of arbitration, the burden of proof shall rest with the board.

5-9.15 The board and the union may agree on particular rules concerning the movement of personnel as regards the application of paragraph A) of clause 5-9.12 for the reintegration of the employee into a suitable position.

#### General Provisions

5-9.16 The employee who returns to work following an absence provided for in this article and who must be absent from work for treatment or medical examinations related to his injury or to carry out an activity within the framework of his personal rehabilitation program, shall obtain a leave without loss of salary and of premiums for regional disparities provided for in article 6-7.00 for the duration of the absence, including his travelling time.

5-9.17 The board may temporarily assign the employee duties he is able to perform even if his employment injury has not consolidated if the physician in charge of the employee is of the opinion that:

- 1° the employee is reasonably fit to carry out the duties;
- 2° the work does not endanger his health, safety or physical well-being, taking into account his injury; and
- 3° the work is conducive to the employee's rehabilitation.

The employee who does not agree with the physician may avail himself of the procedure provided for in sections 37 to 37.3 of the Act respecting occupational health and safety, but in this case, he shall not be required to carry out the work as long as the physician's report has not been confirmed by a final decision.

The provisions of this clause may also apply to the employee referred to in clause 5-9.12.

- 5-9.18 a) The employee working in a day care service under the aegis of a school board referred to in article 10-2.00 or the cafeteria employee and student supervisor, whose regular workweek is ten (10) hours or less referred to in article 10-3.00 shall be reinstated in his position if he is again able to perform his duties during the same fiscal year. However, he shall maintain his right of recall beyond this period in accordance with the provisions of clause 10-2.05 or 10-3.05, as the case may be.
- b) The employee working within the framework of adult education courses referred to in article 10-1.00 shall be reinstated in his position if he is again able to perform his duties during the same session. However, he shall maintain his right of recall beyond this period in accordance with the provisions of clause 10-1.04.
- c) In the case of a temporary employee, he shall be reinstated in the temporary assignment he had before his work accident or employment injury if he is again able to carry on his employment before the end of the period foreseen for his hiring.

5-9.19 The provisions of this article, and in particular clauses 5-9.10, 5-9.12 and 5-9.18 shall apply to the employee whose absence is related to a work accident or occupational disease which is in progress on the date of the signing of this agreement. This cannot have the effect of extending a time limit provided for in this agreement.

5-10.00 LEAVE OF ABSENCE WITHOUT SALARY

5-10.01 The board shall grant a regular employee a leave of absence without salary for reasons which it deems valid for a maximum duration of twelve (12) consecutive months; this leave of absence may be renewed.

5-10.02 The request for or renewal of a leave of absence without salary must be made in writing and must specify the reasons.

5-10.03 During his absence, the employee shall maintain, but without accumulating it, the seniority he held when he left. He may participate in the group insurance plans and the supplemental pension plans, provided that he pay the entire amount of the premiums and contributions required if the regulations of the said plans allow.



- 5-10.04 Upon his return, he shall resume his position unless it was abolished during his absence or the employee concerned was transferred as a result of the application of Chapter 7-0.00.
- 5-10.05 In case of resignation, during or at the end of this leave of absence, the employee shall reimburse the board any amount paid for and in the name of the said employee.
- 5-10.06 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.
- 5-10.07 The leave of absence without salary provided for in clause 5-10.01 may be a part-time leave and this, under the same conditions. In that case, the employee concerned shall retain his regular or tenured employee status, if applicable, but for other working conditions he shall be considered as a part-time employee.
- 5-10.08 For the purpose of applying clause 5-10.01, a request for leave of absence without salary shall be considered as a valid reason when it shall have the effect of allowing the board the use of an employee in surplus.
- 5-10.09 Upon a written request submitted at least three (3) months in advance, a regular employee who obtains a leave without salary for a minimum duration of three (3) months without exceeding twelve (12) consecutive months. After seven (7) years of service, an employee may obtain such a leave only once per period of seven (7) years of service.

This leave cannot be on a part-time basis.

The board can refuse such a request to this effect if it cannot find a substitute, if need be. Moreover, the board shall not be required to grant such a leave for the same period to more than one employee at a time per office, department or school, the employee with the most seniority shall have priority.

During this leave, the employee shall continue to accumulate his seniority. He can participate in the group insurance plans and in the supplemental pension plan, provided that he pay the total amount of the premiums and contributions due if the regulations of the plans permit.

Moreover, clauses 5-10.04 and 5-10.05 shall apply to such a leave.

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.

5-11.02 The regular employee on a full-time or part-time basis and the employee in surplus 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.

5-11.03 Following the employee's written request, the board may grant a sabbatical leave with deferred salary. If the board refuses to grant such a leave, it shall forward the reasons for its refusal in writing to the employee and a copy shall be sent to the union.

The employee may submit a grievance if he feels wronged by the reasons given by the board.

5-11.04 Unless an extension is provided for in the contract, the sabbatical leave shall apply only 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%

5-11.05 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.

5-11.06 The amounts of deferred salary cannot be paid to an employee at the time of his retirement.

5-11.07 The board and the employee shall sign, where applicable, the contract provided for in Appendix XIII.

CHAPTER 6-0.00 REMUNERATION

6-1.00 CLASSIFICATION RULES

Determination of the Class of Employment on the Date of The Coming into Force of this Agreement

Within sixty (60) days of the date of the coming into force of this agreement, the board shall confirm for every employee in its employ on the date this agreement is signed, the classification he held on December 31, 1985 or on the date of hiring if it is after December 31, 1985 and, where applicable, the various classifications he held between December 31, 1985 and the date of the signing of this agreement. Such confirmation shall conform to the class of employment titles found in Appendix I or, as the case may be, in Appendix III of this agreement.

- 6-1.02 Except in the case where there was a movement of personnel involving an employee, the classification of such an employee on January 1, 1986 shall be that which he held on December 31, 1985.

Determination of the Class of Employment During the Agreement

- 6-1.03 As of his hiring, the employee shall be classified in one of the classes of employment of the classification plan.

- 6-1.04 In all cases, the board's assignment of a class of employment shall be based on the nature of the work and on the characteristic functions that the employee is principally and customarily required to perform.

- 6-1.05 At the time of his hiring, the employee shall be informed in writing of his status, classification, salary, step and job description.

- 6-1.06 Subsequently, he shall be informed of any change in his duties.

- 6-1.07 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 6-1.16 shall apply.

Changes in Duties

6-1.08 The employee who claims that the duties which he must perform principally and customarily as required by the board are modified and because of this, correspond to a class of employment which differs from his own, may file a grievance according to the usual procedure. However, in the event of arbitration, clause 6-1.16 shall apply. Such a grievance shall be comparable to a continuous grievance but cannot have any retroactive effect of more than thirty (30) workdays from the date of its filing.

The fact that such changes occurred during the 1983-1985 collective agreement shall not invalidate the grievance as long as the latter was filed within thirty (30) workdays of the date of coming into force of this agreement.

6-1.09 The arbitrator, who decides a grievance filed by virtue of clauses 6-1.07 and 6-1.08, shall have the power to grant only a monetary compensation equal to the difference between the employee's salary and the higher salary which corresponds to the class of employment the duties of which the employee proved that he performed principally and customarily as required by the board.

For the purposes of determining such monetary compensation, the arbitrator's decision must comply with the classification plan and he must establish the similarity between the employee's characteristic functions and those provided for in the plan.

6-1.10 If the arbitrator cannot establish the similarity referred to in clause 6-1.09, 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 clause 6-1.07 or 6-1.08;
- b) failing an agreement, the union concerned by the arbitral decision may request that the arbitrator determine the monetary compensation by finding in this agreement a salary which is closer to a salary indicative of the duties similar to those of the employee concerned and this, within the public and parapublic sectors.

6-1.11 Notwithstanding the foregoing, if the board decides to maintain a position for which the arbitrator was not able to establish similarity, it shall approach the national negotiating management

6-1.11 group in order to obtain the creation of a new class of employment which shall at least include the characteristic functions of this position. The procedures provided for in clauses 6-1.14 and 6-1.15 shall then apply.

6-1.12 If, within the thirty (30) days following the arbitrator's decision, the board has not reinstated the employee to the duties he had before the grievance as a result of the application of clause 6-1.08 or has not subsequently modified the duties of the employee as a result of the application of clause 6-1.07, the position shall then become a new position to be filled according to article 7-1.00.

The employee thus displaced shall benefit from the provisions of article 7-3.00 on the condition that he cannot be laid off.

In such a case, the name of the employee, in favor of whom the arbitral decision was rendered, shall automatically be entered on the list of candidates provided for in article 7-1.00 and shall be deemed to have the equivalent of the qualifications required for this position.

For as long as this class of employment has not been created and the salary has not been established, the employee concerned shall continue to receive the monetary compensation provided for in clause 6-1.09 or 6-1.10 for as long as he occupies the said position.

6-1.13 Within the one hundred and twenty (120) days of the coming into force of this agreement, the union may renounce the system provided for in clause 6-1.12 and choose the option that the employee holding the position which was reclassified in the manner described above shall be confirmed in the said position.

Creation of New Classes or Changes in Duties or Qualifications

6-1.14 If, during the life of this agreement and after consulting the national negotiating union group, new classes are created by the national negotiating management group or if the duties or qualifications of a class of employment are changed, the salary rate of these classes shall be determined by an agreement between the parties on the basis of the rates provided for comparable positions within the public and parapublic sectors.

6-1.15 If, during the forty (40) workdays 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

6-1.15 (cont'd) 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 6-1.16. The arbitrator must make a decision on the new rate by taking into account the rates in effect for comparable positions in the public and parapublic sectors.

**Arbitration**

6-1.16 For the purposes of clauses 6-1.09, 6-1.10 and 6-1.15, the grievances submitted to arbitration shall be decided upon, for the duration of this agreement, by one of the following arbitrators:

Deschêne, Jean-Paul  
Dufresne, Pierre-N.  
Moalli, Émile  
Ferland, Gilles

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

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

6-1.17 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**

**On the Date of the Coming into Force of this Agreement**

6-2.01 For the purposes of determining the salary step applicable to every employee in its employ on January 1, 1986, the board shall, on January 1, 1986, integrate every employee into the step of his salary scale determined in Appendix I or, as the case may be, in Appendix III of this agreement, the said step shall be the same as that which the board recognized for him on December 31, 1985 by applying his corresponding salary scale in effect on that date.

In the case of an employee hired after December 31, 1985 but before the date of the signing of this agreement, the provisions provided for in this clause shall apply to him *mutatis mutandis* on his date of hiring.

6-2.02 In the case where an employee is integrated from a corresponding salary scale into a class of employment that is applicable to him on December 31, 1985, different from that in which he is integrated on January 1, 1986, such an employee shall be integrated into the step obtained by the application of the provisions provided for in clauses 6-2.16, 6-2.17 or 6-2.18, as the case may be.

6-2.03 Following the determination of the integration step into the new salary scales and this, as a result of the application of the provisions provided for in clause 6-2.01, the board shall grant an advancement in step to the employee who is so entitled by the application of clauses 6-2.09 to 6-2.15 inclusively.

At the Time of Hiring

6-2.04 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 hereafter.

6-2.05 The step shall usually correspond to one (1) complete year of recognized experience. It shall indicate the salary levels within the scale provided for in each class of Appendix I or, as the case may be, of Appendix III.

6-2.06 A person who possesses only the minimum qualifications required for a class of employment shall be hired at the first step of the class.

6-2.07 However, an employee who possesses more years of experience than the minimum required for his class of employment shall be granted one step per additional year of experience, provided that this experience be deemed valid and directly relevant to the duties described in his class of employment.

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

b) 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.

- 6-2.08 Furthermore, 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 be deemed directly relevant by the board and that they be greater than the qualifications required in terms of schooling for the class of employment to which the employee belongs.

Advancement in Step

- 6-2.09 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 the provisions of this article, no advancement in step shall be granted during the period from January 1, 1983 to December 31, 1983, and the step thus lost cannot be recovered by the employee as long as he remains in the employ of the board.

Furthermore, the months included between January 1, 1983 and December 31, 1983 shall not be taken into account in the determination of any subsequent step.

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

- 6-2.10 The employee who is temporarily laid off because of a periodic slowdown or the seasonal suspension of activities in his sector for a period not exceeding three (3) months 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.
- 6-2.11 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.
- 6-2.12 The advancement in step shall not be granted when, during the twelve (12) months preceding the date on which such advancement in step should have been granted, the employee benefitted from a leave of absence without salary by virtue of articles 5-5.00 or 5-10.00 or of clause 5-4.27, for a period of over six (6) months or if the employee was disabled for a period of over six (6) months.
- 6-2.13 If the advancement in step is not granted, the employee concerned may ask the board which of the reasons listed in clause 6-2.12 sustain the fact that his step was not granted to him.



6-2.14 The advancement in two (2) additional steps shall be granted on the advancement date foreseen when the employee has successfully completed professional improvement studies equivalent to one (1) year of full-time studies, provided that these studies be deemed directly relevant by the board and that they be greater in terms of schooling than the qualifications required for the class of employment to which the employee belongs.

6-2.15 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

6-2.16 At the Time of a Promotion (including a temporary assignment)

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

a) 1) Technical Support and Administrative Support Personnel

He 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 such an 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.

ii) Trades and Labour Support Personnel

The transition of the employee's salary rate to the rate of the new class must ensure 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/hour minimum.

b) He 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.

6-2.16  
(cont'd)

c) In the case of an employee who is over-scale and who remains over-scale:

1) for an employee of the administrative and technical support personnel, the increase paid to the promoted employee shall be paid in a lump sum according to the following formula:

- his over-scale salary increased by one-third 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 step 1 and step 2 of the new class to which he is promoted;

11) for an employee of the trades and labour support personnel, the increase paid to the promoted employee shall be paid in a lump sum according to the following formula:

- his over-scale salary rate increased by one-third 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 per hour.

6-2.17 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.

6-2.18 At the Time of a Demotion

a) When an employee is demoted voluntarily, he shall receive the salary which corresponds to the most advantageous of the following formulas:

1) he shall be placed in the step of the new class of employment, the salary rate of which is immediately below that which he receives;

6-2.18  
(cont'd)

ii) 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, he shall obtain the salary which corresponds to the most advantageous of the formulae provided for in paragraph a), on the condition that the difference between the salary of his new class of employment and the salary he received before his demotion be made up by a lump sum which is spread and paid over a maximum period of two (2) years after the demotion.

Such a lump sum shall be reduced as the employee's salary rate progresses.

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

6-2.19

Notwithstanding the provisions of clauses 6-2.16, 6-2.17 and 6-2.18, the experience acquired by an employee between January 1, and December 31, 1983 shall not be taken into account in granting the step.

6-3.00

SALARY

1- SALARY RATES AND SCALES

1.1 Period from January 1, 1986 to December 31, 1986

Each salary rate and scale in effect on December 31, 1985 shall be increased, effective on January 1, 1986, by a percentage equal to 3,5%, taking into account, where applicable, the mergers of classes of employment and the modifications to the structure of certain scales.

The salary rates and scales thus applicable for the period from January 1, 1986 to December 31, 1986 are those found in Appendix I or, as the case may be, in Appendix III.

1.2 Period from January 1, 1987 to December 31, 1987

Each salary scale and rate in effect on December 31, 1986 shall be increased effective on January 1, 1987 according to

6-3.00  
(cont'd)

the following terms and conditions taking into account, where applicable, the mergers of classes of employment and the modifications to the structure of certain scales:

- each rate which, on December 31, 1986, is equal to or greater than \$10.69/hour, shall be increased by a percentage equal to 4%;
- each rate which, on December 31, 1986, is less than \$10.69/hour, shall be increased by a percentage obtained according to the following formula:

$$T = \left[ \left( \frac{-0,698(t.h.-8,78)}{0,019e} \right)^{(1)} + 0,035 \right] \times 100$$

where T= percentage of increase(2)  
 t.h.= hourly salary rate on December 31, 1986.

The salary rates and scales thus applicable for the period from January 1, 1987 to December 31, 1987 are those found in Appendix I or, as the case may be, in Appendix III.

1.3 Period from January 1, 1988 to December 31, 1988

1.3.1 Each salary rate and scale in effect on December 31, 1987 shall be increased, effective on January 1, 1988, by a percentage equal to 4,15% to which ten (10) cents

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- (1) When, in the quotient obtained, the decimal point is followed by five (5) numbers, the fifth (5th) number is dropped if it is less than five (5), or if the fifth (5th) number is equal to or greater than five (5), the fourth (4th) number is brought to the next higher number and the fifth (5th) number is dropped.
  - (2) This percentage of increase varies between 4,0% and 5,4%.

6-3.00  
(cont'd)

an hour<sup>(1)</sup> shall be added, taking into account, where applicable, the mergers of classes of employment and the modifications to the structure of certain scales.

The salary rates and scales thus applicable for the period from January 1, 1988 to December 31, 1988 are those found in Appendix I or, as the case may be, in Appendix III.

- 1-3.2 Notwithstanding paragraph 1.3.1, each salary rate and scale in effect on December 31, 1987 shall be increased, if need be, effective on January 1, 1988, by a maximum percentage of one per cent (1%)<sup>(2)</sup>, established in relation to the consumer price index for Canada (CPI) during the twelve (12)-month period preceding January 1, 1988 and this, according to the following formula: [CPI - 4,25% ],

where

(3)

$$\text{CPI} = \left[ \frac{\text{CPI of December 1987} - \text{CPI of December 1986}}{\text{CPI of December 1986}} \right] \times 100$$

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

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- (1) This amount shall be considered as corresponding to 0,64% of the average salary of unionized and unionizable employees in the public and parapublic sectors on December 31, 1987.
  - (2) The parties agree that they may discuss any further adjustment of the salary scales for 1988, if the increase in the CPI exceeds 5,25%.
  - (3) When, in the quotient obtained, the decimal point is followed by five (5) numbers, the fifth (5th) number is dropped if it is less than five (5), or if the fifth (5th) number is equal to or greater than five (5), the fourth (4th) number is brought to the next higher number and the fifth (5th) number is dropped.

6-3.00  
(cont'd)

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

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

2. OVER-RATE OR OVER-SCALE EMPLOYEES

- 2.1 As of January 1, 1986, the employee whose salary rate on the day preceding the date on which the salary rates and scales are increased, is higher than the single rate or the maximum of the salary scale in effect for his class of employment shall benefit, on the date on which the salary rates and scales are increased, from a minimum rate of increase which is equal to half of the percentage of increase applicable on January 1 of the period concerned in relation to the preceding December 31 or 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.
- 2.2 If the application of the minimum rate of increase determined in paragraph 2.1 has the effect of placing on January 1 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 shall be brought to the percentage necessary to permit the employee to obtain this step or the single salary rate.
- 2.3 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 paragraphs 2.1 and 2.2, shall be paid to him as a lump sum calculated on the basis of his salary rate on December 31.
- 2.4 The lump sum shall be spread and paid over each pay period in proportion to the regular hours remunerated for the period concerned.

6-4.00

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

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

1. 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.
- 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 in 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 applicable on January 1, 1987 for experience acquired before that date.

2. 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 6-2.04 to 6-2.08.
  - 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.
3. The integration and 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 this agreement.

6-5.00 TRAVEL 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 supporting vouchers and this, in accordance with the norms established by the board. These norms including the rates must be at least equal to the most advantageous rates granted to a unionized group 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 board and which shall take into account the extra premium required in clause 6-5.06.

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

6-5.05 The possession of a vehicle may be a requirement in order to obtain and maintain a position in which the employee is required to travel regularly in order to perform his duties.

6-5.06 Insurance

The employee who uses his automobile 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.

6-6.00 PREMIUMS

6-6.01 Evening and Night Shift Premiums

The employee, for whom half or more of the regular working hours are between 16:00 hours and 07:00 hours shall benefit from an hourly premium for each hour of work in his regular day:

From January 1, 1986 to December 31, 1986:	\$0.47/hour.
From January 1, 1987 to December 31, 1988:	\$0.49/hour.

This premium shall not apply for overtime. This premium shall be paid at the same time as the employee's salary.



6-6.02 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 (2) required certificates, the heating/steam engine certificate and the refrigeration equipment certificate, shall receive, in addition to the salary rate provided for in his 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 who transports handicapped students only, recognized as such by the school board and who 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) 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) The caretaker, assigned to a school (building) equipped with a steam heating system governed by the Stationary Engineer Act, shall be entitled to the following weekly premium, provided he is responsible for the operation and supervision of this system and he possesses the required certificate:

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 e) Lead Hand Premium  
(cont'd)

The employee who, at the request of the 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.

Unless there is an agreement between the board and the union, the salary supplement provided for in this clause shall be payable at the same time as the employees' salary. The premiums provided in this clause shall be paid within the twenty (20) days following the end of the week of their acquisition.

6-6.03 Retention Premium

The retention premium equivalent to eight per cent (8%) of the salary shall be maintained for the employees hired before December 31, 1988 and working in the school municipalities of Sept-Îles (including Clarke City) and Port-Cartier.

The premium shall also apply to the employee in surplus and shall be paid as a lump sum which may be spread over each pay.

6-6.04 Living Quarters

When, on the date of the coming into force of this 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.

6-6.05 Verification of Furnaces

Subject to clause 8-3.05, the board may request that a non-resident employee proceed with the verification of furnaces on Saturdays, Sundays and paid legal holidays. This employee shall receive for each visit of an institutional school:

From January 1, 1986 to December 31, 1986: \$12.00.  
From January 1, 1987 to December 31, 1988: \$16.00.

6-6.05 (cont'd) When two (2) buildings of the same institutional school are located more than one (1) kilometre from one another, they shall be, for the purposes of this clause only, considered as two (2) distinct institutional schools.

6-6.06 Notwithstanding the foregoing, the indemnity shall not be paid if an employee is at school for any activity involving a salary provided for in this agreement (room rentals and overtime). Such remuneration must be at least equal to that provided for in clause 6-6.05.

6-6.07 For the purpose of applying the preceding provisions, the board shall obtain once a year, by posting, the list of the caretakers, night caretakers and class II maintenance workmen interested in carrying out such verifications.

When such a list includes more than one employee, the verification of the furnace of a school must be offered, in order of seniority within each class of employment, first to the caretaker of the school, to the night caretaker of the school and then to the class II maintenance workman of the school.

If no employee of the school enters his name on the list, the verification may be carried out by another employee from another school whose name appears on the said list. If none of these employees are available, the provisions provided for in clause 6-6.05 shall apply.

6-6.08 In the case where, on the date of the coming into force of this agreement, such verifications were performed by employees other than maintenance employees, the board shall continue to use such other employees.

6-6.09 Within the one hundred and twenty (120) days of the coming into force of this agreement, the board and the union may agree on different terms and conditions; failing agreement within this time limit, the union shall choose, for the duration of this agreement, between the system in place on the date of the coming into force of this agreement and the one described in clauses 6-6.05 to 6-6.08 inclusively.

6-7.00 REGIONAL DISPARITIES

Definitions

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

1- 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 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 Québec. The said point of departure may be modified by an agreement between the board and the employee subject to it being situated in Québec.

2- Sectors

Sector V

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

6-7.01  
(cont'd)

**Sector IV**

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

**Sector III**

The territory located north of the 51° of latitude including Mistassini, Kuujjuak, Umiujaq, Kuujjuarapik, Poste-de-la-Baleine (Whapmagoostoo), Chisasibi, Radisson, Schefferville, Kawawachikamach et Waswanipi, except Fermont and the localities specified in sectors IV and V;

the localities of Parent, Sanmaur and Clova;

the territory of the Côte-Nord, stretching east of Havre Saint-Pierre to the limit of Labrador including the Island of Anticosti.

**Sector II**

The municipality of Fermont;

the territory of the Côte-Nord located east of the Moisie River and stretching to Havre St-Pierre inclusively;

Iles-de-la-Madeleine.

**Sector I**

The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

**Level of Premiums**

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

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

6-7.03 The part-time employee working in one of the above-mentioned sectors shall receive this premium in proportion to the hours worked.

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

6-7.04 Subject to clause 6-7.03, the board shall cease to pay the isolation and remoteness premium established under this agreement 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.

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\* The premiums shall be increased 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.

6-7.04 (cont'd) The employee who avails himself of the provisions dealing with sabbatical leaves with deferred salary may, at his request, defer the payment of the isolation and remoteness premium under the same conditions as that agreed to for his salary.

6-7.05 If both members of a couple, as defined in article 5-3.00, work for the same board or if both work for two (2) different employers in the public and parapublic 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 applicable to the employee without dependents, notwithstanding the definition of the term "dependent" found in section 1 of this article.

#### Other Benefits

6-7.06 The 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, if need be;
- 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 two hundred and twenty-eight (228) kilograms provided for in paragraph b) shall be increased by forty-five (45) kilograms up to a maximum of ninety (90) kilograms per year of service in the territory of the board. This provision shall cover the employee only.

6-7.07 In the event of the employee's departure, the expenses provided for in the preceding clause 6-7.06 shall be reimbursed. However, the employee shall not be entitled to be reimbursed for these expenses if he resigns to go work for another employer before the 45th calendar day of his stay in the territory.

6-7.08 If the employee eligible for the provisions of subparagraphs b), c) and d) of clause 6-7.06 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.

6-7.09 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 and solely in the following cases:

- a) when the employee is hired;
- b) a subsequent assignment or transfer at the request of the board or the employee;
- c) breach of contract, resignation or death of the employee: in the case of sectors I and II, reimbursement shall be made only in proportion to the time worked in relation to a period of reference established at one (1) year, except in the event of death;
- d) when an employee obtains a leave of absence for educational purposes: in this case, the expenses referred to in clause 6-7.06 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.

6-7.10 For the purposes of this article, these expenses shall be borne by the board from the point of departure to the place of assignment and shall be reimbursed upon presentation of supporting vouchers.

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

If both spouses, within the meaning of article 5-3.00, work for the same board, only one may avail himself of the benefits granted in clauses 6-7.06 to 6-7.09. In the case where the employee's spouse received, for such move, equivalent benefits from another employer or another source, the board shall not reimburse any expense.

#### Outings

6-7.11 The board shall 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:



- 6-7.11 (cont'd)
- a) for the school boards of Nouveau-Québec and Littoral as well as the territory extending east of Havre St-Pierre up to the limits of the Littoral School Board, including Anticosti Island: four (4) outings per year for the employee with no dependents and three (3) outings per year for the employee and his dependents;
  - b) for Fermont, Schefferville: four (4) outings per year for the employee with no dependents and three (3) outings per year for the employee and his dependents;
  - c) for the other localities not connected with the provincial road network: one (1) outing per year for the employee and his dependents.

The distribution and scheduling of the outings provided for in the preceding paragraphs may be the subject of an agreement between the union and the board including the scheduling of outings in the event of a delay in transportation not attributable to the employee.

The initial place of recruitment shall not be modified due to the fact that the employee laid off within the framework of article 7-3.00, and who is subsequently recalled to work, has chosen to stay there during the period of unemployment.

The fact that the employee's spouse works for the board or an employer of the public and parapublic sectors may not have the effect of allowing the employee a greater number of outings paid by the board than that provided in the collective agreement.

These expenses shall be 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 (regular or charter flight with the consent of the board) from the place of assignment up to the point of departure situated in the province of Québec or to Montréal.

In the case of the employee recruited from outside Québec, these expenses must not exceed the lesser of the following amounts:

- the equivalent of the price of a return flight (regular flight) from the place of assignment to the domicile at the time of engagement;
- the equivalent of the price of a return flight (regular flight) from the place of assignment to Montreal.

6-7.11 (cont'd) An outing may be used by the spouse, a relative or a friend not residing in the territory to visit the employee who lives in one of the regions mentioned in clause 6-7.01. The provisions of this clause shall apply as regards the reimbursement of expenses.

6-7.12 Reimbursement of Transit Expenses

The board shall reimburse the employee, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and accommodations, if need be) for himself and for his dependents when he is engaged on any authorized trip provided that these expenses are not assumed by a carrier.

6-7.13 Death of the Employee

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, the board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec in the event of the death of an employee.

6-7.14 Food Transportation

The employee who cannot provide for his own food provisions in sectors V and IV and in the localities of Kuujjuak, Kuujjuaraapik, 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 board shall take charge of the transportation from the source which is the most accessible or economical with regard to transportation and shall bear the cost directly;
- b) the board shall give the employee an allowance equivalent to the cost which would have been incurred according to the first formula.

**6-7.15 Vehicle at the Employee's Disposal**

Wherever private vehicles are prohibited, the placement of vehicles at the employees' disposal may be the subject of a local arrangement.

**6-7.16 Lodging**

The obligations and practices of the 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 rent charged to the employees who benefit from lodging in sectors V, IV, III and the locality of Fermont shall be maintained at its December 31, 1985 level.

**6-7.17 Provisions of Former Collective Agreements**

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

- 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 clauses 6-7.02 and 6-7.03;
- the reimbursement of expenses related to moving and outings of the employee recruited from outside Québec provided for in clauses 6-7.06 to 6-7.11;
- the number of outings when the employee's spouse works for the board or an employer in the public and parapublic sectors provided for in clause 6-7.11;
- food transportation provided for in clause 6-7.14.

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

6-8.00 LOAN AND RENTAL OF ROOMS

6-8.01 When the board decides to entrust the loan and rental of rooms to its employees, the duties described hereinafter shall be assigned to the caretaker who has the most seniority in the school. After agreement between the board and the union, there may be a different distribution.

The employee who is requested by the board to look after the loan and rental of rooms outside his regular working hours shall be paid according to the following provisions:

- a) For the opening of the school and of the rooms used, supervision during the activity and the closing of the school and of 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. (1)  
From January 1, 1988 to December 31, 1988: \$10.72/hour.

- b) For the preparation of the rooms, 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. (2)  
From January 1, 1988 to December 31, 1988: \$12.59/hour.

- c) These salary rates calculated in accordance with the preceding two paragraphs shall be increased by 11% to take into account fringe benefits, including the pension plan. As regards vacation, the employee shall be subject to the provisions of the applicable laws. If the employee is already covered by article 5-6.00 of this agreement, the rate of 11% shall be increased to 15%.

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(1) The rates provided for the opening of the school shall correspond to the hourly rates applicable to the guard and shall be readjusted, if need be, at the same level as those for corresponding periods.

(2) The rates provided for the preparation of rooms shall correspond to the average of the hourly rates applicable to the caretaker (9275 m<sup>2</sup> or more) and to the caretaker (less than 9275 m<sup>2</sup>) and shall be readjusted, if need be, at the same level as the average of the latter for corresponding periods.

6-8.01 When the regular rate of the employee concerned is higher, this  
(cont'd) regular rate shall apply.

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

6-8.02 Only the persons authorized by the board may permit the rental of rooms including the use of the board's premises.

6-8.03 The claim duly signed by the employee and approved by the board shall be paid within a maximum period of one (1) month.

6-8.04 The board and the union may agree to replace the above-mentioned plan for the loan and rental of rooms by a local plan.

6-9.00 PAYMENT OF SALARY

6-9.01 The employees shall be paid by cheque every second (2nd) Thursday. If a Thursday falls on a paid legal holiday, the salary shall be paid on the preceding workday.

The pay covering the period of June 30 must allow the identification of amounts paid for the period ending June 30, the accumulated earnings up to that date and the part of the period starting July 1.

6-9.02 The pay slip must contain in particular the following information:

- a) the name of the employer;
- b) the employee's class of employment;
- c) the number of hours paid at the regular rate;
- d) the overtime paid;
- e) the gross salary and the net salary as well as the total amounts of each one for the current fiscal year (January 1 to December 31);
- f) union dues;
- g) income tax deductions;
- h) contributions to the local or provincial pension fund, if need be;

6-9.02  
(cont'd)

- i) contributions to the Régime de rentes du Québec;
- j) contributions to the collective group insurance plan;
- k) unemployment insurance contributions;
- l) the period concerned;
- m) deduction for a credit union, if need be;
- n) the accumulation of his other earnings and deductions as long as they have already been provided by the board or that the pay system allows it;
- o) any other information already provided by the board on the date of the signing of this agreement.

6-9.03

In the event where, on the date of the coming into force of this agreement, the board operates a different system, the board and the union shall agree either to maintain or to alter it or to adopt the system provided for in the preceding clauses. Failing an agreement, the system then in force shall be maintained including the reference period covered by the pay period.

6-9.04

Before claiming the amounts paid in excess to an employee, the board shall reach an agreement with the employee and the union regarding the terms and conditions of reimbursement. Failing an agreement, the board shall determine the terms and conditions of reimbursement. Such terms and conditions must not cause an employee to reimburse more than 10% of his gross salary per pay.

6-9.05

Except in the case where the Commission de la santé et de la sécurité du travail (CSST) sends to the employee directly a statement of the compensation paid, the board shall indicate on the "T-4" and "Relevé 1" forms the amounts that it received in the employee's name as compensation.

The board shall indicate on the "T-4" and "Relevé 1" forms the total amount withheld for union dues.

6-9.06

- a) The board shall give the employee, within thirty (30) days of his departure, a signed statement of the amounts due in salary and in fringe benefits.
- b) The board shall give or forward to the employee, within thirty (30) days following his departure, his pay cheque including the fringe benefits.

6-9.07

Premiums to be paid by virtue of this agreement shall be remitted with the employee's pay within the time limits provided for each of these premiums.

CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT

7-1.00 MOVEMENT OF PERSONNEL

7-1.01 The provisions provided for in this article, with the exception of clauses 7-1.11 and 7-1.12, shall not apply to temporary positions. Moreover, they shall not apply to the positions referred to in articles 10-1.00, 10-2.00 and 10-3.00.

When a position becomes vacant, the board shall have a thirty (30)-day period to decide whether to abolish or fill the position. If the board decides to fill the said position, it shall do so within a maximum time limit of thirty (30) workdays.

If the board decides to abolish the said position, it shall so inform the union within fifteen (15) days of its decision.

7-1.02 When the board decides to fill a newly created or permanently vacant position covered by this agreement, it must post a notice in the usual places for at least seven (7) workdays. The notice shall be addressed to the employees governed by this agreement and a copy shall be sent to the union.

A) S E Q U E N C E

The board shall then proceed in the following manner to fill the said position:

I Part-time Position

When the board fills a part-time position, it shall proceed according to the provisions provided for in paragraph c) and failing this, according to paragraphs d), g), i), j) and l).

II Full-time Position

When the board fills a full-time position, it shall proceed as follows:

- a) the board shall fill the position by choosing first from among the tenured employees in surplus from the support staff in the same class of employment, covered or not by the document of certification and from among its employees who have a position in a lower class of employment and whose class of employment is protected by virtue of this agreement, provided that they have the required qualifications and meet the other requirements determined by the board. The application of this paragraph must respect the provisions provided for in clause 7-3.17;

7-1.02  
(cont'd)

b) failing to fill the position according to paragraph a), the board shall fill the position by choosing from among its tenured employees in surplus from the support staff, covered or not by the document of certification, on the condition that they have the required qualifications and meet the other requirements determined by the board. However, such a move cannot constitute a promotion and the application of this paragraph must respect the provisions provided for in clause 7-3.17;

c) failing to fill the position according to paragraph b), the board shall fill the position by choosing from among its employees who have applied for the position at the time of the posting and for whom the move constitutes a request for a transfer, promotion or demotion.

The board shall take into account the required qualifications and the other requirements determined by it;

d) failing to fill the position according to paragraph c), the board shall recall to work the regular employee it had laid off and who has completed two (2) years of active service at the board in a part-time position; the employee must have the required qualifications and meet the other requirements determined by the board. However, such a move cannot constitute a promotion;

e) failing to fill the position according to paragraph d), the board shall fill the position by choosing from among the persons in surplus (or having an equivalent status) from its management personnel, provided that they have the required qualifications and meet the other requirements determined by the board. However, such a move cannot constitute a promotion;

f) failing to fill the position according to paragraph e), the board shall approach the Regional Placement Bureau and the latter may refer to it an employee in surplus from another board for whom such a move would not constitute a promotion.

The board shall take into account the required qualifications and the other requirements determined by it;

g) failing to fill the position according to paragraph f), the board shall recall to work the non-tenured regular employee whom it has laid off other than the employee referred to in paragraph d) and the employee referred to



7-1.02 g)  
(cont'd)

in clause 7-4.01 or 7-4.03 who has applied for the position, insofar as such employee has the required qualifications and meets the other requirements determined by the board. However, such a move cannot constitute a promotion except for the employee referred to in article 7-4.00;

- h) failing to fill the position according to paragraph g), the board shall approach the Regional Placement Bureau and the latter may refer to it a support staff employee in surplus from the Cégeps for whom such a move would not constitute a promotion;
- i) failing to fill the position according to paragraph h), the board shall choose the employee who is most qualified and who meets the other requirements determined by the board, from among the employees working in a day care service, cafeteria employees and student supervisors working ten (10) hours or less. Such a priority, which is valid for a period of eighteen (18) months after the layoff, where applicable, shall apply only to the employees who have completed the probation period provided for in clauses 10-2.02 or 10-3.02, as the case may be, and have informed the board of their intention to become probationary employees;
- j) failing to fill the position according to paragraph i), the board shall choose the employee who best meets the required qualifications and other requirements determined by the board, from among those who have completed twenty-six (26) weeks of service with the board within a period of twelve (12) months, as a temporary employee or as an employee in the adult education sector. Such priority, which is valid for a maximum period of eighteen (18) months after the layoff, where applicable, shall apply only to the employees who have informed the board of their intention to become probationary employees.

For the purposes of calculating the twenty-six (26) weeks of service, every week during which the employee worked shall be counted regardless of the number of hours worked;

- k) failing to fill the position according to paragraph j), the board shall approach the Regional Placement Bureau, which may refer a support staff employee laid off by another board or a person who has submitted a request to be relocated by virtue of paragraph c) of clause 7-3.16 and for whom such a move would not constitute a promotion.

7-1.02  
(cont'd)

- 1) failing to fill the position according to paragraph k), the board may offer the position to a candidate from outside whose qualifications are greater than the candidate who was refused in one of the steps provided in this clause.

**B) TERMS AND CONDITIONS**

In all the cases provided for in paragraphs a), b), c), d), g) and i) of this clause, if more than one candidate meets the required qualifications and requirements, the position shall be granted to the employee who has the most seniority or, in the case of paragraph i), to the employee who has the longest period of employment.

The employees referred to in paragraphs i) and j), with the exception of the temporary employee, who are unable to keep their position during the probationary period, shall be deemed as remaining employees covered by articles 10-1.00, 10-2.00 and 10-3.00, as the case may be, without losing any rights; within this framework, such employee shall return to his former position or is laid off.

For the purposes of applying the preceding paragraphs a) and b), if no employee accepts the position offered, the board shall designate, subject to clause 7-3.17, the employee with the least seniority from among those in surplus who meet the required qualifications and other requirements determined by the board.

The employee whose class of employment is protected by virtue of this agreement and who refuses a position in the said class of employment, within the framework of this clause, shall then lose this benefit.

7-1.03

The posting provided for in clause 7-1.02 shall include, among others, a summary description of the position, its status, the title of the immediate superior, the work schedule, the class of employment, the salary scale and rate, the required qualifications and the other requirements determined by the board, the duration of the regular workweek, the name of the office, department or school, the deadline for submitting applications as well as the name of the person to whom the application must be forwarded.

Every employee interested or concerned by the posting may apply for the position according to the method prescribed by the board.

7-1.03 (cont'd) In all cases where the board establishes requirements other than those provided for in the classification plan, the latter must be in relation to the position to be filled.

Within the twenty (20) workdays following the end of the posting, the board shall inform the union of the name of the candidate selected, the names of all candidates, their seniority and class of employment.

7-1.04 The board may continue to draw up eligibility lists for certain classes of employment according to the terms and conditions provided for in former collective agreements. The board, after agreement with the union, may modify the terms and conditions and draw up these lists. The application of this clause shall replace the provisions provided for in paragraph c) of clause 7-1.02.

7-1.05 Before proceeding with an administrative reorganization, the board must submit its plan to the union. Within this framework, the board and the union may agree in writing on special rules for the movement of personnel concerning such reorganization.

7-1.06 As an exception to the provisions of paragraph c) of clause 7-1.02, 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 in terms of experience. This exception shall apply for the positions in the category of administrative support staff and the subcategory of para-technical staff except for the classes of nursing assistant and swimming pool supervisor.

However, the employees who belong to the technical support staff category on the date of the coming into force of this agreement shall be considered as having the required qualifications with regard to the field of specialization of the class of employment that they hold.

7-1.07 An employee's salary shall not be decreased as a result of a temporary assignment requested by the board.

7-1.08 The regular employee who, at the board's request, temporarily fills a position which would constitute a promotion for him if he were assigned to it on a regular basis, shall be paid in the same manner as he would be if he were promoted to this position and this, as of the first day of his temporary assignment.

7-1.08 When such an assignment ends, the employee shall return to his  
(cont'd) regular position under the conditions and with the rights he held  
before his temporary assignment.

7-1.09 If, at any time during the probation period of fifty (50) days  
actually worked following any promotion or transfer involving a  
change in his class of employment, the board determines that the  
employee does not perform his duties suitably, it shall notify  
the union and the employee shall return to his former position.  
In the case of arbitration, the burden of proof shall rest with  
the board. The employee promoted or transferred within his board  
may decide to return to his former position within the thirty  
(30) days following his promotion or transfer.

The application of the preceding paragraph, if need be, shall  
annul every movement of personnel resulting from the said promo-  
tion or transfer. An employee may, within this framework, be  
placed in surplus again and return to his original board, where  
applicable.

If an employee returns to his former position by the application  
of the provisions of the preceding paragraph, he shall not be  
entitled to the income protection granted at the time of a demo-  
tion. The same shall apply to the other employees who returned  
to their former position.

7-1.10 The employee who is assigned to a position on a regular basis  
shall receive the title and the salary stipulated for the said  
position as of his assignment.

7-1.11 TEMPORARILY VACANT POSITION

When the board decides to fill a position which is temporarily  
vacant and if such temporary vacancy is for at least ten (10)  
workdays, it must call upon an employee in surplus whom it deems  
able to perform the work. This choice shall be exercised in  
accordance with paragraph g) of clause 7-3.17.

Failing to proceed in the manner prescribed above, the board  
shall offer the position to the employees in the same office,  
department or school, as the case may be, taking into account  
seniority insofar as such employee meets the required qualifica-  
tions and the other requirements determined by the board. Such  
offer shall be made only to the employees for whom such an  
assignment would constitute a promotion. If the department is  
spread over several buildings, the offer shall be made to the  
departmental employees of the building wherein the position is  
vacant.

7-1.11 (cont'd) Failing to fill the position according to the preceding provisions, the board must call upon an employee who has been laid off and whom it feels is able to perform the work. In this case, the employee shall not accumulate active service for the purposes of acquiring tenure.

Failing to fill the position according to the preceding provisions as well as in the other cases where the board decides to fill a position temporarily vacant, the board may designate an employee of its choice who accepts to fill the position temporarily; if no employee accepts to temporarily fill the position thus offered, the board may designate the employee from among those of the same office, department, school or building, as the case may be, who is capable of filling the position and who has the least seniority.

Such assignment must not cause the employee to hold two (2) positions at the same time.

Failing to fill the position according to the preceding provisions, the board may call upon a temporary employee.

7-1.12

SURFEIT OF WORK

When the board has particular work to be carried out in the event of a surfeit of work, it must call upon an employee in surplus whom it deems able to perform the work. This choice shall be exercised in accordance with paragraph g) of clause 7-3.17.

Failing that, the board must call upon an employee whom has been laid off and whom it deems able to perform the work. In this case, such an employee shall not accumulate active service for the purposes of acquiring tenure.

Failing that, the board may call upon a temporary employee.

7-1.13

Notwithstanding the provisions of this article, the board may reassign an employee from one department (or school) to another one within the same department (or school) for administrative reasons, subject to the first paragraph of clause 7-3.12 and provided it has obtained the union's written approval. This reassignment shall be carried out within the same class of employment.

7-1.14

The board and the union may agree in writing on terms and conditions other than those provided for in this article concerning the requests for transfers without changing the order of the sequence to fill a position as provided for in clause 7-1.02.

**7-2.00 TEMPORARY LAYOFF**

**7-2.01** The employee for whom the nature of the work is such that he must be temporarily laid off because of the periodic slowdown or the seasonal suspension of activities in his sector shall not benefit from the provisions of article 7-3.00. However, the employee shall benefit from article 7-3.00 following the permanent elimination of his position, which must be carried out in conformity with the provisions of the staffing plan.

**7-2.02** Moreover, when a position which is not of a seasonal or periodic nature so becomes, the employee concerned shall benefit from article 7-3.00 as any other employee whose position is abolished, unless he gives the board a written notice within the five (5) workdays following the notice provided for in clause 7-2.03 that he intends to avail himself, at his choosing, of one or the other of the following formulas:

- a) a temporary assignment to other duties in relation to his qualifications and experience. Such temporary assignment shall be decided upon by the board, but must not entail a decrease in salary for the employee concerned or an assignment at more than fifty (50) kilometres from his usual place of work;
- b) a temporary layoff.

Failing a notice on the part of the non-tenured employee concerned within the time limit allotted and if he cannot displace another employee in conformity with article 7-3.00, such employee shall be considered as having chosen to be temporarily laid off.

**7-2.03** After consulting the union before May 1 of each year, the board shall establish the approximate duration of every temporary lay-off; the latter must not, except for cafeteria personnel, exceed the period between June 23 and the day after Labour Day.

In the case of cafeteria personnel, the temporary layoff period may not exceed the period between May 15 of one fiscal year and September 15 of the following fiscal year. If, the cafeterias are shut down during the Christmas holidays (holiday period during which pupils do not have lunch at school), the employee shall benefit from the following provisions:

- a) the holidays to which he is entitled by virtue of article 5-2.00;
- b) the other shutdown days shall be deducted from the number of days of vacation to which he is entitled by virtue of article 5-6.00.

7-2.03 (cont'd) The board shall also establish the order in which the temporary layoffs shall be carried out and in doing so, if, in the same building more than one employee performs the same duties, the layoffs shall be carried out according to the inverse order of seniority and recalls shall be made according to seniority.

At least one month before the effective date of the layoff, the board shall inform each of the employees concerned of the date and approximate duration of such layoff and of the provisions provided for in clause 7-2.02 or, as the case may be, in clause 7-2.04. A copy of the notice shall be sent to the union at the same time.

7-2.04 Except in the case where the board uses employees in surplus in accordance with clause 7-1.11 or 7-1.12, every employee who is temporarily laid off, other than an employee to whom clause 7-2.02 applies, shall benefit from a priority to fill a temporary position during this period. In order to benefit from this priority, the employee shall inform, in writing, the board of his intention to accept such a position that might be offered to him and this, within the five (5) workdays following the receipt of the notice provided for in clause 7-2.03. He must, moreover, have the required qualifications and meet the other requirements determined by the board. He shall receive the salary rate of the position he fills temporarily and he shall be entitled, during this period, to all the other benefits of this agreement.

7-2.05 Subject to the provisions concerning movement of personnel and security of employment, it shall be agreed that the employee resumes his position at the end of the temporary layoff period.

7-2.06 Moreover, such employee shall benefit, during this temporary lay-off period, from the life and health insurance plans provided that he pay his share of the annual premium during his period of active service.

### 7-3.00 SECURITY OF EMPLOYMENT

#### 7-3.01 Staffing Plan

a) On May 15 of each fiscal year at the latest, the board shall adopt a staffing plan for the following fiscal year; it must be submitted to the union for consultation before it is adopted.

7-3.01 a)  
(cont'd)

The plan shall take effect on July 1 of a fiscal year and shall cover the said fiscal year. The plan shall be forwarded to the union at the time of its adoption. The plan shall comprise the following elements:

- 1° The number of positions maintained by class of employment as well as the distribution of these positions by department and by school.
- 2° The number of surplus positions that will be abolished. Within this framework, the board must identify each of the positions to be abolished (office, department or school, class of employment and the name of the incumbent at the time the plan was drawn up) as well as for information purposes only, the reason for the abolition from among those listed hereinafter:
  1. significant decrease in clientele\*;
  2. reorganization of the administrative structure;
  3. closing of a school or department;
  4. modification of the specific services to be rendered;
  5. reduction of the specific services to be rendered.
- 3° The list of employees in surplus at the time of adoption of the plan and the list of employees whose class of employment is protected and the class of employment concerned.
- 4° The identification of each of the newly created positions, the creation of which coincides with the implementation of the plan and this, regardless of the creation of other positions which may occur while the plan is in force.
- 5° The identification of subcontracts of a continuous nature related to the classes of employment covered by the document of certification.

The abolition of positions provided for in the plan shall take effect on one date only for each staffing plan. The date shall be determined by the board and must be mentioned in the staffing plan concerned.

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\* The decrease in clientele may be ascertained and computed over a three (3)-year period including the year contemplated by the staffing plan.



7-3.01  
(cont'd)

- b) In order to avoid the abolition of positions, the board and the union may agree to reassign in the same class of employment one or more employees subject to the first paragraph of clause 7-3.12. This agreement, where applicable, shall precede the adoption of the staffing plan.

Any modification to the staffing plan, as of its adoption, designed to abolish positions other than those identified in the preceding subparagraph 2° must, in order to be carried out, be the subject of a written agreement between the board and the union.

Any modification regarding the number of positions per class of employment resulting from the application of article 6-1.00 shall constitute a modification to the plan deemed to have been the subject of an agreement between the board and the union.

- c) The plan shall not cover positions of a temporary nature nor the positions held by the employees covered by articles 10-1.00, 10-2.00 and 10-3.00.
- d) The regular employee whose position is abolished shall receive a written notice of at least thirty (30) days prior to the effective date of the abolition of his position and indicating, for information purposes only, the reason for the abolition. A copy of such notice shall be forwarded to the union at the same time.
- e) The board may, if need be, distribute the duties of a position which has been abolished among the remaining employees. However, such distribution may not have the effect of causing the employees concerned to carry out an excessive workload.
- f) In the case of an act of God resulting in a total or partial closing of a building, the board may reassign on a temporary basis the employees affected by such a total or partial closing and this, until the employees may resume their position or until their positions are abolished.

7-3.02

The board may not abolish positions other than those provided for in the plan, subject to paragraph b) of clause 7-3.01 or clause 7-1.01.

7-3.03

The employee whose position is abolished shall displace another employee, be reassigned to a vacant position, laid off, placed in surplus or his employment shall be terminated, the foregoing in accordance with the following provisions.

7-3.04

As an exception, the provisions of clauses 7-3.05 to 7-3.15 inclusively shall apply, as the case may be, to the following employees and at the time set in each subparagraph:

- upon an employee's return from a leave or absence when the position has been abolished during his absence or leave;
- upon an employee's return from a leave by virtue of article 5-5.00 when his position has been permanently filled during his absence;
- upon an employee's return from a leave or absence when he has been displaced by the application of the provisions provided for in this article and this, during his leave or absence.

The application of this clause cannot have the effect of granting tenure to an employee unless otherwise stipulated.

7-3.05

The employee whose position is abolished shall benefit from the following provisions:

- a) if he is a probationary employee, the board shall terminate his employment as of the date of the abolition of the position.
- b) if he is a regular employee, he may choose:
  1. to displace an employee with less seniority in his class of employment or in another class of employment within his building; or
  2. to displace the employee with the least seniority in his class of employment or in another class of employment in his locality or in another locality within the board's territory.

If the employee cannot exercise one or the other of the choices provided above in accordance with the other provisions of this article, the regular employee shall be placed in surplus if he is tenured or laid off if he is non-tenured.

7-3.06

The employee displaced by virtue of the first subparagraph of paragraph b) of clause 7-3.05 shall have the choice if he is a regular employee:

1. to displace the employee with the least seniority in his class of employment or in another class of employment within his building; or

7-3.06  
(cont'd)

2. to displace the employee with the least seniority in his class of employment or in another class of employment in his locality or in another locality within the board's territory.

If the employee cannot exercise one or the other of the choices provided above in accordance with the other provisions of this article, the regular employee shall be placed in surplus if he is tenured or laid off if he is non-tenured.

If the employee displaced is on probation, the board shall terminate his employment as of the date on which he is displaced.

7-3.07

The employee displaced by virtue of the second subparagraph of paragraph b) of clause 7-3.05, either by virtue of clause 7-3.06 or by virtue of this clause must, if he is a regular employee, displace the employee with the least seniority in his class of employment or in another class of employment in his locality or in another locality within the board's territory.

If the employee cannot exercise one or the other of the choices provided above in accordance with the other provisions of this article, the regular employee shall be placed in surplus if he is tenured or laid off if he is non-tenured.

If the employee is on probation, the board shall terminate his employment as of the date on which he is displaced.

7-3.08

However, when in applying clauses 7-3.05 to 7-3.07, there is a full-time vacant position to be filled in the class of employment where the position is abolished or in the class of employment where the employee is required to displace, the following procedures shall apply and this, notwithstanding clause 7-1.02:

1. The board shall offer the vacant position according to seniority only to the regular employees in the class of employment concerned who have more seniority than the employee whose position is abolished.
2. The board shall offer this first position left vacant by the application of the preceding paragraph 1 according to seniority only to the regular employees in the class of employment concerned who have more seniority than the employee concerned.
3. Then, the displacement procedure shall be limited to the following:

7-3.08  
(cont'd)

The regular employee whose position was abolished and was left without a position by virtue of the preceding paragraphs 1. and 2. shall have the choice:

a) to take the vacant position in the class of employment;

or

b) to displace an employee with less seniority in the class of employment.

The employee thus displaced, where applicable, shall have the choice:

c) to take the vacant position; or

d) to displace the employee with the least seniority in the class of employment in his locality or another locality and the latter shall take the vacant position.

If the employee concerned is on probation, the board shall terminate his employment as of the date on which the position was abolished or as of the date on which he was displaced.

If the employee is unable to exercise one or the other of the aforementioned choices in accordance with the other provisions of this article or if he cannot be required to accept a reassignment by virtue of these same provisions, the regular employee shall be placed in surplus if he is tenured or laid off if he is non-tenured.

7-3.09

In all cases, in order to benefit from one or the other of the preceding provisions, the employee concerned must meet, in addition to the requirements of the classification plan, the specific requirements of the position.

However, an employee may displace another employee, by application of clauses 7-3.05 to 7-3.08 inclusively, within his class of employment, but if he does not meet the requirements of the position, he shall be entitled, subject to other choices of displacement provided for in the said clauses, to displace the employee with the least seniority in his class of employment who holds a position for which he meets the requirements.

In no case may the application of the preceding provisions result in a promotion.

7-3.10

Moreover, when the application of clauses 7-3.05 to 7-3.08 has the effect of offering an employee to displace an employee who has a part-time position and/or a position of a periodic or seasonal nature and/or a position with fewer working hours than

7-3.10 his own, the employee who does not already hold such a position  
(cont'd) may choose to displace the employee with the least seniority in his class of employment who has a full-time position and/or a position which is not of a periodic or seasonal nature and/or a position of which the number of hours is at least equal to the position held by the employee.

7-3.11 In applying the preceding clauses, the employee who displaces another employee must always have more seniority than the employee he displaces. Under no circumstances shall the employee who is displaced be a temporary employee hired within the framework of a temporary surfeit of work or an unforeseen event. If a temporary employee replaces an employee who is temporarily absent, clauses 7-3.05 to 7-3.08 shall apply while taking into account the seniority of the employee who is temporarily absent. Within this framework, if an employee displaces an employee who is temporarily absent, the substitute temporary employee shall be dismissed.

7-3.12 In no case may a tenured employee be required to accept a position beyond fifty (50) kilometres by road from his domicile or from his place of work at the time when the position is abolished or at the time when he is displaced.

When clauses 7-3.05 to 7-3.08 oblige a tenured employee to displace the employee with the least seniority in a class of employment, it shall involve the position of the employee with the least seniority within a radius of fifty (50) kilometres by road from his domicile or his place of work.

7-3.13 a) A tenured employee shall not be required to accept a part-time position within the framework of the preceding provisions.

b) In the case where a tenured employee is required to fill, within the framework of clauses 7-3.05 to 7-3.08, a full-time position, whose regular workweek includes fewer hours than his regular workweek or a full-time position which is of a periodic or seasonal nature, he shall benefit from the following salary protection:

He shall maintain the remuneration established on the basis of the salary rate and the number of regular hours applicable immediately before starting the new position and this, for as long as the remuneration for the new position remains lower. However, the difference between the remuneration for the new position and that established immediately before starting the new position shall be paid as a lump sum distributed over each pay period. This amount shall be decreased as the employee's salary progresses.

7-3.13  
(cont'd)

- c) When, within the framework of clauses 7-3.05 to 7-3.08, a tenured employee must be demoted in accordance with the provisions of this article, he shall keep his class of employment for salary purposes and for the purposes of requesting a transfer and this, for as long as he does not obtain a position in accordance with paragraph a) of clause 7-1.02.
- d) When, within the framework of clauses 7-3.05 to 7-3.08, a tenured employee chooses to be demoted, in accordance with the other provisions of this article, such employee shall benefit from clause 6-2.17 concerning involuntary demotion.
- e) Furthermore, the regular employee may not, within the framework of clauses 7-3.05 to 7-3.08, be obliged to accept a position in a category other than that to which he belongs.

7-3.14

When this agreement obliges a tenured employee to accept a position fifty (50) kilometres or less from his domicile or place of work, such obligation shall exist as soon as the position offered is within fifty (50) kilometres or less from one or the other of these locations.

7-3.15 A)

For the purpose of applying this article, "locality" designates either the municipal territory or the board's territory at the union's choice and this, for the life of this agreement. Failing such written notice within twenty (20) days of the coming into force of this agreement, "locality" means the municipal territory.

At any time the board and the union may nevertheless agree in writing on another definition.

In the case of Ville de Laval, the term "locality" must be interpreted as being one or the other of the municipalities existing before the merger which created the Ville de Laval.

7-3.15 B)

For the purposes of applying this article, "establishment" means the building where the employee performs his duties.

If a building includes one or more annexes, the annex or annexes shall be considered as a part of the same establishment if they are located within less than one (1) kilometre from the main building, failing that, they shall constitute an establishment in itself.

If an employee is required to travel regularly when performing his duties, "establishment" means the building where he must report.

7-3.15 B) If, in the same building there is a school and an administrative (cont'd) centre or part of an administrative centre, each of the two entities shall be considered an establishment in itself.

The board and the union may nevertheless agree by means of a local arrangement on another definition of "establishment" and particularly in the case where in an establishment there is only one employee in a given class of employment.

7-3.16 Measures to Reduce the Number of Placements in Surplus

A) Pre-retirement

In order to reduce the number of tenured employees placed in surplus or to be placed in surplus, the board shall grant, with the employee's consent or at his request, a pre-retirement leave under the following conditions:

- 1- this leave is a leave with salary for a maximum of twelve (12) months; it may be spread over two (2) years with the consent of the board;
- 2- this pre-retirement leave shall count as service for purposes of the pension plan actually in force;
- 3- only the employee who would be entitled to retirement or early retirement provided for in Appendix XIX at the end of the leave shall be eligible;
- 4- at the end of this leave with salary, the employee shall be considered as having resigned and shall be pensioned off;
- 5- during the pre-retirement leave, the employee cannot work for an employer in the public and parapublic sectors.

The board may, for a reason other than that provided for above, grant a pre-retirement leave to an employee under the same conditions.

B) Severance Pay

The 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.

7-3.16 B)  
(cont'd)

The board shall also grant severance pay to a tenured employee placed in surplus who agrees to resign. In this case, the employee concerned shall lose his tenure.

The tenured employee referred to in the preceding subparagraphs cannot benefit from severance pay if after his resignation he is then hired in the education sector within twelve (12) months of the effective date of his resignation. Also, such employee may receive severance pay only once in the education sector. The employee who receives severance pay and wishes to return to the education sector within twelve (12) months of having received severance pay, must reimburse the said severance pay to the employer who granted it.

The severance pay shall equal one (1) month of salary per complete year of service at the time when the tenured employee resigned from the board.

The premium shall be limited to a maximum of six (6) months of salary. For the purposes of calculating this premium, the salary shall be that which the tenured employee receives the day before he leaves his board.

C) **Transfer of Tenure and Seniority at the Time of a Voluntary Relocation**

In order to reduce the number of employees in surplus, the tenure and seniority of an employee who is not in surplus shall be transferable to another board that hires him if his resignation allows the reassignment of an employee in surplus.

In order to avail himself of the provisions of the preceding paragraph, a tenured employee must make a written request to his board on a form that the latter provides. Once the board receives it, it shall forward a copy to the Regional Placement Bureau concerned.

7-3.17 **Rights and Obligations of the Employee**

- a) Every employee in surplus in a board who is offered a full-time position in his board within a fifty (50)-kilometre radius by road from his domicile or his place of work at the time he is placed in surplus must accept it if the position offered is within his category of employment if the employee is from the trades and labour support staff or within the



7-3.17 a)  
(cont'd)

categories of technical and administrative support if the employee belongs to either one of these categories. He shall benefit from the salary protection defined in paragraphs b) and/or c) of clause 7-3.13 if the position offered includes one or the other of the characteristics listed in paragraph b) and/or if it involves the involuntary demotion of the employee concerned.

Every employee in surplus in a board who is offered a full-time position by another employer in the education sector within a fifty (50)-kilometre radius by road from his domicile or his place of work at the time he is placed in surplus must accept it if the position offered is within his class of employment or if it constitutes a transfer. He shall benefit from the salary protection defined in paragraph b) of clause 7-3.13 if the position offered includes one or the other of the characteristics listed in the said paragraph b).

Failure to accept such written offer shall constitute for all legal purposes a resignation on the part of the employee and shall annul any possibility of obtaining severance pay. If such offer is made by another board, the employee must make his decision known within seven (7) days. The time limit shall be of twelve (12) days if the offer of engagement necessitates his moving.

In the case of an employee placed in surplus for a second time within the twelve (12) months following the fiscal year in which he was first relocated and insofar as he is again relocated during those twelve (12) months, the radius of fifty (50) kilometres shall be calculated from his domicile or his place of work at the time he was first placed in surplus.

- b) The employee in surplus who voluntarily accepts to be relocated when such relocation involves his moving shall benefit from a voluntary mobility premium equal to two (2) months of salary if his future place of work is located at more than fifty (50) kilometres from his domicile and his place of work at the time of his placement in surplus. Such premium shall equal four (4) months of salary if the relocation takes place in one or the other of school regions 1, 8 or 9.

The preceding provisions shall also apply to the tenured employee who is not in surplus if his relocation beyond fifty (50) kilometres from his domicile or his place of work with another employer allows the reintegration of an employee already in surplus in the board.

7-3.17  
(cont'd)

- c) The employee in surplus must provide, upon request, any information required within reason and relevant to his security of employment.
- d) For as long as the employee remains in surplus, his salary shall progress normally.
- e) When an employee in surplus accepts a position with another employer in accordance with this clause, such employee shall not undergo the probation period and shall be deemed to have the required qualifications and meet the other requirements of such position.
- f) When an employee is relocated according to the provisions of this clause, his status of regular employee or, as the case may be, his tenure, seniority and bank of non-redeemable sick-leave days shall be transferred to his new employer.
- g) As long as he remains in surplus, the employee shall be required to perform the duties (covered or not by the document of certification) that the board assigns to him and which must be in relation to his qualifications; such duties must be related to one or the other of the classes of employment in his category. Such assignment may not be further than fifty (50) kilometres by road from his domicile or his place of work at the time he was placed in surplus.

Notwithstanding article 8-2.00, the board may modify his work schedule. The board cannot, however, change the shift (day, evening, night) within the same week.

As regards the use of an employee in surplus, the board may, with the consent of the employee concerned, reach an agreement for services with another employer.

- h) The employee in surplus must appear for an interview with an employer in the education sector when the Regional Placement Bureau requests him to do so in writing and the interview concerns a full-time position which meets the characteristics of paragraph a) of this clause. Failure to accept such a request shall constitute for all legal purposes a resignation on his part and shall annul any possibility of obtaining severance pay.

7-3.17  
(cont'd)

- 1) The non-tenured regular employee who has completed at least one year of active service as a regular employee and who is laid off following a reduction of personnel shall remain on the lists of the Regional Placement Bureaus for a maximum period of two (2) years. During this period, he must accept a written offer of employment which a board or a college in the same school region could make him and this, within seven (7) days of such written offer of employment. Failure to accept such written offer shall entail the removal of his name from the lists of the Regional Placement Bureaus.

The date of the signature on the post office receipt of the documents sent by registered mail shall constitute prima facie proof in order to calculate the time limits provided for in this clause.

- k) The employee relocated as a result of the application of this clause and who must move shall benefit from his board or, where applicable, from the board or college which hires him, from the provisions of Appendix II under the conditions stipulated therein, insofar as the allowances provided for in the federal labour mobility plan do not apply. Moreover, if an employee is relocated according to the provisions of paragraphs a) and b) of this clause, the employee who must move shall be entitled to:

- a maximum of three (3) workdays without loss of salary to cover the search for a dwelling. Such three (3)-day maximum shall not include the duration of the return trip;
- a maximum of three (3) workdays without loss of salary to cover the moving and settling into a new dwelling.

7-3.18

When the board intends to proceed with a hiring, in order to fill a vacant full-time position other than a position temporarily vacant, it shall submit a request to the Regional Placement Bureau serving its territory and specify the class of employment and the requirements of the position to be filled.

The board must inform the placement bureau of the names of the employees that it is placing in surplus, the names of the non-tenured regular employees who have completed at least one (1) year of active service and who are being laid off as well as the names of the employees who have requested a relocation in accordance with the provisions of paragraph C) of clause 7-3.16.

The board shall recognize for an employee relocated by virtue of paragraph f) of clause 7-3.17 the transfer of his tenure, seniority and bank of non-redeemable sick-leave days.

7-3.18 (cont'd) As regards the employee relocated by virtue of paragraph C) of clause 7-3.16, the board shall recognize the transfer of his tenure and his seniority.

7-3.19 Notwithstanding the provisions of the staffing plan during the fiscal year preceding an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or a restructuring, the board may not proceed with a reduction of personnel which would result in one or more layoffs or one or more placements in surplus, as the case may be, of regular employees if the cause of this reduction arises from such amalgamation, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, such new board, such annexing board or such restructured board may proceed with a reduction of personnel resulting in one or more layoffs or one or more abolitions of positions insofar as the reduction or abolition takes place within the framework of the staffing plan.

7-3.20 After another board assumes the responsibility for instruction to children with learning or emotional problems or for instruction to pupils of a grade level or option, within the scope of the application of section 450 of the Education Act, the regular employee who would be affected by a reduction of personnel as regards the major part of his work shall pass obligatorily to the employment of this other board.

However, with the consent of the board which no longer offers such instruction, this regular employee may remain in the employ of such board provided that no layoff, placement in surplus of regular employees or of regular tenured employees shall occur as a result of this agreement.

However, as of the anniversary on which the responsibility for such instruction was assumed, the board which assumed it may proceed with one or more layoffs or, as the case may be, with one or more placements in surplus and this, within the framework of the staffing plan.

7-3.21 In the case of an amalgamation (including the disappearance of a board), annexation or restructuring, the board and the union may agree on particular rules for the redistribution of personnel and the movement of personnel resulting from such amalgamation, annexation or restructuring.

Regional Placement Bureau

7-3.22 The national negotiating union group and the union shall obtain upon request the following information from the Regional Placement Bureau: the list of support staff employees in surplus or laid off who are registered with the Regional Placement Bureau, the list of employees who requested a voluntary relocation by virtue of paragraph C) of clause 7-3.16 and the list of vacant positions of which it is informed by the boards.

7-4.00 PARTIAL DISABILITY

7-4.01 A tenured employee who must be laid off as a result of his physical inability to meet the requirements of his position may obtain a transfer, promotion or demotion within the framework of paragraph g) of clause 7-1.02 provided that he meet the requirements of the desired position, that this position be available and that he apply for the said position. He shall then receive the salary provided for his new position.

This clause shall apply to a twenty-four (24)-month period as of the layoff.

7-4.02 As of the date on which the tenured employee referred to in the preceding clause is unable to hold the position on a permanent basis, the position shall become vacant and shall be governed by clause 7-1.01 unless it was abolished since then within the framework of article 7-3.00.

7-4.03 The employee referred to in paragraph B) of clause 5-9.12 may obtain a transfer, promotion or demotion within the framework of paragraph g) of clause 7-1.02 provided that he meet the requirements of the desired position, provided that this position be available and that he apply for the said position. He shall then receive the salary provided for his new position.

7-4.04 The board and the union may agree on another procedure for the assignment of a position to an employee suffering from a permanent partial disability or from a physical disability.

7-5.00 CONTRACTING OUT

7-5.01 Contracting out must not cause layoffs, placements in surplus, demotions or reductions in the number of working hours among the regular employees of the board.

7-5.01  
(cont'd)

Moreover, if the number of employees in surplus in the pertinent classes of employment (including employees in surplus for whom such reassignment would constitute a transfer) would permit the abolition of a subcontract of a continuous nature, the board shall undertake to terminate the said contract within the legal framework provided for therein, in order to reassign employees in surplus as a replacement for the subcontractor. If the subcontract covers several buildings of the board (ex.: maintenance), the obligation to eliminate the subcontract shall be interpreted per building.

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

It shall be understood that for the purposes of applying the preceding paragraphs 2 and 3, the obligation to terminate a subcontract shall also apply when giving a subcontract insofar as all the other conditions provided for in the said paragraphs 2 and 3 are met.

CHAPTER 8-0.00 WORKING CONDITIONS

8-1.00 SENIORITY

8-1.01 The board shall recognize for every employee in its employ on the date of the coming into force of this agreement the seniority that it recognized on this date as a result of the application of article 8-1.00 of the 1983-1985 agreement. The board shall evaluate the seniority acquired thereafter according to the provisions of clauses 8-1.02 to 8-1.13 inclusively.

Where applicable, seniority referred to in clauses 7-3.16 C) and 7-3.17 f) shall be added in full for a support staff employee and this, notwithstanding clause 8-1.02. The same shall apply to employees other than support staff members except that the third subparagraph of clause 8-1.02 shall apply for any period of employment in a class of employment excluded from the support staff.

8-1.02 Seniority shall correspond to the period of employment of every regular employee in one or the other of the classes of employment provided for in the classification plan for the technical, administrative, trades and labour support staff employed by the board or boards (institutions) to which this board is the successor and it shall be expressed in years, months and days.

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

However, this seniority may not be used to integrate an employee into one of the classes of employment provided for in the classification plan for the technical, administrative, trades and labour support staff nor for the purposes of movement of personnel and security of employment.

8-1.03 The regular employee shall retain and shall 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 this agreement;
- c) when he is absent from work because of a disability, occupational disease or work accident;

8-1.03 (cont'd) d) in the other cases where a provision of this agreement specifically provides;

e) when he is on a leave of absence without salary for union activities, on the condition that if he applies for a vacant position during his absence and obtains it, he must return to work and his leave of absence without salary shall be cancelled, if it is for more than four (4) months;

f) when he is temporarily laid off due to a periodical slowdown or a seasonal suspension of activities in his sector as provided for in article 7-2.00;

g) during a maternity leave as well as any extension thereof.

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 unless there is a specific provision to the contrary in this agreement;

b) when he is laid off for a maximum period of twenty-four (24) months.

8-1.05 A regular employee shall lose his seniority in the following circumstances:

a) when his employment is permanently terminated;

b) when he is laid off for a duration in excess of that mentioned in 8-1.04 b);

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 Within the sixty (60) days that follow the coming into force of this agreement, the board shall forward to the union the seniority list of the employees for each class of employment, indicating the employee's name and his seniority calculated as of the date of the coming into force of this agreement.

8-1.07 The board shall post this list in its buildings or shall forward a copy to each employee.

8-1.08 Any alleged error in the seniority list may be the subject of a grievance which may be submitted to arbitration in accordance with articles 9-1.00 and 9-2.00.



8-1.09 The posted seniority list shall become official forty-five (45) days after the union receives a copy thereof, subject to the changes resulting from a grievance submitted before this list becomes official. Any revision requested after the list becomes official cannot have any retroactive effect prior to the filing of the grievance on action taken by virtue of this list.

8-1.10 No later than August 31 of each year, the board shall update the seniority list. The latter shall be calculated on the preceding June 30 and a copy shall be sent to the union.

8-1.11 The procedures provided for in clauses 8-1.08 and 8-1.09 shall apply after each updating of the seniority list.

8-1.12 When an employee acquires the status of a regular employee, the board shall inform him in writing of the seniority he has accumulated on that date and shall send a copy to the union at the same time.

Every period worked for the board before obtaining such a status as an employee referred to in clause 1-2.18 or article 10-1.00, 10-2.00 or 10-3.00 and this, retroactively to his first date of hiring, unless there was an interruption of the work for more than twenty-four (24) months, in which case the time worked before such interruption is not counted, shall be recognized as seniority.

The period worked shall be calculated in proportion to the regular hours of work.

8-1.13 The seniority of a regular employee who holds a part-time position shall be calculated in proportion to his regular hours of work and shall accumulate in accordance with this article.

#### 8-2.00 WORKWEEK AND WORKING HOURS

##### 8-2.01 Technical and Administrative Support Personnel

The regular workweek shall be comprised of thirty-five (35) hours, from Monday to Friday, and 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 Personnel

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

8-2.03 Notwithstanding clauses 8-2.01 and (or) 8-2.02, for certain classes of employment such as stationary engineers or guards, the regular workweek may be divided differently according to the needs of the department and this, subject to clauses 8-2.07 and 8-2.08. It is agreed that any schedule which includes work on Saturday and (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 weekly working hours, the board and the union may agree to maintain this number of hours or to adopt the number of hours provided for in clause 8-2.01 or 8-2.02, as the case may be, and the work schedule shall be adjusted accordingly. Failing an agreement, the number of working hours in effect shall be maintained. However, the provisions provided for in clause 8-2.01 or 8-2.02, as the case may be, shall apply at the time when the union submits a written request to the board.

8-2.05 Notwithstanding the provisions of clause 8-2.04 with regard to the maintenance of the number of weekly working hours, the board may decide at any time to reduce an employee's regular workweek to forty-four (44) hours.

8-2.06 The employee shall be entitled to a fifteen (15)-minute rest period with salary, per half-day of work, which is to be taken towards the middle of the period.

8-2.07 The board shall maintain the work schedule in effect on the date of the coming into force of this agreement as established in conformity with the provisions of the formerly applicable agreement.

The board and the union may agree on a flexible schedule for the employees in an office, department or school while respecting on average the number of hours provided for in clauses 8-2.01, 8-2.02 or 8-2.04.

8-2.08 The work schedules may be altered after written agreement between the union and the board. However, the board may alter the existing schedules if administrative or pedagogical needs make such changes necessary. In this case, the board shall give the union and the employee concerned a written notice of at least thirty (30) days before implementing the new schedules. Either the employee concerned or the union may, within thirty (30) work-days of the sending of the notice, resort to the procedure for the settlement of grievances and arbitration.

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

8-2.08, (cont'd) 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 board must return to the former schedules and must pay the employees the overtime rate provided for in article 8-3.00 for all the hours worked outside their regular schedule.

Unless there is a written agreement to the contrary between the board and the union, no change may have the effect of imposing split shifts on the employees.

8-2.09 In the case where the former collective agreement or a board regulation or resolution in effect for the 1978-1979 year permitted employees to benefit from a regular workweek including fewer working hours during the summer, this provision shall be maintained under the same conditions for the duration of this agreement.

8-2.10 The board and the union may agree by local arrangement to transfer the entire work schedule of certain school employees working during the evening or at night to the day schedule when the students have no classes except during pedagogical days. When such a modification in the work schedule existed in 1978-1979 by written agreement or if it existed for all of the 1978-1979 fiscal year, it shall be maintained for the life of this 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 for in his schedule, shall be considered as overtime.

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

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

8-3.04 The board shall provide the forms for claiming compensation for overtime to be duly signed by the employee and approved by the board.

8-3.05 For the overtime carried out, the employee shall benefit from a leave without loss of salary the duration of which shall be determined as follows:

- a) for every hour of work carried out in addition to the number of hours of his regular workday or outside of the hours provided for in his schedule or during a weekly day off: one hour and a half (1½) of leave;
- b) for every hour of work carried out during a paid legal holiday provided for in this agreement: one hour and a half (1½) of leave and this, in addition to his salary for the holiday;
- c) for every hour of work carried out on a Sunday or during the second weekly day off: two (2) hours of leave.

8-3.06 An employee may be exempted from working overtime, when such work is required, if the board finds another employee in the same class of employment who accepts to perform this overtime work without this hindering the proper progress of the work.

8-3.07 When an employee is recalled from his domicile to perform emergency work, he shall be entitled to a minimum leave of four (4) hours or to a leave as determined according to clause 8-3.05, according to the more advantageous calculation.

8-3.08 The employee and the immediate superior shall agree on when the leave granted by virtue of clause 8-3.05 or 8-3.07 may be taken. Failing an agreement on the choice of dates expressed by both or if the immediate superior cannot guarantee that the employee can take the leave during the ninety (90) days following the date on which the overtime was carried out, the employee shall be remunerated according to clause 8-3.09.

8-3.09 Notwithstanding the preceding clauses, the board and the employee may agree that the overtime be paid. In this case, overtime shall be paid at the following rates:

- a) at his basic hourly rate increased by one-half per cent (150%) for all hours worked in addition to the hours of the regular workday or outside the hours provided for in his schedule or during a weekly day off;
- b) at his basic hourly rate increased by one-half per cent (150%) for all hours worked during a paid legal holiday provided for in this agreement and this, in addition to the salary paid for this paid legal holiday;

- 8-3.09 c) at double (200%) his hourly rate for all hours worked on a  
(cont'd) Sunday or during the second weekly day off.

Overtime shall be paid by the board within a maximum period of one (1) month after the claim has been duly signed and submitted by the employee and approved by the board.

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 unless the employee objects. In the case of such objection, the union shall be advised only of the nature of the disciplinary measure.

- 8-4.02 Unless the circumstances prevent such notification, the board shall inform the employee who is to be suspended or dismissed in writing at least twenty-four (24) hours before the coming into force of such disciplinary measure.

- 8-4.03 In the case where the board decides to summon an employee regarding a disciplinary measure which concerns him, this employee must receive a written advance notice of twenty-four (24) hours, specifying the time and place where he must report and indicating the reason for the summons as well as the fact that he is entitled to be accompanied by a union representative. A copy of this notice shall be forwarded to the union at the same time.

- 8-4.04 Any employee may, after making an appointment, consult his official file twice a year, accompanied if he so desires by his union representative.

- 8-4.05 The employee subject to a disciplinary measure may submit his case to the procedure for settling grievances and arbitration.

- 8-4.06 A suspension shall not interrupt the employees' seniority. During this absence, the employee shall continue to contribute to the various contributory plans provided for in this collective agreement.

- 8-4.07 In the event of arbitration, the board must, by regularly entered evidence, establish that the disciplinary measure was imposed for a just and sufficient cause.

- 8-4.08 The board may invoke a past infraction entered in the file which resulted in a disciplinary measure only within twelve (12) months of this infraction.

8-4.08 (cont'd) However, if more than one infraction of the same nature was committed within these twelve (12) months, each of the infractions including the first one mentioned in the preceding paragraph may be invoked only within the twenty-four (24) months minus one (1) day of each of them.

Any disciplinary measure that is void shall be withdrawn from the file at the written request of the employee concerned.

8-4.09 No disciplinary measure rescinded by the board or declared unjustified by an arbitration tribunal may be invoked against an employee.

8-4.10 The parties shall agree to grant priority to dismissal cases when preparing arbitration rolls.

8-4.11 Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such a measure or after the board's cognizance of such incident shall be null, void and illegal for the purposes of this agreement. However, in the case of modifications to an indefinite suspension, the thirty (30)-day limit shall not apply at the time of the modification.

8-4.12 In the case of dismissal, if there is an appeal through the procedure for the settlement of grievances, the board shall not pay the employee concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days for as long as the grievance has not been settled. The employee shall also 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 board. Failing this, the employee must pay the full premiums in advance.

#### 8-5.00 HYGIENE AND SAFETY

8-5.01 The board shall undertake to maintain conditions of safety and hygiene in accordance with the governmental regulations and laws.

8-5.02 The board and the union must, through the Labour Relations Committee or a specific committee to this effect, collaborate in order to maintain adequate conditions of safety and hygiene.

8-5.03 When, within the framework of the act respecting the exercise of the right of refusal by an employee to carry out work, a union representative shall be required to be absent from his work, the latter shall be released by the board for the time necessary and this, without loss of salary.

8-5.04 The board must ensure, insofar as provided by law and the regulations which are applicable, that the employees who use a cathode-ray tube may carry out their work without endangering their health, safety or well-being.

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.

8-6.02 The uniforms or special clothing supplied by the board shall remain its property and may be replaced only upon the return of the old uniform or garment, barring uncontrollable circumstances. The board shall decide if a uniform or garment must be replaced.

8-6.03 The upkeep of uniforms and special clothing supplied by the board shall be the employee's responsibility except for special clothing such as overalls, smocks and other similar items which are used exclusively on the premises and for working purposes.

8-6.04 In the case where the former collective agreement so provided, the board shall continue to supply the apparel and uniforms, according to the conditions specified therein.

8-7.00 TECHNOLOGICAL CHANGES

8-7.01 The parties agree that the expression "technological changes" means the introduction of new equipment, including machinery, or their modification which is used to produce goods or services and which either modifies the duties entrusted to one or several employees 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 ninety (90) days before the date foreseen for the implementation of such a change.

8-7.03 Such written notice shall contain the following information:

- the nature of the change;
- the school or department concerned;
- the date foreseen for the implementation or, where applicable, the implementation schedule;
- the positions affected by such a change and the employees concerned.

- 8-7.04 Within thirty (30) days after the union receives the notice, the board must meet and consult with the union concerning the effects of the technological changes foreseen on the organization of work and the measures the board intends to adopt in order to implement such changes including the professional improvement measures deemed necessary by the board.
- 8-7.05 The employee whose duties are modified as a result of the implementation of a technological change shall benefit, if need be, from the appropriate training or professional improvement measures deemed necessary by the board.
- The costs of the training or professional improvement measures shall be borne in their entirety by the board and must not be deducted from the amounts provided for in article 5-7.00.
- 8-7.06 The parties may, by means of a local arrangement, agree on other terms and conditions concerning the implementation of a technological change, particularly concerning the movement of personnel.
- 8-7.07 The provisions contained in the collective agreement must not be limited by the application of this agreement particularly clause 7-3.01 concerning the staffing plans.



CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES AND ARBITRATION

9-1.00 PROCEDURE FOR THE SETTLEMENT OF GRIEVANCES

9-1.01 Any employee, who has a problem concerning his working conditions which may give rise to a grievance, must discuss it with his immediate superior or any other representative of the board to whom the employee is referred by the latter in order to attempt to solve it, accompanied if he wishes, by his union representative. However, the fact that this procedure has not been followed shall not cause the employee to lose any rights.

9-1.02 It is the express intent of the parties to settle, within the shortest possible time, any grievance regarding the application and interpretation of this agreement.

9-1.03 In all cases of grievance, the board and the union shall agree to comply with the following procedure:

a) First Step

The employee shall submit the grievance, in writing, to the authority designated by the board or to the board, if there has been no such designation, within the thirty (30) workdays of the date of the occurrence of the event that gave rise to the grievance or of the board's knowledge thereof. For the employee on probation, the time limit in which to submit a grievance shall be ten (10) workdays from the date on which he becomes a regular employee if such a date is later.

At the written request of the board or the union, the representatives of both the union and the board must meet to study and try to settle the grievance within the ten (10) workdays of its receipt.

However, the fact that this procedure has not been followed shall cause neither the employee nor the union to lose any rights.

In order to participate in such a meeting, a maximum of three (3) union representatives may be released without loss of salary.

The board shall state its position concerning the grievance in writing to the union within the twenty (20) workdays following the receipt of the grievance and shall forward a copy to the employee.

9-1.03 b) Second Step  
(cont'd)

In the case of an unsatisfactory reply from the board, the grievance may be submitted to arbitration within a maximum time limit of fifty (50) workdays following its filing. In the absence of a reply on the part of the board, the grievance may be submitted to arbitration within the same time limit.

Notwithstanding the preceding paragraph, the arbitration notice may be sent at the same time as the notice of grievance.

9-1.04 The union may raise and submit a grievance on behalf of an employee, a group of employees or all employees. In this case, the union must comply with the procedure provided for in clause 9-1.03.

9-1.05 The time limits referred to in this article shall be compulsory. However, the board and the union may agree, in writing, to extend these time limits.

Failure to comply with the time limits provided for in this article shall render the grievance null, void and illegal for the purposes of this agreement.

However, the rejection of a grievance may not as such be considered as a de facto acknowledgement by the union of the board's allegations and may not be invoked as a precedent.

9-1.06 The statement of the grievance shall contain a summary account of the facts so as to be able to recognize the problem raised. Therefore, a rewording of the statement of the grievance shall be admissible if it is forwarded to the board at least five (5) workdays prior to the hearing date.

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 such an amendment is submitted within the five (5) workdays preceding the hearing date, the board shall obtain, upon request, a postponement.

9-1.07 An employee must in no way be penalized, harassed or disturbed because of his involvement in a grievance.

9-1.08 The employee who terminates his employment with the board shall maintain a right to grievance for the amounts that might be owing by the application of this agreement.

9-2.00 ARBITRATION

9-2.01 The union that wishes to submit a grievance to arbitration must, within the time limit provided for in paragraph b) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. Such notice must contain a copy of the grievance and it must be sent by registered mail.

A copy of this notice must be sent to the board at the same time. If there is a disruption of postal services, the aforementioned notices shall be sent by telegram, and at the end of this disruption, the union shall forward, as quickly as possible, the aforementioned documents. The notices may be sent by messenger.

N.B. Address the provincial records office: Records Office of Arbitration Tribunals  
Education Sector  
300 blvd. Jean Lesage  
Room 512  
Québec, Qué.  
G1K 8K6

9-2.02 Any grievance submitted to arbitration shall be decided upon by a single arbitrator chosen from among the following:

Ménard, Jean-Guy, chief arbitrator

- |                          |                        |
|--------------------------|------------------------|
| - Blouin, Rodrigue       | - Laflamme, Gilles     |
| - Caïn, Michael          | - Lussier, Jean-Pierre |
| - Courtemanche, Louis-B. | - Moalli, Emile        |
| - Deschêne, Jean-Paul    | - Morency, Jean-M.     |
| - Ferland, Gilles        | - Rondeau, Claude      |
| - Frumkin, Harvey        | - Sabourin, Diane      |
| - Hamelin, François      | - Tremblay, Denis      |
| - Ladouceur, André       |                        |

Any other person appointed by the national negotiating parties to act as single arbitrator.

9-2.03 If there is an agreement at the time of the preparation of the arbitration roll, each national negotiating party shall designate an assessor to assist the arbitrator and to represent it during the hearing of the grievance and the deliberations.

9-2.04 Upon his appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his honour, before a judge of the Superior Court, to perform his duties according to the law and to the provisions of the collective agreement.

9-2.04 (cont'd) Upon his appointment, each arbitrator shall take an oath or shall pledge on his honour, before the chief arbitrator, for the duration of this agreement, to render decisions in conformity with the law and with the provisions of the collective 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 and to the board. A copy of this acknowledgement, of the grievance and of the notice of arbitration shall be sent, without delay, to the national negotiating parties.)

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, taking into account the location from where the grievance is filed.

The records office shall notify the arbitrators, the assessors, if any, the parties concerned and the national negotiating parties.

9-2.07 For the purpose of applying clause 9-2.03, each national negotiating party shall communicate to the records office the name of an assessor of its choice for each arbitration appearing on the monthly arbitration roll within fifteen (15) days of the entering of the grievance on the arbitration roll.

9-2.08 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, if need be, the parties concerned and the national negotiating parties. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if need be.

9-2.09 In the case of the application of clause 9-2.03, if an assessor is not designated according to the original appointment procedure or if an assessor's vacancy is not filled before the date set for the hearing, the arbitrator may proceed or continue in his absence.

- 9-2.10 The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he deems appropriate.
- 9-2.11 At any time before the end of the hearings, each of the national negotiating party may intervene and make any representation to the arbitrator that it deems 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 provided he has given him an advance notice of ten (10) days.
- 9-2.14 The arbitrator must render his decision within the sixty (60) days that follow the date on which the grievance is taken under deliberation.

However, the decision shall not be null for the sole reason that it was rendered after the expiry of the said time limit.

Failure to render the decision within the time allotted may, at the request of either national negotiating party, be reason to remove the name of the arbitrator from the list of arbitrators, prepared in accordance with clause 9-2.02, unless there is a written agreement between the national negotiating parties to extend the time limit.

No request for the removal of the name of an arbitrator may be made if he has filed for signing, within the time allotted, the proposed decision with the records office.

- 9-2.15 a) The decision shall be justified and rendered in writing. It shall be signed by the arbitrator.
- Any assessor who disagrees with the decision or a part of it may submit notes attached to the decision.
- b) The arbitrator shall file the original copy of the decision with the records office and shall forward a copy to the two assessors, if any.
- c) The records office, under the responsibility of the arbitrator concerned, shall forward a copy of the said decision to the parties involved, to the national negotiating parties, and shall file two (2) certified copies with 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 on the adjudication of a grievance, subtract from, add to or modify the clauses of this agreement.

9-2.18 The arbitrator, eventually called upon to decide whether or not a grievance is well-founded with regard to a disciplinary measure, shall have the authority to uphold it, to alter it or to annul it. Any compensation must take into account the amounts earned by the said employee during the period for which he should not have been suspended or dismissed.

9-2.19 The chief arbitrator shall choose the chief records clerk.

9-2.20 The fees and the expenses of the chief arbitrator and the arbitrators, the expenses of the records office and the salaries of the records office personnel shall be borne by the Ministère.

The arbitration hearings and deliberations shall be held in rooms supplied without rental charge.

9-2.21 If one party requires the services of an official stenographer, the fees and expenses shall be borne by the party who requested the services. A copy of the transcript of the official stenographic notes shall be forwarded by the stenographer to the party requesting them at the latter's expense.

9-2.22 The arbitrator shall convey or otherwise serve any order, document or procedure issued by him or by the parties involved.

9-2.23 When an amount of money is allocated to an employee by the decision, the payment of interest at the rate provided for in the Labour Code may be ordered as of the date on which this amount is due.

If it is decided that a grievance is well-founded and if the parties do not agree on the amount to be paid, a simple notice addressed to the same arbitrator shall submit the disagreement to him for final decision. A copy of this notice shall be forwarded to the assessors, if applicable.

9-2.24 The plaintiff and the union representative shall be released from their work without loss of salary and without reimbursement for the arbitration sessions. Witnesses shall be released from their work for the time deemed necessary by the arbitrator and this, without loss of salary and without reimbursement. In the case of a collective grievance, only one plaintiff shall be released without loss of salary.

The employee concerned within the meaning of section 100.5 of the Labour Code shall be entitled to the maintenance of his salary, without reimbursement, for the time during which he is present at the hearing, where applicable. In this case, the board shall receive, prior to the hearing, a copy of the notice mentioned in section 100.5.

9-3.00 ACCELERATED ARBITRATION

9-3.01 The board and the union may agree to refer a grievance to accelerated arbitration in which case the provisions of this article shall apply.

9-3.02 A notice signed jointly by the authorized representatives of the parties to the effect that the grievance was referred to accelerated arbitration shall be forwarded to the records office at the same time as the arbitration notice or no later than seven (7) days prior to entering the grievance on the arbitration roll for hearing.

9-3.03 The grievance shall be heard by a single arbitrator whose name appears on the list in clause 9-2.02 and shall be given priority in the preparation of the arbitration roll following the receipt of the joint notice provided for in the preceding clause.

9-3.04 The hearing of a grievance subject to such a procedure cannot exceed one day. No document may be remitted to the arbitrator by the parties after the day of the hearing unless there is an agreement to the contrary between the parties at the time of the hearing. The arbitrator must ensure that the two (2) parties benefit from an equal period of time in which to proceed with their representations regarding the grievance. Any jurisprudence must be filed within five (5) workdays of the hearing date.

9-3.05 Any preliminary objection must be the subject of an immediate decision or be taken under reserve, such objection must not have the effect of delaying the hearing.

9-3.06 The arbitrator shall render his decision in writing within fifteen (15) days of the hearing.

9-3.06 (cont'd) The reasons for the decision shall be summarized and shall constitute a specific case.

9-3.07 The other provisions of this chapter shall apply to the accelerated arbitration procedure unless they are incompatible with those of this article.

~~9-4.00~~ DISAGREEMENT

9-4.01 Any disagreement, as defined in clause 1-2.09, which may arise during the life of this agreement, shall be referred to the Labour Relations Committee.



CHAPTER 10-0.00 EMPLOYEE WORKING WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES, EMPLOYEE WORKING IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD, EMPLOYEE WORKING IN A CAFETERIA AND PUPIL SUPERVISOR WHOSE POSITION INCLUDES A REGULAR WORKWEEK OF TEN (10) HOURS OR LESS

10-1.00 ADULT EDUCATION

10-1.01 Only the provisions of article 10-1.00 shall apply within the framework of adult education courses, under the jurisdiction of the board:

- a) the regular employee working in addition to or outside of the hours provided for in his schedule;
- b) the employee who, although not a regular employee of the board, is hired by the board to work exclusively therein.

This article shall not apply to the employee of the board working in the adult education department and who is required by the latter to carry out, in addition to or outside of the hours provided for in his schedule, work begun during his regular work period.

Moreover, the employee who has a regular employee status on the date of the signing of this collective agreement shall maintain his status and the rights attached thereto.

10-1.02 When the board organizes course sessions within the framework of adult education courses, it shall proceed, before each session, with a posting of at least five (5) workdays. Such posting shall indicate the duration of the session, the place of work, the class of employment and, for information purposes, the schedule and the number of hours for each position thus required.

The regular employee who applies shall undertake to accept to work the entire course session unless he is prevented from doing so for a valid reason and for short periods. The employee who refuses such engagement shall lose his rights for the current session.

10-1.03 In the case of the classes of employment of laboratory attendant, storekeeper and laboratory technician, the board shall first offer the work to the regular employees in each of these classes of employment who have applied. The application of this clause cannot result in the granting of overtime.

10-1.04 Sequence of Hiring

- a) Subject to clause 10-1.03, the board shall recall to work the employees referred to in paragraph b) of clause 10-1.01, who worked during the preceding session. This recall shall be carried out by building, class of employment and according to the duration of employment.
- b) Failing to fill the position according to paragraph a), the board shall call upon the regular employees who have worked during the preceding session; the application of this paragraph cannot result in the granting of overtime.
- c) Failing to fill the position according to paragraph b), the board shall call upon the person from the outside who has applied. The latter shall then be governed by this article.

Terms and Conditions

- d) The employee referred to in the preceding paragraph a) or c) shall maintain his right of recall for a period of eighteen (18) months following his layoff.

Moreover, for the purposes of calculating the duration of employment provided for in paragraph a), the latter shall not be computed prior to July 1, 1986.

- e) The board shall inform the union of the name of the candidates selected within ten (10) workdays of the selection of the candidates.

10-1.05 In addition to the provisions provided for in this article, the employees referred to in paragraph b) of clause 10-1.01 shall benefit from the following:

Article 1-1.00	Objective of the Agreement
Article 1-2.00	Definitions (for the provisions relevant to his status)
Article 2-1.00	Field of Application (for the provisions relevant to his status)
Article 2-2.00	Recognition
Article 3-4.00	Posting
Article 3-5.00	Union Meetings and Use of Board Premises for Union Purposes
Article 3-6.00	Union Dues
Article 3-7.00	Union Security
Article 3-8.00	Documentation

10-1.05 (cont'd)	Article 4-1.00	Labour Relations Committee
	Article 5-4.00	Parental Rights (according to the terms and conditions provided for in clause 10-1.07)
	Article 5-8.00	Civil Responsibility
	Clause 5-9.18	Work Accidents and Occupational Diseases
	Article 6-3.00	Salary
	Article 6-9.00	Payment of Salary
	Clauses 7-1.02	/Hiring (as regards his rights as a candidate
	7-1.03	/for a regular position)
	7-1.06	/
	Clause 8-2.06	Rest Period
	Article 8-5.00	Health and Safety
	Article 8-6.00	Clothing and Uniforms
	Article 9-1.00	Procedure for Settling Grievances
	Article 9-2.00	Arbitration
	Article 9-3.00	Accelerated Arbitration
	Article 9-4.00	Disagreement
	Article 11-2.00	Local Arrangements
	Article 11-3.00	Interpretation of Texts
	Article 11-4.00	Coming into Force of this Agreement
	Article 11-5.00	Respect for Human Rights and Freedoms
	Article 11-6.00	Appendices
	Article 11-7.00	Printing of the Agreement
	Appendix I	Salary Scales
	Appendix V	Classification of Certain Employees
	Appendix V A	Settlement of Disagreements
	Appendix VI	Grievances and Arbitrations Before the Date of Coming into Force of the Agreement
	Appendices XI A, XI B, XI C	MCSC (for the provisions relevant to his status)
	Appendices XII A,B	Parental Rights
	Appendix XIV	Integration and Transfer Norms
	Appendix XV	Equal Opportunity
	Appendix XVI	Letter of Agreement-Salary Structure
	Appendix XVII	Modification to the Classification Plan
	Appendix XIX	Letter of Government's Intention Regarding RREGOP

10-1.06 REMUNERATION

1. Such employee shall be remunerated for each hour worked at the hourly rate corresponding to the step which is closest to the average rate of the salary scale corresponding to the class of employment attributed to him. If the salary scale provides a single rate only, such employee shall be remunerated at this rate.

10-1.06  
(cont'd)

The salary rate that is applicable to him shall be increased by eleven per cent (11%) in lieu of all fringe benefits including the pension plan. As regards vacation, such employee shall be subject to the provisions of the applicable laws; at each pay period, he shall be paid the vacation benefit corresponding to this period.

If the employee already benefits from article 5-6.00 of this agreement, the rate of eleven per cent (11%) shall be increased to fifteen per cent (15%).

2. The regular employee who is called to carry out, within the framework of adult education courses, work corresponding to his class of employment, shall receive, for each hour worked, his basic hourly rate, the said rate increased by fifteen per cent (15%) in lieu of all fringe benefits and, in particular, vacation benefits if this rate is greater than that provided for in the preceding paragraph 1.
3. Notwithstanding the provisions contained in the preceding paragraphs, if an employee receives a remuneration which is higher than that provided for above by virtue of an agreement concluded between the union and the board, his remuneration shall be that paid on the date of the signing of this agreement and this, for as long as this remuneration remains higher.

10-1.07 PARENTAL RIGHTS

- a) The employee referred to in paragraph b) of clause 10-1.01, hired for a period of over six (6) consecutive months shall benefit from article 5-4.00 in the manner provided for in the following paragraphs.
- b) In order to be eligible for parental rights, the employee referred to above must have worked at the board for at least twenty (20) weeks during the twelve (12) months preceding the leave.
- c) The employee shall not be entitled to the following provisions: clause 5-4.14, the extension of the maternity leave, paternity leave or leave for adoption.
- d) The special leaves provided for in clause 5-4.19 A) shall be without salary subject to the exception made for the four (4) days with salary referred to in clause 5-4.20.
- e) The weekly salary of the employee concerned shall be the average weekly salary of the last five (5) months worked.

10-1.08 When a regular employee looks after, in addition to or outside of the hours provided for in his schedule, the preparation, cleaning or supervision of the school, during adult education courses, the provisions of the article "Loan and Rental of Rooms" shall apply.

10-1.09 Notwithstanding the provisions of this article, the board may use as a priority a support staff employee in surplus, covered or not by this agreement, to work within the framework of adult education courses.

The additional remuneration provided for in clause 10-1.06 shall not apply to this clause.

10-2.00 DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD

10-2.01 Only the provisions provided for in article 10-2.00 shall apply to all the employees working in a day care service under the aegis of a school board.

10-2.02 In addition to the provisions provided for in this article, these employees shall benefit from:

Article 1-1.00	Objective of the Agreement
Article 1-2.00	Definitions (for the provisions relevant to his status)
Article 2-1.00	Field of Application (for the provisions relevant to his status)
Article 2-2.00	Recognition
Article 3-4.00	Posting
Article 3-5.00	Union Meetings and Use of Board Premises for Union Purposes
Article 3-6.00	Union Dues
Article 3-7.00	Union Security
Article 3-8.00	Documentation
Article 4-1.00	Labour Relations Committee
Article 5-4.00	Parental Rights (according to the terms and conditions provided for in clause 10-2.04)
Article 5-8.00	Civil Responsibility
Clause 5-9.18	Work Accidents, and Occupational Diseases
Article 6-1.00	Classification Rules
Article 6-2.00	Determination of Step
Article 6-3.00	Salary
Article 6-4.00	Special Integration Rules
Article 6-9.00	Payment of Salary
Clauses 7-1.02	/Hiring (as regards his rights as a candidate
7-1.03	/for a regular position)
7-1.06	/

10-2.02 (cont'd)	Clause 8-2.06	Rest Period (at a time agreed to)
	Article 8-4.00	Disciplinary Measures
	Article 8-5.00	Health and Safety
	Article 8-6.00	Clothing and Uniforms
	Article 9-1.00	Procedure for Settling Grievances
	Article 9-2.00	Arbitration
	Article 9-3.00	Accelerated Arbitration
	Article 9-4.00	Disagreement
	Article 11-2.00	Local Arrangements
	Article 11-3.00	Interpretation of Texts
	Article 11-4.00	Coming into Force of this Agreement
	Article 11-5.00	Respect for Human Rights and Freedoms
	Article 11-6.00	Appendices
	Article 11-7.00	Printing of the Agreement
	Appendix I	Salary Scales
	Appendix V	Classification of Certain Employees
	Appendix V A	Settlement of Disagreements
	Appendix VI	Grievances and Arbitrations Before the Date of Coming into Force of the Agreement
	Appendix XI A,	MCSC (for the provisions relevant to his status)
	Appendices XII A,B	Parental Rights
	Appendix XIV	Integration and Transfer Norms
	Appendix XV	Equal Opportunity
	Appendix XVI	Letter of Agreement-Salary Structure
	Appendix XIX	Letter of Government's Intention Regarding RREGOP
	Appendix XXI	Letter of Agreement Concerning Day Care Centres

Notwithstanding the foregoing, article 8-4.00 shall apply to an employee after a period of sixty (60) days actually worked in the day care service. A minimal period of twenty (20) days actually worked among these sixty (60) days must, however, be situated after the date of the signing of this collective agreement.

10-2.03 Such employee shall be entitled to the salary rate which is applicable to him under articles 6-1.00, 6-2.00, 6-3.00 and 6-4.00.

The salary rate which is applicable to him shall be increased by eleven per cent (11%) in lieu of all fringe benefits including the pension plan with the exception of vacation. For the purposes of vacation, this employee shall also be entitled to an amount of eight per cent (8%) of the salary received, paid at each pay period.

10-2.04 PARENTAL RIGHTS

- a) The employee working in a day care service, except the employee hired as a replacement or for a surfeit of work, shall benefit from article 5-4.00 in a manner provided for in the following paragraphs.
- b) In order to be eligible for parental rights, the employee referred to above must have worked at the board for at least twenty (20) weeks during the twelve (12) months preceding the leave.
- c) The employee shall not be entitled to the following provisions: clause 5-4.14, the extension of the maternity leave, paternity leave or leave for adoption.
- d) The special leaves provided for in clause 5-4.19 A) shall be without salary subject to the exception made for the four (4) days with salary referred to in clause 5-4.20.
- e) The weekly salary of the employee concerned shall be the average weekly salary of the last five (5) months. The lay-off period shall not count in the calculation of the average salary.

10-2.05 At the time of a layoff, the board shall proceed by place of work, class of employment and according to the inverse order of their duration of employment.

In the case of recall, the board shall proceed first, by place of work, class of employment and according to the order of employment of its employees laid off for less than eighteen (18) months and, second, by class of employment and according to the duration of employment from a list at the level of the board and on which the board has registered the employees laid off for less than eighteen (18) months who have requested in writing to be registered on such list.

The board and the union may agree on other terms and conditions as regards the movement of personnel of such employees.

10-2.06 The employee who worked in a day care service under the aegis of a school board and who, upon the expiry of the former collective agreement, was a tenured employee shall maintain the status and the rights attached thereto insofar as there is no break in his employment ties since that date subject to the rights provided for such a status by the agreement.

10-3.00 THE EMPLOYEE WORKING IN A CAFETERIA AND THE PUPIL SUPERVISOR WHOSE POSITION INCLUDES A REGULAR WORKWEEK OF TEN (10) HOURS OR LESS

10-3.01 Only the provisions provided for in article 10-3.00 shall apply to the employees working in a cafeteria and the pupil supervisors hired after the date of the signing of the 1979-1982 agreement whose position includes a regular workweek of ten (10) hours or less.

The employee whose regular workweek is ten (10) hours or less, and who, on the date of the signing of the 1979-1982 agreement was not affected by the exception provided for in the second paragraph of clause 1-2.15 of the 1975-1979 collective agreement, shall maintain the status that he held by virtue of this former agreement and this, insofar as there has been no break in his employment ties since that date.

10-3.02 In addition to the provisions provided for in this article, the employee shall benefit from the following:

Article 1-1.00	Objective of the Agreement
Article 1-2.00	Definitions (for the provisions relevant to his status)
Article 2-1.00	Field of Application (for the provisions relevant to his status)
Article 2-2.00	Recognition
Article 3-4.00	Posting
Article 3-5.00	Union Meetings and Use of Board Premises for Union Purposes
Article 3-6.00	Union Dues
Article 3-7.00	Union Security
Article 3-8.00	Documentation
Article 4-1.00	Labour Relations Committee
Article 5-4.00	Parental Rights (according to the terms and conditions provided for in clause 10-3.04)
Article 5-8.00	Civil Responsibility
Clause 5-9.18	Work Accidents and Occupational Diseases
Article 6-1.00	Classification Rules
Article 6-2.00	Determination of Step
Article 6-3.00	Salary
Article 6-9.00	Payment of Salary
Clauses 7-1.02	/Hiring (as regards his rights as a candidate
7-1.03	/for a regular position)
7-1.06	/
Article 8-4.00	Disciplinary Measures
Article 8-5.00	Health and Safety
Article 8-6.00	Clothing and Uniforms



10-3.02 (cont'd)	Article 9-1.00	Procedure for Settling Grievances
	Article 9-2.00	Arbitration
	Article 9-3.00	Accelerated Arbitration
	Article 9-4.00	Disagreement
	Article 11-2.00	Local Arrangements
	Article 11-3.00	Interpretation of Texts
	Article 11-4.00	Coming into Force of this Agreement
	Article 11-5.00	Respect for Human Rights and Freedoms
	Article 11-6.00	Appendices
	Article 11-7.00	Printing of the Agreement
	Appendix I	Salary Scales
	Appendix V	Classification of Certain Employees
	Appendix V A	Settlement of Disagreements
	Appendix VI	Grievances and Arbitrations Before the Date of Coming into Force of the Agreement
	Appendices XI A, XI B	MCSC (for the provisions relevant to his status)
	Appendices XII A,B	Parental Rights
	Appendix XIV	Integration and Transfer Norms
	Appendix XV	Equal Opportunity
	Appendix XVI	Letter of Agreement-Salary Structure
	Appendix XIX	Letter of Government's Intention Regarding RREGOP

Notwithstanding the foregoing, article 8-4.00 shall apply to an employee after a period of sixty (60) days actually worked. A minimal period of twenty (20) days actually worked among the sixty (60) days must, however, be situated after the date of the signing of this agreement.

10-3.03 The pupil supervisor and the employee working in a cafeteria covered by this article shall be entitled to the salary rate which is applicable to them according to articles 6-1.00, 6-2.00 and 6-3.00.

The salary rate which is applicable to them shall be increased by eleven per cent (11%) in lieu of all fringe benefits, including the pension plan, with the exception of vacation. As regards vacation, such employee shall also be entitled to an amount of eight per cent (8%) of the salary received, paid at each pay period.

10-3.04 PARENTAL RIGHTS

a) The employee working in a cafeteria and a pupil supervisor covered by this article shall benefit from article 5-4.00 in the manner provided for in the following paragraphs.

10-3.04  
(cont'd)

- b) In order to be eligible for parental rights, the employee referred to above must have worked at the board at least twenty (20) weeks during the twelve (12) months preceding the leave.
- c) The employee shall not be entitled to the following provisions: clause 5-4.14, the extension of the maternity leave, paternity leave or leave for adoption.
- d) The special leaves provided for in clause 5-4.19 A) shall be without salary, subject to the exception made for the four (4) days with salary referred to in clause 5-4.20.
- e) The weekly salary of the employee concerned shall be the average weekly salary of the last five (5) months. The lay-off period shall not be taken into account in the calculation of the average salary.

10-3.05

At the time of the layoff, the board shall proceed by place of work, class of employment and according to the inverse order of the duration of employment.

In case of recall, the board shall proceed first by place of work, class of employment and according to the duration of employment of its employees laid off for less than eighteen (18) months.

The board and the union may agree on other terms and conditions.

CHAPTER 11-0.00 MISCELLANEOUS PROVISIONS

11-1.00 CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION

11-1.01 The union shall notify the board of its choice of a single savings institution or credit union for its members. It shall forward to the board a standard form authorizing deduction.

11-1.02 The board shall collaborate in facilitating the actual realization of such an initiative.

11-1.03 Thirty (30) days after this savings institution or credit union has forwarded the authorizations for deductions to the board, the latter shall deduct, from each salary payment of the employee who has signed such an authorization, the amount that he has indicated as a deduction for deposit with the said savings institution or credit union.

11-1.04 Thirty (30) days after a written notice to this effect by the employee, the board shall cease to deduct the employee's contribution to the savings institution or credit union.

11-1.05 The amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

11-1.06 The list of changes to be made in deductions shall be accepted only between October 1 and 31 and between February 1 and 28 of each year.

11-2.00 LOCAL ARRANGEMENTS

11-2.01 The articles or clauses specifically identified as such in this article may be replaced, within the framework of local arrangements, according to the following procedure.

The purpose of a local arrangement is to implement or replace a provision provided for in this agreement; however, in no case may such a local arrangement have the effect of limiting or restricting the scope of a right or benefit provided for in the collective agreement.

11-2.02 No local arrangement may directly or indirectly modify a provision of this agreement which cannot be the subject of a local arrangement.

11-2.03 As long as the board and the union have not replaced them by new provisions, established according to these stipulations, each corresponding former provision shall continue to apply.

11-2.04 The following articles or clauses may be the subject of a local arrangement:

- 3-1.00 Union Representation;
- 3-3.04 Amount to be Reimbursed, Part-time Union Leave;
- 3-4.00 Posting;
- 3-5.00 Union Meetings and Use of School Board Premises for Union Purposes;
- 3-6.00 Union Dues;
- 3-7.00 Union Security;
- 3-8.00 Documentation;
- 4-1.00 Labour Relations Committee;
- 5-1.01h) Acts of God;
- 5-2.02 Distribution of Paid Legal Holidays;
- 5-3.39 Balance of Redeemable Sick-leave Days;
- 5-6.00 Vacation (except quantum);
- 5-7.00 Training and Professional Improvement (except quantum);
- 5-8.00 Civil Responsibility;
- 5-9.15 Reintegration into a Suitable Position;
- 5-10.00 Leave without Salary;
- 6-5.00 Travel Expenses;
- 6-6.09 Different Terms and Conditions Concerning the Verification of Furnaces;
- 6-7.11/ Regional Disparities;  
6-7.15/
- 6-8.00 Loan and Rental of Rooms;
- 6-9.03 Payment of Salary;

- 11-2.04 (cont'd)
- 7-1.04 Eligibility List for Certain Classes of Employment;
  - 7-1.14 Request for Transfer;
  - 7-3.15 Definition of Locality and Establishment;
  - 7-3.21 Specific Rules;
  - 7-4.04 Reintegration of an Employee Suffering from a Permanent Partial Disability or a Physical Disability;
  - 7-5.00 Contracting Out;
  - 8-2.04 Number of Work Hours;
  - 8-2.07 /
  - 8-2.08 / Work Schedule;
  - 8-2.10 /
  - 8-3.00 Overtime (except quantum);
  - 8-4.00 Disciplinary Measures;
  - 8-5.00 Occupational Health and Safety;
  - 8-6.00 Clothing and Uniforms;
  - 8-7.06 Technological Changes;
  - 10-2.05 Day Care Service Under the Aegis of a School Board;
  - 10-3.05 Employees Working in a Cafeteria and Pupil Supervisor Working Ten (10) Hours or Less;
  - 11-1.00 Contribution to a Savings Institution or a Credit Union;
- 11-2.05 The board or the union may give a written notice of eight (8) days of its intention to meet the other party for the purposes of discussing the replacement of one or more provisions of this agreement which could be the subject of local arrangements and this, within the time limits specifically provided for, if any.
- 11-2.06 To be considered valid, an agreement must meet the following requirements:
- a) it must be concluded within a time limit of one hundred and twenty (120) days of the date of the coming into force of this agreement except for clauses 3-3.04, 5-2.02, 5-3.39, 5-9.15, 7-3.15A), 7-3.21, 7-4.04, 8-2.04, 8-2.07, 8-2.08, 8-7.06, 10-2.05 and 10-3.05. The parties may agree to extend this time limit;

- 11-2.06 (cont'd) b) it must be in writing;
- c) the board and the union must sign it through their authorized representatives;
- d) any article thus modified must appear in the agreement;
- e) it must be filed in accordance with the provisions of section 72 of the Labour Code;
- f) the effective date of application must be stipulated; it may in no case be prior to January 1, 1986 and, unless otherwise indicated, shall be valid for the life of this agreement.
- 11-2.07 No provision of this article may give rise to the right to strike or to lockout nor may it lead to a dispute as defined in the Labour Code.
- 11-2.08 Any local arrangement may be cancelled or replaced by a written agreement between the board and the union and it must fulfill the requirements of paragraphs b), c), d), e), and f) of clause 11-2.06.
- 11-2.09 At the union's request, the 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.
- 11-3.00 INTERPRETATION OF TEXTS
- 11-3.01 The French text shall constitute the official text of this collective agreement.
- 11-3.02 The national negotiating management party shall ensure the English translation of the official text of this agreement.
- 11-4.00 COMING INTO FORCE OF THIS AGREEMENT
- 11-4.01 This agreement shall come into force on the date it is signed and shall not have any retroactive effect except clause 11-4.07.
- 11-4.02 This agreement shall expire on December 31, 1988.

11-4.02 However, the working conditions provided for in this agreement (cont'd) shall continue to apply until the signing of a new agreement.

11-4.03 For the employees in the employ of the board on the date this agreement is signed, the amounts resulting from the application of clause 11-4.07 shall be paid within sixty (60) days of that date.

11-4.04 For the employees in the employ of the board, between January 1, 1986 and the date of the signing of this agreement and who are no longer employed at that date, the board shall provide the union with a list of such employees along with the last known address, within sixty (60) days of the signing of this agreement.

The employee concerned must submit a written request to this effect to the board within sixty (60) days after the union receives 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 11-4.07, shall be payable within ninety (90) days after the union receives the list of such employees.

11-4.05 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.

11-4.06 Unless there are specific stipulations to the contrary, this agreement shall replace every collective agreement previously concluded between the board and the union.

11-4.07 Retroactivity

The employee in the employ of the board between January 1, 1986 and the date of the signing of this agreement shall be entitled, as retroactivity, to an amount equal to the difference, if it is positive, between the salary, or, as the case may be, the amount to which he would have been entitled taking into account his active service or the number of hours paid during this period by virtue of the following provisions:

5-3.31 A), 5-3.46, 5-4.10, 5-4.11, 5-4.21, 5-4.23, 5-4.24, 5-4.25, 5-9.07, 6-1.00, 6-2.00, 6-3.00, 6-4.00, 6-6.00, 6-7.00, 6-8.00, 8-3.00, 10-1.06, 10-2.03, 10-3.03, 11-2.06 f), clause .04 of section 1 of Appendix III,

and

the amounts already paid by the board in this respect between January 1, 1986 and the date of the signing of this agreement.

11-5.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS

11-5.01 The board and the union shall recognize every employee's right to exercise, in complete equality, the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., Chapter C-12).

The board expressly agrees to respect, in its actions, 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.

11-5.02 There will be no threat, constraint, discrimination or reprisal against an employee because he is exercising a right that is granted to him under this agreement or by law.

11-5.03 Sexual harassment is a form of discrimination based on sex which is defined as imposed or unwanted sexual advances which may take the form of verbal or nonverbal sollicitation.

11-5.04 The parties shall not publish or distribute posters, notices or pamphlets of a sexist nature.

11-6.00 APPENDICES

11-6.01 The appendices shall be an integral part of this agreement.

11-7.00 PRINTING OF THE AGREEMENT

11-7.01 The national negotiating management group shall print the text of this agreement in a single format as quickly as possible after its coming into force, and shall make a copy available to each employee as well as a sufficient number of copies for the union. The management group shall do the same for the classification plans.

11-7.02 The English translation of the official text shall also be available to the employees and unions concerned.

11-7.03 The time limits provided for in the grievance procedure shall be extended until such time as the national negotiating union group receives copies of this agreement in a quantity sufficient for its members.



IN WITNESS WHEREOF, the parties have signed in Montréal, on this 10th day of April 1987.

FOR THE MANAGEMENT NEGOTIATING COMMITTEE FOR THE SCHOOL BOARDS FOR CATHOLICS, CATHOLIC CONFESSONAL SCHOOL BOARDS AND CORPORATIONS OF SCHOOL TRUSTEES FOR CATHOLICS

FOR THE FÉDÉRATION DES EMPLOYÉES ET EMPLOYÉS DE SERVICES PUBLICS INC. (CSN)

(signed) Roger Carette  
Roger Carette, President

(signed) Ginette Guérin  
Ginette Guérin, President  
Secteur soutien scolaire

(signed) Michel Bergeron  
Michel Bergeron, Vice-President

(signed) René Courteau  
René Courteau, Secretary  
Secteur soutien scolaire

(signed) Gabriel Légaré  
Gabriel Légaré, President  
Fédération des commissions  
scolaires catholiques du Québec

(signed) Monique Richard  
Monique Richard, Spokesperson

(signed) Claude Ryan  
Claude Ryan,  
Ministre de l'Éducation

(signed) Clermont Provencher  
Clermont Provencher, Negotiator

(signed) Hilaire Rochefort  
Hilaire Rochefort, Negotiator

(signed) Gilles Filion  
Gilles Filion, Spokesperson

APPENDIX I

SUPPORT STAFF EMPLOYEES

Hourly Salary Rates and Scales 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

**NOTE:** The working hours are those provided for hereinafter, unless there are provisions to the contrary in the collective agreement.

HOURLY SALARY RATES AND SCALES

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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		
<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	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

<u>CLASSES</u>	<u>Audiovisual Technician</u> <u>Documentation Technician</u> <u>Braille Technician</u> <u>Recreational Activities Technician</u> <u>Psychometry Technician</u>		
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	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  
 Electronics 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

CLASS      Laboratory Attendant

Week:      35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to <u>86-12-31</u>	to <u>87-12-31</u>	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

CLASS      Draftsman

Week:      35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to <u>86-12-31</u>	to <u>87-12-31</u>	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

CLASS Nurse's Aid

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	9,43	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

CLASS School Transportation Inspector

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	9,50	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

CLASS Data Processing Operator, class I

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to <u>86-12-31</u>	to <u>87-12-31</u>	to <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

CLASS Data Processing Operator, principal class

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to <u>86-12-31</u>	to <u>87-12-31</u>	to <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

CLASS Photographer

Week: 35 hours

STEPS	86-01-01	87-01-01	88-01-01
	to <u>86-12-31</u>	to <u>87-12-31</u>	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	9,81	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

CLASSES      Student Supervisor  
Swimming Pool Supervisor

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	9,43	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

CLASS Storekeeper, 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	9,08	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

CLASS Storekeeper, 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	9,77	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

CLASS Storekeeper, 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	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 <u>86-12-31</u>	to <u>87-12-31</u>	to <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 h 45 min.

<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>
		\$	\$	\$
<b>Trade Apprentice:</b>				
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
<b>Bricklayer-Mason:</b>				
		12,16	12,65	13,27
<b>Cabinetmaker:</b>				
		12,87	13,38	14,04
<b>Electrician:</b>				
		13,38	13,92	14,60
<b>Master Electrician:</b>				
		14,24	14,81	15,52
<b>Metal Worker-Roofer:</b>				
		12,16	12,65	13,27
<b>Mechanic, class II:</b>				
		12,44	12,94	13,58
<b>Mechanic, class I:</b>				
		12,97	13,49	14,15
<b>Office Equipment Mechanic:</b>				
		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> <u>to</u> <u>86-12-31</u>	<u>87-01-01</u> <u>to</u> <u>87-12-31</u>	<u>88-01-01</u> <u>to</u> <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 h 45 min.

<u>CLASSES</u>	<u>86-01-01</u> <u>to</u> <u>86-12-31</u>	<u>87-01-01</u> <u>to</u> <u>87-12-31</u>	<u>88-01-01</u> <u>to</u> <u>88-12-31</u>
	\$	\$	\$
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> <u>to</u> <u>86-12-31</u>	<u>87-01-01</u> <u>to</u> <u>87-12-31</u>	<u>88-01-01</u> <u>to</u> <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 <sup>2</sup> ):	10,97	11,41	11,98
Caretaker (9 275 m <sup>2</sup> or more):	12,10	12,58	13,20
Night Caretaker (less than 9 275 m <sup>2</sup> ):	10,69	11,12	11,68
Night Caretaker (9 275 m <sup>2</sup> 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 II

MOVING EXPENSES

1. The provisions of this appendix aim to determine that to which the employee, who can benefit from a reimbursement of his 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 reimburse, 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 II**  
**(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 sublease 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 II  
(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 lease. 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 II  
(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 III

Section 1

Special Provisions

at the

Montreal Catholic School Commission (MCSC)

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Special Classes of Employment

01. The following classes of employment shall be in effect at the MCSC exclusively.

- |                                 |                              |
|---------------------------------|------------------------------|
| - Buyer, principal class        | - Caretaker Helper/lead hand |
| - Mechanic's Helper             | - Painter/lead hand          |
| - Labourer-Greaser              | - Labourer/lead hand         |
| - Blinds Manufacturer Attendant | - Carpenter/lead hand        |
| - Binder Technician             |                              |
| - Electrician/lead hand         |                              |

02. The provisions of articles 6-1.00, 6-2.00 and 6-3.00 of the agreement shall apply to the employee who holds one of these classes of employment for the purposes of determining the applicable salary rate.

03. The applicable salary scales are those found in section II of this appendix.

Special Premium

04. The hourly premium for the "small van attendant" other than the driver and the driver's helper shall be the following:

- As of January 1, 1986 to December 31, 1986: \$0.13/per hour  
As of January 1, 1987 to December 31, 1988: \$0.14/per hour

APPENDIX III (cont'd)

CLASS Buyer, principal class (MCSC)

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	13,22	13,75	14,42
02	13,64	14,19	14,88
03	14,06	14,62	15,33
04	14,50	15,08	15,81
05	14,96	15,56	16,31
06	15,42	16,04	16,81
07	15,93	16,57	17,36

APPENDIX III (cont'd)

CLASS Binder Technician (MCSC)\*

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

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\* This classification and corresponding salary scale shall apply only to the employees who are already classified at the time of the coming into force of the collective agreement and this, as long as they continue to occupy the position of binder technician. Within this framework, they shall also apply to the commission scolaire Thetford Mines and to the commission scolaire de l'Industrie.



APPENDIX III (cont'd)

<u>CLASSES</u>	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>
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Week: 38 hours 45 min.

	\$	\$	\$
Mechanic's Helper (MCSC):	10,97	11,41	11,98
Labourer-Greaser (MCSC):	10,51	10,94	11,49
Blinds Manufacturer Attendant (MCSC):	10,51	10,94	11,49
Caretaker Helper/lead hand (MCSC) Labourer/lead hand (MCSC):	10,68	11,11	11,67
Carpenter/lead hand (MCSC):	12,83	13,34	13,99
Painter/lead hand (MCSC):	12,51	13,01	13,65
Electrician/lead hand (MCSC):	14,07	14,63	15,34

APPENDIX IV

Subject: Union Releases to Prepare  
and Negotiate the Next  
Collective Agreement

At the written request of the union sent to the board at least fifteen (15) days in advance, the employee member of the national negotiating committee for the union shall be released without loss of salary in order to prepare and negotiate the next collective agreement.

The terms and conditions of the release of the union representatives as well as the methods of reimbursement, if need be, shall be studied and determined by the national negotiating parties.

APPENDIX V

Subject: Classification of Certain Employees

This appendix 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 this case, the board shall send the employee 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 has been confirmed and who claims that the duties that he is required to perform principally and customarily by the board correspond to a different class of employment may lodge a grievance within ninety (90) days of his notice of classification.

In the case of arbitration, clauses 6-1.16 and 6-1.17 shall apply.

The employee may also lodge a grievance within ninety (90) days of his classification notice, according to the regular procedure, as regards the salary rate or step attributed to him.

A decision taken by virtue of this appendix shall have a retroactive effect to the certification date. If the latter is later than December 31, 1985, the classification rules provided for in this agreement shall apply. If the certification date is prior to January 1, 1986, the salary scales applicable were those in force for each year of the agreement ending December 31, 1985.

APPENDIX V A

**Subject: Settlement of Disagreements**

Notwithstanding article 9-4.00 of this agreement, the provisions contained in the collective agreements existing prior to October 15, 1972 concerning the settlement of disagreements shall be maintained for the duration of this agreement.

APPENDIX VI

Subject: Grievances and Arbitrations  
before the Coming into Force  
of the Agreement

Any grievance as well as any notice of appeal which arose before the coming into force of this agreement shall be settled according to the former agreement. Such grievances or notices of appeal shall be heard before any of the arbitrators appointed by virtue of clause 9-2.02 or 6-1.16, as the case may be, or before any person specifically appointed by the national negotiating parties.

However, in the case of grievances referred to in the collective agreements prior to that applicable in 1983-1985, such grievances may be heard before a single arbitrator appointed by virtue of clause 9-2.02 or 6-1.16 of this agreement according to the appointment procedures provided for herein.

APPENDIX VII A

Subject: Social Leave Plan for the  
Québec Catholic School  
Commission

Notwithstanding the provisions of article 5-1.00 of this agreement, every full-time employee in the Québec Catholic School Commission shall benefit from the social leave plan applicable by virtue of the former agreement. The part-time employee shall benefit from this plan on a pro-rated basis. If an employee is hired during a fiscal year, the number of days of social leaves to which he is entitled shall be established in proportion to the number of complete months worked during this fiscal year.

However, the employee who renounces the special sick-leave plan described in clause 5-3.46 shall benefit, as of July 1, 1987, from the special leave plan described in article 5-1.00.

APPENDIX VII B

Subject: Social Leave Plan for the  
Montréal Catholic School  
Commission

Notwithstanding the provisions of article 5-1.00 of this agreement, the employees of the Montreal Catholic School Commission shall continue to benefit, for the duration of this agreement, from the social leave plan from which they benefitted by virtue of the former collective agreement and this, under the same conditions.

However, the employee who renounces the special sick-leave plan described in clause 5-3.46 shall benefit, as of July 1, 1987, from the special leave plan described in article 5-1.00.

APPENDIX VIII

Subject: Change from evening shift to day shift for certain employees who are members of the MCSC Employees National Union and who perform certain union duties

The employee who is a member of the MCSC Employees National Union and who is designated as an officer of the association, a member of the association's grievance committee, a member of the labour council or a delegate of the Conseil central of the CSN of the said association and who is working on an evening shift, may, after having obtained permission, reschedule his work shift in order to attend a meeting of the union's executive, of the association's grievance committee, the labour council of the association or of the Conseil central of the CSN when such a meeting coincides with his evening shift. In this case, the employee, working a night shift, will be subject to the day work schedule and this, solely for and during the same day on which one of the meetings provided for above is held.

Such employee who is permitted to reschedule his shift shall not be entitled to any additional remuneration on this account.

The MCSC Employees National Union shall undertake to forward on the date of the coming into force of this agreement as well as every year a list of the employees designated as officers of the union, the members of the association's grievance committee, members of the labour council and the delegates of the said association to the Conseil central of the CSN, failing which the board may refuse any authorization requested by virtue of this appendix. The board must also be informed of any change made to the said list during a given year.



APPENDIX IX

Subject: Paid Legal Holidays

1. MCSC:

For the purposes of applying the first paragraph of clause 5-2.03 of this agreement and this, for its duration, the number of paid legal holidays that shall be added to that provided for in clause 5-2.01 shall be two (2) for the MCSC.

2. Amos, Quévillon, Barraute-Senneterre:

For the purposes of applying the first paragraph of clause 5-2.03 of this agreement and this, for its duration, the number of paid legal holidays that shall be added to that provided for in clause 5-2.01 shall be three (3) for the existing and future employees affected by the certification in force at the Harricana Regional School Board at the time of the transfer of the support employees on July 1, 1986 to the new school boards, namely: Amos, Quévillon and Barraute-Senneterre.

APPENDIX X

Subject: Relocation

The parties to this agreement shall form a parity committee within sixty (60) days of the coming into force of this appendix. The committee's mandate shall be:

- 1- To study the cases of employees who would be relocated obligatorily for a second time following the application of clause 7-3.14. Within this framework, the committee shall ensure that the employee concerned is not obliged to move away at too great a distance from the place of work of his first placement in surplus.
- 2- To study the particular cases of employees being relocated within a radius of fifty (50) kilometres. These cases may include in particular:
  - the travelling time of the employee,
  - the obligation to cross two (2) bridges in the case of the Island of Montreal,
  - the employee's place of residence.
- 3- The said committee shall be comprised of four (4) members:
  - two (2) representatives appointed by the national negotiating union party,
  - two (2) representatives appointed by the national negotiating management party.
- 4- Moreover, the committee may study any other problem concerning the relocation of employees in surplus which could arise during the agreement.

The Regional Placement Bureau must apply the unanimous recommendations of the members of the committee certified in writing concerning the cases mentioned above.

Article 3-2.00 of this agreement shall apply to the union representatives members of this committee.

APPENDIX XI A

Subject: Special Working Conditions  
at the MCSC

The document entitled *Conditions de travail particulières des personnes salariées couvertes par le certificat d'accréditation de l'Association Professionnelle du Personnel Administratif de la CECM* and dated April 10, 1987 shall constitute, for the subjects covered therein, the special working conditions in force at the MCSC for the duration of this agreement.

APPENDIX XI B

Subject: Special Working Conditions  
at the MCSC

The document entitled **Conditions de travail particulières des personnes salariées couvertes par le certificat d'accréditation du Syndicat National des Employés de la CECM** dated April 7, 1987 shall constitute, for the subjects covered therein, the special working conditions in force at the MCSC for the duration of this agreement.

APPENDIX XI C

Subject: Special Working Conditions  
at the MCSC

The document entitled **Conditions de travail particulières des personnes salariées couvertes par le certificat d'accréditation de l'Association des Concierges des Écoles du District de Montréal Inc.** and dated April 7, 1987 shall constitute, for the subjects covered therein, the special working conditions in force at the MCSC for the duration of this agreement.

APPENDIX XII A

Subject: Parental Rights

The government shall undertake to guarantee that, as of the coming into force of this collective agreement, the employee on maternity leave may receive during such leave the compensation or partial compensation payable by the employer by virtue of Section II regardless of the modifications to the unemployment insurance eligibility criteria which could arise after the coming into force of this agreement but on the condition that the foregoing be admissible under the Supplementary Unemployment Benefits Plan.

Moreover, the parties shall meet to discuss any problem which could arise in one or the other of the following cases:

- 1) if EIC has additional requirements as to the final written authorization which would permit the registering of the plan as supplementary unemployment benefits;
- 11) if, thereafter, EIC modifies its requirements during the life of the collective agreement.

It is understood that such discussions shall not constitute a reopening of the agreement.

Article 3-2.00 of this agreement shall apply to the union representatives if the meetings take place as provided for above.

APPENDIX XII B

Subject: Visual - Display Terminals  
(Letter of Agreement between  
the Government and the CSN)

The Government and the CSN shall undertake to submit a joint request to the Institut de recherche en santé et sécurité du travail du Québec (IRSST) in order to obtain a report on the shielding of visual-display terminals and this, within six (6) months.

Subsequently, the parties shall discuss the measures to be taken as a result of such report particularly the modifications to be made to the equipment, where applicable, and the measures to be taken to encourage the implementation of such modifications.

APPENDIX XIII

Sabbatical Leave with Deferred Salary Plan

CONTRACT SIGNED

BETWEEN

\_\_\_\_\_ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HEREINAFTER CALLED THE EMPLOYEE



Appendix XIII  
(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 collective 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 collective agreement.

(The percentage applicable is indicated in clause 5-11.04 of the collective agreement).

Appendix XIII

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 pay 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 collective 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. The vacation deemed used during the sabbatical leave shall be in proportion to the duration of the leave.
- 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 collective agreement which are compatible 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 XIII  
(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 the sabbatical leave (salary paid in excess).

The employee shall reimburse\* the board an amount equal to the difference between the salary received during the term of execution of 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 the sabbatical leave (salary not paid).

The board shall reimburse the employee, for the term of execution of the contract, an amount equal to the difference between the salary to which he would have been entitled under the 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.

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

Appendix XIII  
(cont'd)

VI- Layoff or Dismissal of the 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 the 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 XIII  
(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 XIII  
(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 XIII  
(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 XIV

Subject: Transfer and Integration  
Norms

The residual effects of the agreements signed on February 18, 1985 and December 17, 1985 by the national parties concerning the transfer and integration norms applicable to support staff on July 1, 1985 and July 1, 1986 respectively shall form an integral part of this collective agreement. Thus, the right to return provided therein shall be exercised within the framework of clause 7-1.02 a) of this agreement.

The agreements signed on February 25, 1987 and March 11, 1987 by the national parties concerning the transfer and integration norms applicable to support staff on July 1, 1987 and to the support staff of the region of Haut St-Maurice on July 1, 1987 respectively shall form an integral part of this collective agreement. Moreover, the parties agree that they shall constitute an agreement by virtue of clause 2-2.04 of this collective agreement and, subsequently, the said agreements shall apply and shall be interpreted in relation to the provisions of this collective agreement.



APPENDIX XV

Subject: Equal Opportunity

Within sixty (60) days of the request made to this effect, the national negotiating parties shall set up a parity committee composed of two (2) representatives of each party.

The committee shall analyse and take stock of the staff and prepare, if need be, an equal opportunity program as well as the means of implementation of the program.

The committee shall submit a report and recommendations to the national negotiating parties within six (6) months of its creation.

Article 3-2.00 of this agreement shall apply to the union representatives members of the committee.

APPENDIX XVI

Subject: Letter of Agreement between  
the Government and the CSN  
on the Salary Structure

Taking into account the questions raised concerning the comparability of salaries in the public and parapublic sectors, the parties agree to:

- 1- begin negotiations six (6) months prior to the time limit foreseen for the renewal of the collective agreements dealing with the comparability of salaries;
- 2- within this framework, study and negotiate as a priority the relative value of positions held predominately by women in the public and parapublic sectors;
- 3- these preliminary negotiations shall not have the effect of modifying the other time limits relating to the negotiation process.

APPENDIX XVII

Subject: Modification to the Classification Plan.

- 1- The classes of employment of stationary engineer V and VI are abolished. The employees who hold one of these abolished classes of employment on the date of the signing of this agreement shall be reclassified in the class of employment of stationary engineer class IV as of the date on which this agreement is signed.

Moreover, every employee who holds on the date of the signing of the agreement or held between January 1, 1986 and the date of the signing of this agreement one of these abolished classes of employment shall be entitled to retroactivity by virtue of the provisions of article 11-4.00 according to the salary rate provided for in the class of employment of stationary engineer class IV for the period concerned.

- 2- a) The employees whose principal and customary duties consist in repairing metal lockers shall be reclassified in the class of employment of maintenance workman class I as of the date on which this agreement is signed.

Moreover, every employee who principally and customarily performs such duties on the date of the signing of this agreement or performed such duties between January 1, 1986 and the date of the signing of this agreement shall be entitled to retroactivity by virtue of the provisions of article 11-4.00 according to the salary rate provided for in the class of employment of maintenance workman class I for the period concerned.

- b) Following the modifications to the classification plan, clause 6-1.04 shall apply to the assignment of one or the other of the following classes of employment on the date of the signing of this agreement:

- documentation technician;
- electronics technician;
- data processing technician.

- c) The employee who feels that his classification should have been revised by virtue of the preceding paragraph a) or b) may submit a grievance to this effect within ninety (90) days of his classification grievance. This grievance may also be lodged by the union.

APPENDIX XVII  
2- c) (cont'd)

The employee or union must try to expound the reasons for the disagreement. The board shall communicate its reply to the employee within thirty (30) workdays of the receipt of the grievance and a copy thereof shall be sent to the union.

In the event of an unsatisfactory reply on the part of the board, the grievance may be submitted to arbitration within a maximum time limit of fifty (50) workdays as of its filing. Failing a reply on the part of the board, the grievance may be submitted to arbitration within the same time limit and clause 6-1.16 shall apply. Notwithstanding the foregoing, the notice of arbitration may be forwarded at the same time as the notice of grievance.

In this case, the arbitrator shall determine whether or not the class of employment which is the subject of the grievance shall be assigned to the employee.

APPENDIX XVIII

Subject: Premiums excluding premiums related to regional disparities

The premiums for responsibility which are found in clauses 6-6.02 and 6-8.01 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 twelve (12)-month period preceding January 1, 1988 according to the following formula:

[CPI - 4,25%], where

$$\text{CPI} = \left[ \frac{\text{CPI of December 1987} - \text{CPI of December 1986}}{\text{CPI of December 1986}} \right]^{(1)} \times 100$$

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. These rates shall replace, where applicable, those provided for in clauses 6-6.02 and 6-8.01 for the corresponding period.

- 
- (1) When, in the quotient obtained, the decimal point is followed by five (5) numbers, the fifth (5th) number is dropped if it is less than five (5), or if the fifth (5th) number is equal to or greater than five (5), the fourth (4th) number is brought to the next higher number and the fifth (5th) number is dropped.

APPENDIX XIX

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:

- a) students;
- b) trainees;
- c) persons on contract;
- d) persons paid on a sessional basis or paid a fee for service;
- e) salaried students;
- f) 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.

Appendix XIX  
(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); plus

Appendix XIX  
(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.



Appendix XIX  
(cont'd)

- 2.03 I) 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 pay 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 benefitting 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.

Appendix XIX  
(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 paragraph 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.

Appendix XIX  
(cont'd)

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:

- 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 those years and parts thereof prior to January 1, 1968, which were reimbursed following a termination of employment by reason of marriage, maternity or adoption during the year preceding or 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.

Appendix XIX  
(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.

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-RRR-RRF at the time of the request for repurchase. There is no time limit in which to submit a request.

Appendix XIX  
(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.

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.

Appendix XIX  
(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:
  - 1) sixty-five (65) years of age less the age of the person at the date of retirement
  - or, as the case may be,
  - 2) 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.

Appendix XIX  
(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.

Appendix XIX  
(cont'd)

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



Appendix XIX  
(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 XX

Subject: Letter of Agreement between  
the Government and the CSN -  
Regional Disparities and  
Retention Premium

The parties agree to form a working committee comprised of ten (10) members (five (5) management representatives and five (5) union representatives) mandated to study the following dossiers as a priority and in the order prescribed:

1. Study the lodging situation and make prior to May 1, 1987 recommendations to the parties regarding the most pressing problems which would have been identified. The government shall undertake to implement the unanimous recommendations of the committee as quickly as possible.
2. Continue the identification and study of the other problems related to lodging.
3. a) Agree on an analytical grid which permits the evaluation of each of the localities presently referred to in the chapter on regional disparities. This evaluation shall determine which localities belong to one of the five (5) existing sectors: it shall take elements such as the following into account:
  - nature of services available on location;
  - isolation;
  - accessibility;
  - provisions: general conditions and local sources;
  - weather conditions;
  - quality of services;
  - services not available and cost of services;
  - cost of living.
- b) Proceed first with the evaluation of the localities of UMIUJAQ and SCHEFFERVILLE.
- c) The union and management groups agree to make the results of the evaluation of the localities of UMIUJAQ and SCHEFFERVILLE retroactive to January 1, 1986.

**APPENDIX XX**  
**(cont'd)**

4. Study the relevance of maintaining the retention premium plan for the school municipalities of Sept-Iles (including Clarke City) and Port Cartier for employees engaged after December 31, 1988.
5. Examine the subject of outings for the native employees.
6. The committee shall prepare its final report by December 31, 1987.
7. The government shall assume the costs of the committee's secretariat as well as the costs of the union releases including the isolation and remoteness premium of the union representatives who are members of the committee.

APPENDIX XXI

Subject: Letter of Agreement concerning Day Care Centres between the Government and the CSN

The parties agree as follows:

- 1- A meeting with the Ministre de la condition féminine and the first vice-president of the CSN shall take place as quickly as possible.
- 2- They may, after agreement, call on any person deemed useful for this dossier.
- 3- Such a meeting should make it possible to determine the appropriate locations where the union groups of the CSN may discuss and negotiate the following subjects:
  - training of day care centre educators;
  - group insurance plan;
  - maternity leaves.
- 4- Such a meeting should also allow to discuss (without negotiating) the educator/pupil ratios.

APPENDIX XXII

Subject: Letter of Agreement concerning the Early Retirement Program

The parties agree as follows:

- 1- The early retirement program is not a means to accelerate the measures for the reduction of staff in the public and parapublic sectors and must, as much as possible, promote the employment of young people.
- 2- The national negotiating parties agree to set up a sectorial committee within five (5) days of the signing of the collective agreement. If the parties concerned agree, the sectorial committees may merge.
- 3- A) This or these sectorial committee(s), in collaboration with the employers and unions, will discuss and propose means to promote the realization of the objective established in paragraph 1.  
B) To this effect, a joint report shall be filed on May 31, 1987 containing, where applicable, the unanimous recommendations.
- 4- A) Subsequently, the national negotiating parties shall discuss and agree on means which are likely to meet the objectives described in paragraph 1 and this, by June 30, 1987 or at a later date, if the parties concerned agree.  
B) Every written agreement signed by the parties resulting from such discussions shall constitute amendments to the collective agreements in force on the date of the agreement.

Article 3-2.00 of this agreement shall apply to union representatives members of the committee.

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