



COLLECTIVE AGREEMENT BINDING

THE EMPLOYER BARGAINING COMMITTEE
OF THE KATIVIK SCHOOL BOARD AND
THE KATIVIK SCHOOL BOARD

AND

THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC AND THE
ASSOCIATION DE L'ENSEIGNEMENT DU NOUVEAU-QUÉBEC
ON BEHALF OF THE SUPPORT STAFF EMPLOYEES WHOM
THEY REPRESENT

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BINDING

ON THE ONE HAND

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THE KATIVIK SCHOOL BOARD AND THE KATIVIK
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THE CENTRALE DE L'ENSEIGNEMENT
DU QUÉBEC AND THE ASSOCIATION
DE L'ENSEIGNEMENT DU NOUVEAU-QUÉBEC
ON BEHALF OF THE SUPPORT STAFF EMPLOYEES
WHOM THEY REPRESENT

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

1-1.00 OBJECTIVE OF THE AGREEMENT

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

1-2.00 DEFINITIONS

Unless the context indicates otherwise, for purposes of applying the agreement, the words, terms and expressions which are defined hereafter shall have the meaning 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 NATIONAL PLACEMENT BUREAU

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

1-2.04 REGIONAL PLACEMENT BUREAU

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

1-2.05 CENTRALE

Centrale de l'enseignement du Québec (CEQ).

1-2.06 CLASS OF EMPLOYMENT

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

1-2.07 CLASSIFICATION

Assignment to an employee of a class of employment and, if any, a step in the salary scale applicable to him or her, the foregoing in accordance with the agreement.

1-2.08 BOARD

The Kativik School Board.

1-2.09 AGREEMENT

The present agreement.

1-2.10 JAMES BAY AND NORTHERN QUÉBEC AGREEMENT

The James Bay and Northern Québec Agreement signed on November 11, 1975 by the Government of Québec, the James Bay Energy Corporation, the James Bay Development Corporation, Hydro-Québec, the Grand Council of the Crees (of Québec), the Northern Québec Inuit Association, the Crees of James Bay, the Inuit of Québec, the Inuit of Port Burwell and the Government of Canada, as approved by the Parliament of Canada and the National Assembly of Québec and as modified subsequently including all of the complementary agreements to the James Bay and Northern Québec Agreement.

1-2.11 MANAGEMENT COMMITTEE (CPNCSK)

The Management Negotiating Committee for the Kativik School Board established by virtue of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., Chapter R-8.2).

1-2.12 FÉDÉRATION

Fédération des commissions scolaires du Québec (F.C.S.Q.).

1-2.13 GRIEVANCE

Any disagreement regarding the interpretation or application of the agreement.

1-2.14 DISAGREEMENT

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

1-2.15 MINISTÈRE

Ministère de l'Éducation du Québec (MEQ).

1-2.16 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.

1-2.17 NUNAVIK

The territory served by the Board, that is, the Inuit communities of Northern Québec situated north of the 55th parallel including the community of Kuujjuaraapik.

1-2.18 NEGOTIATING PARTIES

A) Management group: The Management Negotiating Committee for the Kativik School Board (CPNCSK) and the Kativik School Board

B) Union group: The Centrale de l'enseignement du Québec (CEQ), represented by its bargaining agent, the Fédération du personnel de soutien (FPS).

1-2.19 PROBATION PERIOD

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

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

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

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

1-2.20 CLASSIFICATION PLAN

The Classification Plan prepared by the Fédération des commissions scolaires du Québec and the Ministère, after consultation with the union group, for the "categories of employment of technical support, administrative support and manual support staff", December 18, 1989 edition (modified November 10, 1993) and any modification or new classes which could be added during the life of the agreement.

1-2.21 POSITION

Specific assignment of an employee for the performance of duties assigned to him or her by the Board.

Subject to the provisions of article 7-3.00, every employee holds a position with the exception of a temporary employee and the employees referred to in Chapter 12-0.00 who do not hold positions.

1-2.22 FULL-TIME POSITION

Position whose weekly working hours are equal to or greater than seventy-five percent (75%) of the duration of the regular workweek.

1-2.23 PART-TIME POSITION

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

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

1-2.24 PROMOTION

Movement of an employee to another position in another class of employment in which the maximum of the salary scale is higher than that of the class of employment he or she is leaving or in the case of 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 or she is leaving.

1-2.25 SCHOOL REGION

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

1-2.26 DEMOTION

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

1-2.27 EMPLOYEE

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

1-2.28 PROBATIONARY EMPLOYEE

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

1-2.29 TENURED EMPLOYEE

The regular employee who has completed two (2) full years of active service with the Board in a full-time position whether he or she was covered or not by the certificate of accreditation since his or her engagement by the Board.

The absence for disability covered by the salary insurance plan, the absence for disability as a result of a work accident or an employment injury, as long as the employee concerned receives benefits for such disabilities by virtue of this agreement, shall constitute active service for the purpose of acquiring tenure, notwithstanding clause 1-2.35.

By way of exception to the rule regarding the acquisition of tenure, the employee who has acquired his or her tenure by virtue of the preceding provisions or by virtue of a former collective agreement and who occupies a part-time position shall retain his or her tenured status to the extent that there has been no break in his or her employment ties since he or she acquired his or her tenure.

1-2.30 REGULAR EMPLOYEE

- A) the employee who has completed the probation period provided for in clause 1-2.19;
- B) the employee who, in the service of the board or boards (institutions) to which this board is the successor, had acquired the status of regular employee or the equivalent.

1-2.31 TEMPORARY EMPLOYEE

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

B) Notwithstanding the provisions of the preceding paragraph, the Board may hire an employee as a temporary employee for a period not exceeding nine (9) months for the purposes of working in maritime transportation or for specific projects concerning the improvement, renovation, repair or construction of immovables or equipment.

C) The substitute employee defined in clause 1-2.32.

1-2.32 SUBSTITUTE EMPLOYEE

The employee who is hired to replace an absent employee for the duration of the absence.

1-2.33 EDUCATION SECTOR

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

1-2.34 PUBLIC AND PARAPUBLIC SECTORS

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

1-2.35 ACTIVE SERVICE

Period of time during which the employee's salary was maintained or during which he or she actually worked in the service of the Board or of the school board or school boards (institutions) to which the Board is the successor since his or her last hiring. An employee shall acquire one year of active service if his or her salary has been maintained or if he or she has actually worked for two hundred and sixty (260) days.

In the case of an employee who holds a part-time position, the acquisition of active service shall be proportional to his or her workweek in comparison to the regular workweek provided for in article 8-2.00.

1-2.36 UNION

Association de l'enseignement du Nouveau-Québec.

1-2.37 SALARY

The amount paid to an employee in accordance with the provisions of articles 6-1.00, 6-2.00 and 6-3.00 excluding all lump sums except for those provided for in clauses 6-2.13, 6-2.15, 6-2.16 and 7-3.12.

- 1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS
- 1-3.01 It is agreed that there will be no threat, constraint or discrimination on the part of the Board, the union or their representatives against an employee because of race, religious beliefs or lack thereof, sex, sexual orientation, language, nationality, social origins, political opinions or the fact that he or she is a handicapped person or the exercise of a right that is granted to him or her by the agreement or the law.
- 1-3.02 Notwithstanding this article, the Board may adopt programs, such as hiring, training, professional improvement and promotion programs, etc. designed to improve the situation of the beneficiaries of the James Bay and Northern Québec Agreement. Any distinction, exclusion or preference established by these programs shall be considered nondiscriminatory.
- 1-4.00 SEXUAL HARASSMENT IN THE WORKPLACE
- 1-4.01 Sexual harassment in the workplace is defined as imposed or unwanted sexual advances compromising a right recognized by the agreement.
- 1-4.02 The employee has the right to work in an environment free of sexual harassment; to this end, the Board shall take reasonable measures in order to promote a working environment free of sexual harassment and to stop any sexual harassment brought to its attention.
- 1-4.03 The employee who claims to have been sexually harassed may contact a Board representative in order to try to find a solution to his or her problem; during any meeting with the Board within the framework of this clause, a union representative may accompany the employee, if the latter so desires.
- 1-4.04 At the written request of the employee, the Board and the union may agree to form a committee. The mandate of this committee shall be to inquire into the situation and to make recommendations which it deems appropriate.
- 1-4.05 The names of persons involved and the circumstances surrounding the meeting provided for in clause 1-4.03 and the grievance resulting therefrom must be treated in a confidential manner, particularly by the Board and the union, except if such information is required for the meeting provided for in clause 1-4.03, the grievance or for the application of a measure taken by virtue of the agreement.
- 1-4.06 Any grievance dealing with sexual harassment in the workplace shall be submitted to the Board by the plaintiff or the union, with the plaintiff's consent, according to the procedure provided for in article 9-1.00.
- 1-4.07 Should a solution be deemed unsatisfactory, the plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure provided for in article 9-2.00.
- 1-4.08 A grievance dealing with sexual harassment in the workplace shall be given hearing priority.

1-5.00 EQUAL OPPORTUNITY

1-5.01 If the Board decides to set up an equal opportunity program other than a program provided for in clause 1-3.02, it shall consult the union through the Labour Relations Committee.

1-5.02 This consultation shall take place on the following elements:

a) The possibility of creating an equal opportunity advisory committee for all categories of employees, it being understood that there can be only one equal opportunity committee within the Board and that the union shall name its representatives to it.

If such a committee is formed, consultation on the elements in paragraphs b) and c) shall be carried out through this committee.

b) The analysis of the situation, as the case may be.

c) The content of an equal opportunity program, notably:

- the objectives sought;
- the corrective measures;
- the time frame;
- the control mechanisms allowing the evaluation of the progress made and problems encountered.

1-5.03 Within the framework of the consultation provided for in clause 1-5.02, the Board shall provide the pertinent information within a reasonable time frame.

1-5.04 In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the agreement must be the subject of a written agreement in accordance with clause 2-2.04.

1-5.05 The provisions of this article shall not apply to a program provided for in clause 1-3.02.

CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION

2-1.00 FIELD OF APPLICATION

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

A) FOR THE PROBATIONARY EMPLOYEE

The probationary employee shall be covered by the clauses of the agreement, except those concerning the right to the procedure for settling grievances and arbitration in the event of dismissal or if his or her employment terminates; in these cases, the Board shall give this employee a notice equal to at least one pay period.

B) FOR THE TEMPORARY EMPLOYEE

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

- 1-1.00 Objective of the Agreement
- 1-2.00 The following definitions shall apply to his or her status:
 - 1-2.02, 1-2.05, 1-2.06, 1-2.07, 1-2.08,
 - 1-2.09, 1-2.12, 1-2.13, 1-2.14, 1-2.15,
 - 1-2.18, 1-2.20, 1-2.21, 1-2.25, 1-2.27,
 - 1-2.31, 1-2.32, 1-2.33, 1-2.34, 1-2.36,
 - 1-2.37
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment in the Workplace
- 2-2.00 Recognition
- 3-4.00 Posting and Distribution
- 3-5.00 Union Meetings and Use of 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
- 4-2.00 Information
- 5-2.00 Paid Legal Holidays (provided that he or she has worked ten (10) days since his or her hiring prior to the paid legal holiday)
- 5-8.00 Civil Responsibility
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-5.00 Premiums
- 6-6.00 Regional Disparities: only clauses 6-6.01 to 6-6.06 shall apply
- 6-7.00 Payment of Salary
- 7-1.03 Procedure for Filling a Position which is Permanently Vacant or Newly Created
- 8-2.00 Workweek and Working Hours
- 8-3.00 Overtime
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 10-1.00 Printing of the Agreement
- 10-2.00 Appendices and Letters of Agreement
- 10-3.00 Interpretation of Texts
- 10-4.00 Coming into Force of the Agreement
- 12-1.00 Adult Education
- Appendix I Salary Rates and Scales

- b) The temporary employee who has worked at least six (6) months since his or her hiring or within the framework of several immediately consecutive⁽¹⁾ hirings shall also be entitled to the following clauses or articles:

3-3.00	Union releases: only clauses 3-3.03 to 3-3.08 shall apply
5-1.00	Special Leaves
5-3.00	Life, Health and Salary Insurance Plans, with the exception of paragraph B) of clause 5-3.32
5-4.00	Parental Rights (according to the terms and conditions provided for in Appendix XVI of the agreement)
5-6.00	Vacation
5-7.02 A)	Organizational professional improvement
B)	Occupational professional improvement
7-8.00	Work Accidents and Occupational Diseases with the exception of paragraphs C) and D) of clause 7-8.03 and clauses 7-8.14 to 7-8.24

Appendix IV Parental Rights

The calculation of the six (6)-month period is interrupted during a seasonal layoff provided for in article 7-2.00 and resumes after this period.

- c) The temporary employee whose period of employment exceeds the period determined in paragraph A) or, as the case may be, in paragraph B) of clause 1-2.31 or, where applicable, exceeds the period agreed to with the union within the framework of paragraph A) of this clause shall obtain the status of regular employee.
- d) The Board may hire a substitute employee to replace an absent employee for the duration of the absence; the substitute employee shall be dismissed upon the return of the employee whom he or she replaced or if the position becomes permanently vacant or is abolished.
- e) The fact that a temporary employee does not hold a position shall not exempt him or her from the application of paragraph C) of this clause when he or she is required to hold a part-time position.
- f) In the case where the substitute employee obtains, within the framework of article 7-1.00, the position of the employee he or she replaced without any interruption between the time of the replacement and the time when the position became permanently vacant, the probation period to become a regular employee shall be reduced by half if the time worked during the replacement period for the position is equal to at least fifty percent (50%) of the probation period referred to in clause 1-2.19.

⁽¹⁾ Saturdays, Sundays, statutory holidays, pedagogical days and the summer shutdown provided for in paragraph A) of clause 5-6.05 do not constitute an interruption in the time worked.

- g) The name of the temporary employee hired according to paragraph B) of clause 1-2.31 to work on the sea lift shall be entered on the recall list if he or she is rehired in this capacity to work on the sea lift within eighteen (18) months following his or her first period of engagement and if he or she has completed during this period at least nine (9) months of service as a temporary employee working on the sea lift. The Board shall grant priority of engagement to the employees entered on this list in order to fill its temporary needs as regards the sea lift insofar as the employees concerned meet the requirements and qualifications. The name of an employee shall be removed from the list if he or she has not thus been rehired within eighteen (18) months after his or her name was entered on the list.

For the purposes of the agreement, the sea lift shall include all the annual maritime transportation duties undertaken by the Board for the Inuit communities of Québec.

- h) The employee referred to in clauses 7-1.14 and 7-1.17 to 7-1.22 shall be entitled to the rights and benefits prescribed therein.
- i) The temporary employee shall also be entitled to the grievance and arbitration procedure if he or she feels wronged with respect to the rights to which he or she is entitled under this paragraph B).

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

When an employee holds a part-time position, the relevant provisions shall apply; however, whenever such provisions are applied in proportion to the regular hours remunerated, specific terms, if any, shall be provided for in each article.

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

The employee shall be entitled only to article 12-1.00 of the agreement.

E) FOR THE CAFETERIA EMPLOYEE AND THE STUDENT SUPERVISOR WORKING TEN (10) HOURS A WEEK OR LESS

The employee shall be entitled only to article 12-2.00 of the agreement.

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

The employee shall be entitled only to article 12-3.00 of the agreement.

2-1.02

Subject to the use of the services of a support employee on availability or a member of the support staff covered or not by the agreement, a person, receiving a salary from the Board, and to whom this agreement does not apply, shall not normally carry out the duties of an employee governed by the agreement.

2-1.03

The use of the services of a person not receiving any salary from the Board cannot have the effect of causing the reduction of the number of hours or the abolition of a position of a regular employee.

2-2.00 RECOGNITION

2-2.01 The Board shall recognize the union as the only representative and agent of the employees covered by the agreement regarding the application of matters concerning working conditions.

2-2.02 The Board and the union shall recognize the mandates and duties of the Education Committees as determined in the James Bay and Northern Québec Agreement, the Education Act for Native Cree, Inuit and Naskapi (R.S.Q. Chapter I-14) and in the regulations and resolutions of the Board.

2-2.03 Following the date of the coming into force of the 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 negotiating parties agree to meet to discuss any question relating to the employees' working conditions and to adopt the appropriate solutions. Any solution accepted in writing by the negotiating parties may subtract from, add to, or alter any provision of the 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 the agreement which could lead to a dispute as defined in the Labour Code.

2-2.05 The Board and the union shall recognize the right of the negotiating parties to deal with questions relating to the application of the agreement. Moreover, the Board and the union shall recognize the right of the negotiating parties to decide on the interpretation of the agreement; this decision shall apply only with the written consent of the Board and the union.

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

The CPNCSK, the Centrale de l'enseignement du Québec (CEQ) and the Fédération du personnel de soutien (FPS) shall not be entitled to the grievance or arbitration procedures except if otherwise stipulated.

CHAPTER 3-0.00 UNION PREROGATIVES

3-1.00 UNION REPRESENTATIONS

Union Delegate

3-1.01 The union may appoint one (1) employee per establishment⁽¹⁾ as a union delegate whose duties shall consist in meeting with any employee of the same establishment who has a problem regarding his or her working conditions which may give rise to a grievance and to accompany the employee to the meeting with his or her immediate superior, as provided for in clause 9-1.01.

3-1.02 For this purpose, the Board shall authorize, for a valid reason, the delegate and the employee concerned to temporarily interrupt their work without loss of salary including premiums where applicable, or reimbursement.

3-1.03 The request for the release provided for in clause 3-1.02 must indicate the probable duration of the absence of the delegate and employee concerned.

3-1.04 The union may also appoint, from among the employees, a substitute for each union delegate, whose functions, when he or she replaces the delegate, shall be those of the union delegate.

Union Representative

3-1.05 The union may appoint, from among and on behalf of all employees who are members of the union, a maximum of three (3) union representatives.

3-1.06 The duties of the union representative shall consist in assisting an employee, at the time of the formulation of a grievance, to obtain, where applicable, the information necessary for the meeting provided for in paragraph a) of clause 9-1.03, to represent an employee during this meeting as well as to represent the employees at the Labour Relations Committee.

However, the union representatives on the Labour Relations Committee may be employees other than those designated in clause 3-1.05.

Except for the Labour Relations Committee and for the meeting provided for in paragraph a) of clause 9-1.03, only one representative at a time may, within the limits of his or her functions, temporarily interrupt his or her work for a limited time without loss of salary including premiums, where applicable, or reimbursement after having obtained permission from his or her immediate superior or his or her substitute. This permission cannot be refused without a valid reason.

⁽¹⁾ For the purposes of this article, the head office of the Board, the warehouse, and the students' residence each constitute an establishment.

- 3-1.07 When the union delegate or his or her substitute is unable to act or in their absence, a union representative may be absent from his or her work after having obtained permission from his or her immediate superior and having indicated the probable length of his or her absence to accompany an employee for the meeting provided for in clause 9-1.01. This permission cannot be refused without a valid reason.
- 3-1.08 Within fifteen (15) days of their appointment, the union shall inform the Board of the names of its delegates and representatives. Subsequently, the union shall inform the Board of any change.
- 3-1.09 Nothing in this agreement shall prevent the union representative from being accompanied by a union adviser in his or her dealings with the Board or its representatives within the framework of clause 3-1.06. However, the Board or its representatives must be advised of the presence of this union adviser prior to the meeting.
- 3-2.00 MEETINGS OF JOINT COMMITTEES
- 3-2.01 Any union representative appointed to a joint committee provided for in the agreement may be absent from his or her work without loss of salary including premiums, where applicable, or reimbursement in order to attend the meetings of this committee 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 the agreement but the establishment of which is accepted by the Board and the union or by the negotiating parties, may be absent from his or her work, without loss of salary including premiums, where applicable, or reimbursement, in order to attend the meetings of this committee 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 or she represents, except if otherwise stipulated. Therefore, he or she shall not be entitled to any additional remuneration.
- 3-2.04 In order to benefit from clause 3-2.01 or 3-2.02, the union representative must give a prior notice to his or her immediate superior. Barring uncontrollable circumstances and except for meetings of the Labour Relations Committee, this notice shall be of forty-eight (48) hours. After having notified the immediate superior, the union must forward without delay a written notice to the same effect to the personnel department of the Board within five (5) days of the absence. This latter obligation shall not exist for meetings of the Labour Relations Committee. This written notice must state that the absence is required by virtue of this clause and must specify the reason for the absence.
- 3-2.05 The meetings of the joint committees shall normally be held during working hours at times agreed to by the parties to the committee.

3-3.00 UNION RELEASES

3-3.01 At the union's written request sent to the personnel department of the Board 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. In this case, the exact duration of the release must be determined beforehand by the union which shall so inform the Board.

At the union's written request sent to the personnel department of the Board at least fifteen (15) days in advance, the Board shall release an employee for union activities on a part-time basis for an uninterrupted period from one (1) to twelve (12) months, subject to the terms and conditions to be agreed upon between the Board and the union. In this case, the exact duration of the release must be determined beforehand by the union which shall so inform the Board.

3-3.02 The employee or the union must inform the personnel department at least thirty (30) days before his or her return to work. Upon his or her return to work, the employee shall resume the position he or she held on his or her departure, subject to the provisions of article 7-3.00. In case of an extension of a twelve (12)-month release and subject to the provisions of article 7-3.00, the employee shall resume his or her position.

In the case where the position that the released employee held before his or her departure is affected by a movement of personnel, the provisions of article 7-3.00 shall apply to the released employee at the time when his or her position is affected.

3-3.03 At the union's written request sent to the personnel department of the Board at least forty-eight (48) hours before the date of the beginning of the absence, the Board shall release an employee for internal union activities. However, if the employee has already been released for twenty (20) working days for the current fiscal year, the Board shall grant one (1) day of absence per week or the equivalent if the needs of the department permit.

3-3.04 At the union's written request sent to the personnel department of the Board at least forty-eight (48) hours before the beginning of their absence, the Board shall release the official delegates designated by the union to attend various official meetings of the union executive.

Releases granted under this clause shall not be deductible from the twenty (20) days provided for in clause 3-3.03.

3-3.05 In the case of absences granted under this article, the employees' salary and fringe benefits shall be maintained, subject to the reimbursement by the union to the Board of the salary in all cases and of the salary and cost to the Board of the fringe benefits in the case of an employee released according to the provisions of clause 3-3.01.

3-3.06 The reimbursement provided for in clause 3-3.05 shall be made within thirty (30) days after the Board forwards to the union a quarterly statement indicating the names of the absent employees, the duration of their absence and the amounts owed.

3-3.07 The employee released by virtue of this article shall maintain the rights and privileges conferred on him or her by the agreement.

3-3.08 Notwithstanding the provisions of clause 3-3.05, the union representative accompanied by the plaintiff shall be released from their work to attend arbitration sessions without loss of salary including premiums, where applicable, or reimbursement. Moreover, witnesses shall be released from their work for the time deemed necessary by the arbitrator without loss of salary including premiums, where applicable, or reimbursement. In the case of a collective grievance, only one plaintiff shall be released without loss of salary including premiums, where applicable, or reimbursement.

3-4.00 POSTING AND DISTRIBUTION

3-4.01 The Board shall place at the disposal of the union bulletin boards in prominent locations 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 a meeting or any other document of a union matter issued by the union provided that it is signed by a representative of the union and that a certified true copy is given at the same time to the person designated by the Board.

3-4.03 The union may distribute any document of a union or professional nature to each employee in the workplace but outside of working hours.

The union may place any document of a union or professional nature in the employees' mailboxes, if any.

3-4.04 The union may benefit from the internal mail service already established by the Board for Dorval and for Puvirnitug. This service shall be provided free of charge to the union as long as the Board does not incur additional costs as a result of the use of this service by the union; if this is not the case, the union must then pay the Board the additional costs incurred as a result of the use of the internal mail service. The union shall respect the time limits and procedures of this service.

The union shall release the Board of any civil responsibility for any problem which it may encounter and which arises from the use of the internal mail service of the Board.

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

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

3-5.02 Following agreement with the Board or its designated representative, an employee who must usually work during a meeting of his or her union may be absent from his or her work to attend the meeting, on the condition that he or she make up the hours during which he or she was absent, in addition to the number of hours of his or her regular workweek or of his or her regular working day or outside the hours prescribed in his or her work schedule. This employee shall not be entitled to any additional remuneration on this account.

- 3-5.03 Moreover, when, at the request of the Board or the competent authority mandated by it or with its express approval, a union meeting with employees is held during working hours, these employees may attend the meeting without loss of salary including premiums, where applicable, or reimbursement for the duration of the meeting.
- 3-5.04 At the union's written request, the Board shall provide free of charge, if available, a suitable room in one of its buildings for union meetings involving 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 was found.
- 3-5.05 The Board shall provide the union with an available room, if any, for a union secretariat, according to the terms and conditions to be agreed between the Board and the union.
- The use of such a room may be withdrawn for administrative or pedagogical needs upon a fifteen (15)-day notice to the union by the Board. In this case, the Board shall provide another available room, if any, according to the terms and conditions to be agreed between the Board and the union.
- 3-6.00 UNION DUES
- 3-6.01 The Board shall deduct an amount equal to the dues established by union regulation or resolution from each of the employee's pays. In the case of an employee hired after the date of the coming into force of the agreement, the Board shall deduct these dues as well as the membership fee, if need be, 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 receives a copy of a regulation or resolution to this effect. The change in the dues may occur twice in the same fiscal year. Any other change must first be agreed upon by the union and the Board.
- 3-6.03 The Board shall deduct from the employee's pay an amount equal to the special dues set by the union provided that it has received at least a sixty (60)-day notice. The terms and conditions for the deduction of such dues must first be agreed upon by the Board and the union.
- 3-6.04 Each month, the Board shall transfer to the union, or a representative designated by it, the dues collected during the preceding month as well as the list of the contributing employees' names and shall indicate for each of them the total salary paid and the amount deducted as union dues. The Board and the union may agree that the Board provide other information related to the deduction of dues.
- 3-6.05 The union shall assume the case of the Board and shall indemnify it against any claim that could be made by one or more employees regarding deductions from their salary by virtue of the provisions of this article.

3-7.00 UNION SECURITY

3-7.01 The employees who are members of the union on the date of the coming into force of the 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 the 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, resigns or is expelled from the union shall not affect his or her employment ties with the Board.

3-7.04 For the purposes of applying this article, the Board shall give to the employee who is hired after the date of the coming into force of the agreement an application form for membership in the union which the union shall provide the Board.

The Board shall forward this application form, duly completed by the employee, within fifteen (15) days of his or her hiring.

3-8.00 DOCUMENTATION

3-8.01 On October 31 of each year at the latest, the Board shall forward to the union the complete list, in alphabetical order, of all the employees in its employ to whom the agreement applies and indicate for each of them: his or her given name and surname, his or her status (probationary, regular, tenured or temporary), the name of his or her department, the position held, his or her classification, his or her salary, the premiums to which he or she is entitled, if applicable, his or her date of birth, home address, telephone number and social insurance number as provided to the Board, as well as any other information previously provided to the union.

Subsequently, the Board shall inform the union within thirty (30) days of any modification or addition to this list.

The Board may agree with the union to provide it with any other additional information notably, overtime.

3-8.02 Within thirty (30) days of their adoption, the Board shall forward to the union a copy of all regulations, directives or resolutions which concern an employee, a group of employees or all the employees to whom the agreement applies.

3-8.03 The Board shall forward to the union a copy of the minutes of the meetings of the commissioners at the same time as it forwards them to the Education Committees in each community.

3-8.04 No later than thirty (30) days following the engagement of an employee, the Board shall forward to the union the union membership form provided for in clause 3-7.04. The Board shall not be required to keep a copy of this form in its files.

3-8.05 The union shall forward to the Board, within fifteen (15) days of their appointment, the name of its union representatives and shall then inform it of any change within the same time limit.

CHAPTER 4-0.00 LABOUR RELATIONS COMMITTEE

4-1.00 LABOUR RELATIONS COMMITTEE

4-1.01 Within thirty (30) days following the written request of the Board or the union, the parties shall form an advisory committee called the "Labour Relations Committee".

4-1.02 This committee shall have equal representation and shall comprise, at the most, three (3) union representatives and three (3) Board representatives; the fact that a party on the committee designates fewer than three (3) representatives shall not limit the number of representatives to which the other party is entitled by virtue of this clause, it being specified that each party shall have one vote only.

4-1.03 The committee shall establish its rules of procedure and shall determine the frequency of its meetings. The meetings of the committee shall be held at the workplace.

4-1.04 The committee shall study, at the request of either party, any question relating to the employees' working conditions and any other matter specifically referred to it by the provisions of the agreement.

If the union submits a request for consultation to the Board on a given matter, the Board shall proceed with its consultation before a decision is taken. This provision cannot have the effect of negating the Board's obligation to consult as provided for elsewhere in the agreement.

The committee may submit recommendations to the Board on matters within its competence. A copy of every such recommendation shall be forwarded to the union at the same time.

4-1.05 At a subsequent meeting of the Labour Relations Committee, the union representatives may ask the Board representatives to explain a decision of the Board regarding a subject which was previously discussed by the Labour Relations Committee and any other decision concerning or affecting the employees.

4-2.00 INFORMATION

4-2.01 At least once per fiscal year, the Board shall convene the employees to an information meeting concerning the policies and major objectives which concern them; this meeting shall be organized by establishment or group of establishments during working hours at a time determined by the Board.

4-2.02 Within sixty (60) days of the coming into force of this agreement, the Board shall forward to the union a copy of the organization chart in force.

CHAPTER 5-0.00 SOCIAL SECURITY

5-1.00 SPECIAL LEAVES

5-1.01 The Board shall grant every employee the following special leaves without loss of salary including premiums, where applicable, to take into account the particular situations below:

- A) his or her marriage: seven (7) consecutive days, working days or not, including the day of the wedding;
- B) the marriage of his or her father, mother, brother, sister, child: the day of the event;
- C) the death of his or her spouse, of his or her child, his or her spouse's child living with the employee: seven (7) consecutive days, working days or not, including the day of the funeral; for the purpose of this paragraph, the term spouse shall have the same meaning as in clause 5-3.02;
- D) the death of his or her father, mother, brother, sister: five (5) consecutive days, working days or not, including the day of the funeral;
- E) the death of his or her father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter, grandson: three (3) consecutive days, working days or not, including the day of the funeral;
- F) moving: the day of the move; however, an employee shall not be entitled to more than one (1) day of leave per year for this purpose;
- G) an annual maximum of three (3) working days to cover all of the following events considered as acts of God: disaster, fire, flood and any other event considered as an act of God which obliges an employee to be absent from his or her work and on which the Board and the union agree to grant permission to be absent without loss of salary including premiums, where applicable.

In the cases provided for in the preceding subparagraphs C), D) and E), the obligation that the leave include the day of the funeral shall not apply if the employee is unable to leave his or her place of assignment due to the inaccessibility of transportation. In this case, the employee shall leave his or her place of assignment as soon as transportation becomes available and the leave shall begin as of the date of the employee's departure from his or her place of assignment.

5-1.02 Subject to the second paragraph of clause 5-1.01, the employee shall be permitted to be absent without loss of salary including premiums, where applicable, in the cases referred to in subparagraphs C), D) and E) of clause 5-1.01, only if he or she attends the funeral of the deceased. If he or she attends the funeral and if it takes place at a distance greater than two hundred and forty (240) kilometres from the employee's place of residence, the latter shall be entitled to one (1) additional day and to two (2) additional days if he or she attends the funeral and if it takes place at a distance greater than four hundred and eighty (480) kilometres from his or her place of residence.

The Board shall take into account any problem encountered by an employee to reach the location of the event and to return to his or her point of assignment.

In the cases provided for in subparagraphs C), D) and E) of clause 5-1.01, if the funeral takes place in one of the Inuit communities and if the employee is delayed while travelling to and from the community due to transportation problems beyond his or her control, the Board shall extend his or her leave for up to two (2) days in order to allow him or her to travel to and from the community.

Moreover, if in the cases referred to in subparagraphs C), D) and E) of clause 5-1.01, the deceased is cremated or buried, the employee may avail himself or herself of the following option:

- as regards subparagraph C) of clause 5-1.01: six (6) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any other service following the funeral;
- as regards subparagraph D) of clause 5-1.01: four (4) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any other service following the funeral.
- as regards subparagraph E) of clause 5-1.01: two (2) consecutive days, working days or not, including the day of the funeral, plus one (1) additional day to attend any other service following the funeral.

5-1.03 In all cases, the employee must notify his or her immediate superior (except in the case of acts of God) and produce, upon written request, the proof, whenever possible, of 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 or she is not a party shall benefit from a leave of absence without loss of salary including premiums, where applicable. However, he or she must give the Board, when he or she receives it, the monetary compensation paid to him or her for services as a juror or a witness.

5-1.05 Furthermore, the Board shall, when requested, allow an employee to be absent without loss of salary including premiums, where applicable during the time when:

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

5-1.06 The Board may also allow an employee to be absent without loss of salary including premiums, where applicable for any other reason not provided for in this article and which it deems valid.

5-1.07 Within forty-five (45) days of the coming into force of the agreement, the Board shall establish, after consulting the Labour Relations Committee, a policy applicable to all categories of personnel concerning the closing of one or several establishments during inclement weather.

Within the framework of the preceding provisions, the Board shall ensure that all groups of employees in one or several establishments are treated in an equitable and comparable manner.

This policy shall provide specific methods of compensation for the employee required to report to work when the group of employees to which he or she belongs is not required to report.

5-2.00 PAID LEGAL HOLIDAYS

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

The employee holding a part-time position shall benefit from these paid legal holidays proportionately to his or her regular workweek in relation to the duration of the regular workweek. The Board and the union shall agree on the terms and conditions for the application of this paragraph.

5-2.02 These days are listed hereinafter. However, before July 1 of each year, after agreement with the union, the distribution of these paid legal holidays may be modified:

- | | |
|-----------------------------------|--------------------|
| - New Year's Day | - Labour Day |
| - January 2 | - Thanksgiving Day |
| - Good Friday | - Christmas Eve |
| - Easter Monday | - Christmas Day |
| - Fête de Dollard or Victoria Day | - Boxing Day |
| - Fête nationale | - New Year's Eve |
| - Canada Day | |

5-2.03 If a paid legal holiday falls on a Saturday or a Sunday, the day off shall be rescheduled, after agreement, to a day suitable to the Board and the union.

Subject to legal provisions to the contrary and failing agreement, the day off shall be rescheduled to the preceding working day if the paid legal holiday falls on a Saturday or to the following working day if the paid legal holiday falls on a Sunday.

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

If one or more paid legal holidays coincide with an employee's vacation period, the latter shall be extended for an equal duration.

5-2.05 November 11, or anniversary of the signing of the James Bay and Northern Québec Agreement, is a paid legal holiday. The Board may decide to defer this paid legal holiday.

Furthermore, a day chosen by the Board between Christmas and New Year's shall be a paid holiday. However, if all the working days between Christmas and New Year's are paid holidays in accordance with the provisions of the agreement, this additional day off shall not apply.

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

5-3.00

LIFE, HEALTH AND SALARY INSURANCE PLANS

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 or her retirement:

A) the employee who holds a full-time position, as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service with the Board;

the Board shall pay its full contribution for this employee;

B) the employee who holds a part-time position, as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service with the Board; 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 or her own contribution;

C) the temporary employee who has worked for at least six (6) months since his or her hiring.

The employee who is temporarily assigned to a position not covered by the certificate of accreditation shall continue to benefit from this article for the duration of the assignment.

5-3.02

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

A) spouse: 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 the unmarried person who has been permanently living for not less than three (3)⁽¹⁾ 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 for more than three (3) months in the case of a marriage not legally contracted shall entail the loss of status as a spouse;

B) dependent child: a child of the employee, of his or her spouse or of both, or a child living with the employee for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who depends on the employee for his or her financial support and is under eighteen (18) years of age; every 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, or a child of any age who became totally disabled before reaching his or her eighteenth (18th) birthday or before reaching his or her twenty-fifth (25th) birthday if he or she was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

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

- 5-3.03 The word "disability" means any state of incapacity resulting from an illness, including a surgical procedure directly related to family planning, an accident subject to article 7-8.00 or an absence provided for in clause 5-4.18, which requires medical care and which renders the employee totally unable to perform the usual duties of his or her position or of any other similar position calling for comparable remuneration which may be offered to him or her by the Board.
- 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)⁽¹⁾ days of actual full-time work or availability for full-time work, unless the employee establishes in a satisfactory manner that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.
- 5-3.05 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 or her rehabilitation shall be considered as a period of disability.
- 5-3.06 The provisions of the life insurance plan provided for in the previous agreement shall remain in force under the conditions stipulated until the coming into force of the agreement.
- The provisions of the health insurance plan prescribed in the previous agreement shall continue to apply until the date set by the Insurance Committee of the Centrale.
- The provisions of the salary insurance plan described in article 5-3.00 of the previous agreement shall continue to apply until the date of the coming into force of the agreement.
- 5-3.07 The new life insurance plan shall come into force as of the date of the coming into force of the agreement.
- The new health insurance plan shall come into force on the date set by the Insurance Committee of the Centrale.
- The new salary insurance plan shall apply as of the date of the coming into force of the agreement.
- 5-3.08 As a counterpart to the Board's contribution to the insurance benefits provided for hereinafter, the full amount of the rebate allowed by Human Resources Development Canada in the case of a registered plan shall be the exclusive property of the Board.

⁽¹⁾ Read "eight (8) days" instead of "twenty-two (22) days" if the continuous period of disability which precedes his or her return to work is equal to or less than three (3) calendar months.

INSURANCE COMMITTEE OF THE CENTRALE

- 5-3.09 The Insurance Committee of the Centrale must prepare a schedule of conditions, if necessary, and obtain, for all the participants in the plans, a group insurance policy for the basic health insurance plan and one or more group insurance policies for the other plans.
- 5-3.10 The Insurance Committee of the Centrale may 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:
- A) the employees' contribution to the plan and the Board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retirees;
 - B) the disbursements, contributions and rebates pertaining to retirees be recorded separately and any additional contribution which may be payable by the employees by virtue of the extension to retirees be clearly identified as such.
- 5-3.11 The insurer selected for all plans must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purposes of selecting an insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.
- 5-3.12 The Insurance Committee of the Centrale must carry out a comparative analysis of all bids received, if applicable, and after making its choice, provide the Fédération des commissions scolaires du Québec and the Ministère a report on such analysis and a statement giving the reasons for its choice.
- 5-3.13 Each plan shall have one premium calculation method only, whether it be a predetermined amount or an invariable percentage of salary.
- 5-3.14 Any change in premiums resulting from a modification to the plan may take effect only on January 1 following a written notice to the Board sent at least sixty (60) days in advance.
- 5-3.15 The benefit of exemption from a plan must be the same for all plans as regards its starting date and it must be total. Moreover, it cannot begin prior to the first complete pay period following the fifty-second (52nd) consecutive week of total disability.
- 5-3.16 There can be no more than one update campaign per three (3) years for all plans; this campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the modifications shall come into force on January 1 following a written notice sent to the Board at least sixty (60) days in advance.
- 5-3.17 Dividends or rebates to be paid, as a result of favourable experience with the plans, shall constitute funds entrusted to the management of the Insurance Committee of the Centrale. Fees, salaries, expenses or disbursements incurred for the implementation and application of the plans shall constitute liens on these funds.

The balance of funds shall be used by the committee to meet the increases in the rates of premiums, to improve existing plans, or to be repaid directly to the participants by the insurer according to the formula determined by the committee or to grant a waiver of premiums. In this latter case, the waiver must be for at least a period of four (4) months and it must either be effective as of January 1 or end on December 31. The waiver must be preceded by a notice of at least sixty (60) days to the Board.

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

5-3.18

The Insurance Committee of the Centrale shall provide the Ministère and the Fédération with a copy of the schedule of conditions, the group policy and a detailed statement of the operations carried out under the policy as well as a statement of the payments received as dividends or rebates and how they were used.

The committee shall also provide, at a reasonable cost, any and all additional useful and relevant statements or statistics which may be requested by the Fédération or the Ministère concerning the basic health insurance plan.

INTERVENTION OF THE BOARD

5-3.19

The Board shall facilitate the implementation and application of the plans, in particular by:

- informing new employees;
- registering new employees;
- forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
- deducting the premium from the employee's salary;
- forwarding the deducted premiums to the insurer;
- providing employees with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- transmitting information normally required of the employer by the insurer for settling certain compensations;
- forwarding to the insurer the names of employees who have indicated to the Board that they intend to retire.

5-3.20

The Ministère and the Fédération on the one hand, and the Centrale on the other hand, shall form a committee to assess the administrative problems raised by the application of the insurance plans. Moreover, any modification concerning the administration of the plans must be the subject of an agreement by the committee before it comes into effect. If this modification obliges the Board to hire supernumerary employees or requires overtime, the costs shall be assumed by the union. (Appendix XVIII).

COMPLEMENTARY INSURANCE PLANS TO WHICH THE BOARD DOES NOT CONTRIBUTE

- 5-3.21
- A) The Insurance Committee of the Centrale shall determine the provisions of no more than three (3) complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.
 - B) Every policy must include among others the following stipulations:
 - 1) the provisions of paragraphs B) to K) of clause 5-3.31;
 - 2) the participation of a new employee eligible for a complementary plan shall take effect within thirty (30) days of the request if it is made within thirty (30) days of the entry into service of the employee;
 - 3) if the request is made after thirty (30) days of his or her entry into service, the participation of a new employee who is eligible for a complementary plan shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer.
 - C) In the case of boards which have, on the date of the coming into force of the agreement, optional complementary personal insurance plans other than those established by the Centrale, the following provisions shall apply:
 - 1) the personal insurance policies and the resulting administrative measures for boards are maintained;
 - 2) any modification to any one of the plans or policies must be made in accordance with the provisions concerning the national complementary plans and by adapting them accordingly;
 - 3) the union may choose to replace all the existing local plans by the national complementary plans. In this case, a notice of modification must be forwarded to the Board at least sixty (60) days before its coming into force.

LIFE INSURANCE PLAN

- 5-3.22 Each employee shall benefit, without contribution on his or her part, from an amount of life insurance equal to six thousand four hundred dollars (\$6 400).
- 5-3.23 This amount shall be reduced by fifty percent (50%) for the employees referred to in paragraph B) of clause 5-3.01.

BASIC HEALTH INSURANCE PLAN

- 5-3.24 The plan shall cover, as per the terms set down by the Insurance Committee of the Centrale, all drugs sold by a licensed pharmacist or by a duly authorized physician, as prescribed by a physician or a dentist.
- 5-3.25 Moreover, if the committee deems it appropriate, the plan may cover all other expenses related to the treatment of the illness.

5-3.26 The Board's contribution to the health insurance plan on behalf of each employee cannot exceed the least of the following amounts:

- A) in the case of a participant insured for himself or herself and his or her dependents: sixty dollars (\$60) per year plus tax, where applicable;
- B) in the case of an individually insured participant: twenty-four dollars (\$24) per year plus tax, where applicable;
- C) an amount equal to twice the contribution paid by the participant himself or herself for the benefits provided by the health insurance plan.

5-3.27 In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts provided for in clause 5-3.26 shall be reduced by two-thirds (2/3) of the yearly costs of the drug benefits included in this plan.

5-3.28 The health insurance benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.

5-3.29 The participation in the health insurance plan shall be compulsory, but an employee may, by giving prior written notice to his or her board stating the name of the insurer and the policy number, refuse or cease to participate in the health insurance plan provided that he or she establish that he or she and his or her dependents are insured under a group insurance plan affording similar benefits.

Notwithstanding the foregoing, the participation of an employee whose regular workweek is less than twenty-five percent (25%) of the regular workweek of the full-time employee shall not be compulsory.

Notwithstanding clause 5-3.01, the employee on a leave without salary shall not be covered by the health insurance plan unless, at his or her request, he or she wishes to continue to participate in the plan. In this case, he or she will have to pay the total amount of the premiums due including the Board's share and the tax on this amount, where applicable.

5-3.30 An employee who has refused or has ceased to participate in the plan may again become eligible thereto subject to the following conditions:

- A) he or she must establish to the satisfaction of the insurer that:
 - a) he or she was previously covered as a dependent by virtue of the current health insurance plan or of any other plan offering similar coverage;
 - b) that it is no longer possible for him or her to continue to be covered as a dependent;
 - c) that his or her application is filed within thirty (30) days following the termination of his or her coverage as a dependent;
- B) subject to paragraph A) above, coverage shall be effective as of the first day of the period during which the request is received by the insurer;

- C) in the case of any person who, prior to applying for health insurance, was not insured under this health insurance plan, the insurer is not responsible for any payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

5-3.31

Every policy must include, among others, the following stipulations:

- A) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- B) a guarantee that neither the factors of the retention formula nor the rates according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year, nor more often than every January 1 thereafter;
- C) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates, after deduction of the agreed amount according to the predetermined retention formula;
- D) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of this period;
- E) no premium shall be payable for a pay period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a pay period during which the employee ceases to be a participant;
- F) the insurer must also forward to the Ministère and the Fédération a copy of every communication of a general nature sent to the boards or the insured;
- G) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- H) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information which may be required to test the accuracy of the retention calculation;
- I) any modification to the coverage and the resulting deduction at source for an employee already in the employ of the Board, following the birth or adoption of a first child or a change in status, shall come into force within thirty (30) days of the request if it is made within thirty (30) days of the event;
- J) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for any employee already in the employ of the Board shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer;
- K) the definitions of spouse and dependent child are identical to those of clause 5-3.02 of the agreement.

SALARY INSURANCE PLAN

5-3.32

- A) Subject to the provisions of this article and to article 7-8.00, an employee shall be entitled, for every period of disability during which he or she is absent from work, to:
- a) up to the lesser of the number of sick-leave days accumulated to his or her credit or of five (5) working days: the payment of a benefit equal to the salary he or she would have received had he or she been at work;
 - b) upon termination of the payment of the benefit provided for in paragraph a), if applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five percent (85%) of the salary he or she would have received had he or she been at work;
 - c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two-thirds percent (66 2/3%) of the salary he or she would have received had he or she been at work.

The salary of the employee for the purposes of calculating the benefit shall be the salary rate he or she would receive if he or she were at work.

For purposes of this clause, the salary includes premiums for regional disparities in accordance with article 6-6.00.

For the employee who holds a part-time position, the waiting period shall be calculated only on the basis of his or her working days without however extending the maximum period of one hundred and four (104) weeks of benefits.

- B) During a disability period, the Board and the regular employee who has been absent for at least twelve (12) weeks may agree to a return to work on a gradual basis. In this case:
- a) the Board and the employee accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the employee will return to work on a gradual basis, which shall not exceed twelve (12) weeks and shall determine the time during which the employee must work;
 - b) during this period, the employee is still considered on a disability leave, even if he or she is working;
 - c) while at work, the employee must be able to perform all of his or her usual duties and functions according to the proportion agreed to;
 - d) the employee must provide a medical certificate from his or her attending physician attesting that he or she may return to work on a gradual basis;
 - e) the period of gradual return to work must be immediately followed by the employee's return to work for the duration of his or her regular workweek;
 - f) the preceding provisions shall not have the effect of extending the maximum period of one hundred and four (104) weeks of benefits.

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

If the employee is unable to return to work for the duration of his or her regular workweek upon the termination of the period initially set for the gradual return, the Board and the employee may agree on another period of gradual return while respecting the other conditions provided for in this clause; failing agreement, the employee shall definitely resume his or her work for the duration of his or her regular workweek or shall continue his or her disability period.

5-3.33

As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) or, if applicable, in the Teachers Pension Plan (RRE), or the Civil Service Superannuation Plan (RRF) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit provided for in subparagraph a) of paragraph A) of clause 5-3.32, he or she shall benefit from a waiver of his or her contributions to his or her pension plan without losing his or her rights. Provisions relating to the waiver of contributions shall form an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The Board may not dismiss an employee for the sole reason of his or her physical or mental impairment as long as the latter can receive benefits as a result of the application of clause 5-3.32 or of article 7-8.00. However, the fact that an employee does not avail himself or herself of clauses 5-3.44 and 5-3.45 cannot prevent the Board from dismissing this employee.

5-3.34

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

When a disability benefit is paid by the Société de l'assurance-automobile du Québec (S.A.A.Q.), 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 S.A.A.Q. and the difference is brought to the employee's gross taxable income from which the Board shall deduct all the amounts, contributions and dues required by law and the agreement.

The Board shall deduct one-tenth (1/10) of a day from the bank of sick leave per day used by virtue of subparagraph a) of paragraph A) of clause 5-3.32 in the case of the employee who receives benefits from the Société de l'assurance-automobile du Québec.

Effective the sixty-first (61st) day from the beginning of a disability, the employee who is presumed to be entitled to disability benefits under a federal or provincial law, with the exception of the Employment Insurance Act must, upon written request by the Board, accompanied by the appropriate forms, request such benefits from the organization concerned and respect all the obligations which may follow from such a request. However, the reduction of benefits provided for in clause 5-3.32 is made only from the moment when the employee is recognized as eligible and effectively begins to receive such benefits as provided for under the law. In the case where a benefit provided for under a law is granted retroactively to the first day of the disability, the employee shall undertake to reimburse the Board, as the case may be, for the portion of the benefit provided for under clause 5-3.32 as a result of the application of the first paragraph of this clause.

Every employee who receives a disability benefit paid by virtue of a federal or provincial law, with the exception of the Employment Insurance Act, must, in order to be entitled to his or her salary insurance benefits by virtue of clause 5-3.32, notify the Board of the amount of the weekly disability benefits that are paid to him or her. Furthermore, he or she must give his or her written authorization to the Board so that the latter may obtain all the necessary information from the organizations, in particular the S.A.A.Q. or the R.R.Q., which administer a disability insurance plan from which he or she receives benefits.

5-3.35 The payment of this benefit shall terminate at the latest on the date the employee begins his or her retirement.

5-3.36 No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the employee has provided the Board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability provided for in clause 5-3.32 begins on the date of the employee's return to work.

5-3.37 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 5-3.38.

5-3.38 The Board may require that the employee who is absent because of disability provide a written certificate for absences of less than four (4) days or a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the 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 or her to travel more than forty-five (45) kilometres from the usual place of work as defined in clause 7-3.20 shall be borne by the Board.

Upon the employee's return to work, the Board may require him or her to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. The cost of the examination as well as the employee's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from the usual place of work as defined in clause 7-3.20 shall be borne by the Board. If, in this case, the opinion of the employee's physician differs from the opinion of the Board's physician, the Board and the union shall, within thirty (30) days of the knowledge of the disagreement, agree on the choice of a third physician: failing agreement within this time frame, the Board's physician and the employee's physician shall agree, within the shortest possible time frame, on the choice of a third physician.

Without restricting the extent of his or her mandate, and subject to respecting the physicians' code of ethics, the third physician shall enquire into the opinions of the other two physicians and his or her decision shall be final and without appeal.

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

5-3.39

When payment of benefits is refused by reason of presumed non-existence or termination of any disability, the employee may appeal the decision according to the procedure for settling grievances and arbitration provided for in Chapter 9-0.00.

5-3.40

A) On July 1, of each year, the Board shall credit each employee covered by this article with seven (7) sick-leave days. The seven (7) days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year under the provisions of this article at the rate of the salary applicable on that date per day or fraction of a day not used.

B) Moreover, in the case of a first year of service of an employee who is not reassigned in accordance with the provisions of article 7-3.00, the Board shall add a credit of six (6) nonredeemable sick-leave days.

The employee hired during a fiscal year who was granted fewer than six (6) nonredeemable sick-leave days shall be entitled, on July 1 of the following fiscal year, if he or she remains in the service of the Board, to the difference between six (6) days and the number of nonredeemable sick-leave days granted to him or her on the effective date of his or her hiring.

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

5-3.41

If an employee becomes covered by this article in the course of a fiscal year or if he or she leaves his or her 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, it being specified that "complete month of service" means a month of service during which the employee is in service for half or more of the working days contained in that month.

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

5-3.42 In the case of an employee who holds a part-time position, the value of each day credited shall be reduced in proportion to the regular hours worked in relation to the regular workweek provided for in clause 8-2.01 or in clause 8-2.02, as the case may be.

5-3.43 A) Disabilities for which payment was being made on the date of the coming into force of this agreement shall remain covered under the plan provided for in this article.

B) The effective date of the beginning of the disability is not modified as a result of the coming into force of the new plan unless the employee does not meet the requirements of clause 5-3.04.

C) The disabled employee who is not entitled to any benefits on the date of the coming into force of this agreement shall be covered by the new plan upon his or her return to work once he or she commences a new disability period.

5-3.44 The value of the redeemable days to an employee's credit may be used to pay for the cost of buying back previous years of service as provided for in the provisions relating to pension plans.

5-3.45 The employee may also use his or her nonredeemable sick-leave days to his or her credit, at a rate of one (1) day per day, to extend his or her disability leave upon termination of the benefits provided for in subparagraph c) of paragraph A) of clause 5-3.32 and also for a leave provided for in article 5-4.00, providing that the employee has already used up his or her redeemable sick-leave days (except those provided for in clause 5-3.40).

5-3.46 The sick-leave days to an employee's credit on the date of the coming into force of the agreement shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

A) the redeemable days credited by virtue of clause 5-3.40 of the agreement;

B) after having used up the days mentioned in paragraph A) above, the other redeemable days to the employee's credit;

C) after having used up the days referred to in paragraphs A) and B) above, the nonredeemable days to the employee's credit.

5-3.47 Every employee who benefits from paragraph A) of clause 5-3.40 may use, subject to the provisions of the following paragraph, up to two (2) days per year for personal business upon a notice to the Board of at least twenty-four (24) hours.

The days thus used shall be deducted from the credit of seven (7) days obtained by the application of paragraph A) of clause 5-3.40 and, after having used such days, they shall be deducted from the other redeemable days to the employee's credit.

The days provided for in the first paragraph of this clause must be taken in half days or full 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 or her 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 only be paid as supplements to the employment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which employment insurance does not provide anything.

For the purposes of this article, spouse means either of the man and the woman:

- a) who are married and cohabiting;
- b) who are living together as husband and wife and are the father and mother of the same child;
- c) who have been living together as husband and wife for at least one (1) year.

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 or parapublic sector.

5-4.03 The Board shall not reimburse the employee for the amounts that Human Resources Development Canada could require her to pay under the Employment Insurance Act, when the employee's salary exceeds the maximum insurable by one and a half times.

The basic weekly salary⁽¹⁾, deferred basic weekly salary⁽¹⁾ and severance payments shall not be increased or decreased by the amounts received under the supplementary employment insurance benefits plan.

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 or she would not have had if he or she had remained at work.

SECTION II MATERNITY LEAVE

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

The employee who becomes pregnant while she is benefiting 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 5-4.09 and 5-4.10, as the case may be.

⁽¹⁾ For the sole purposes of this article, "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 responsibility to the exclusion of the others without any additional remuneration even for overtime.

The residual of the twenty (20) weeks of maternity leave and the rights and indemnities attached thereto shall be transferred to the employee whose spouse dies.

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

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

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

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

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

5-4.08 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 due date.

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.

5-4.09 Cases Eligible for Employment Insurance

The employee who has accumulated twenty (20) weeks of service⁽¹⁾ and who, following the submission of a request for employment insurance benefits by virtue of an employment insurance plan, receives such benefits, shall be entitled, during her maternity leave, subject to clause 5-4.12, to receive:

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

B) for each week she is receiving employment insurance benefits, an additional compensation equal to the difference between ninety-three percent (93%) of her basic weekly salary and the weekly employment insurance benefit that she is receiving; such additional compensation shall be calculated on the basis of the employment 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 employment insurance plan.

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

⁽²⁾ Ninety-three percent (93%): This percentage was set to take into account the fact that the employee is exonerated, during a maternity leave, from contributing her share of premiums to the pension and employment insurance plans. Such contribution on an average is equal to seven percent (7%) of her salary.

However, in the case of the employee who works for more than one employer, the additional compensation shall be equal to the difference between ninety-three percent (93%) of the basic salary paid by the Board and the percentage of the employment 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 Human Resources Development Canada.

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

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

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

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

Notwithstanding the provisions of the preceding paragraph, the Board shall provide 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 a letter.

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

5-4.10

Cases not Eligible for Employment Insurance

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

- A) the employee who holds a full-time position and who has accumulated twenty (20) weeks of service⁽¹⁾ shall also be entitled to a compensation equal to ninety-three percent (93%) of her basic weekly salary for ten (10) weeks, if she does not receive employment insurance benefits for the following reason:
 - she did not hold an insurable job for at least twenty (20) weeks during the period of reference provided for in the employment insurance plan.

- B) The employee who holds a part-time position and who has accumulated twenty (20) weeks of service⁽¹⁾ shall be entitled to a compensation equal to ninety-three percent (93%) of her basic weekly salary for ten (10) weeks, if she does not receive employment insurance benefits for one of the following reasons:
 - a) she did not contribute to the employment insurance plan;
 - or
 - b) she did contribute but did not hold an insurable job for at least twenty (20) weeks during her period of reference.

5-4.11

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

- A) No compensation may be paid during the vacation period for which the employee is paid.

- B) The compensation due for the first two (2) weeks shall be paid by the 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 employment insurance benefits, the first installment need only be paid fifteen (15) days after the Board receives proof that she is receiving employment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by Human Resources Development Canada to the Board by means of a computerized statement shall be considered as proof.

- C) Service with all the employers in the public and parapublic sectors (civil service, education, health and social services) including service with the following organizations shall be included in the calculation:
 - the Commission des droits de la personne et des droits de la jeunesse;
 - the Société québécoise de développement de la main-d'oeuvre;
 - the Commission des services juridiques;
 - the Régies de la santé et des services sociaux;
 - the Corporations d'aide juridique;
 - the Commission de la construction du Québec;
 - the Office franco-québécois pour la jeunesse;
 - the Régie des installations olympiques;
 - the Société des loteries du Québec;
 - the Société des traversiers du Québec;

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

- the Société immobilière du Québec;
- the Musée du Québec;
- the Musée de la Civilisation;
- the Musée d'Art contemporain de Montréal;
- the Société des établissements de plein air du Québec;
- the Société de gestion du réseau informatique des commissions scolaires;

and all other organizations referred to in Schedule C of the Act respecting the negotiation of collective agreements in the public and parapublic sectors (R.S.Q. Chapter R-8.2).

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

- D) The basic weekly salary of the employee who holds a part-time position shall be the average basic 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.

Any period during which the employee on a special leave provided for in paragraph A) of clause 5-4.18 does not receive any indemnity from the CSST shall be excluded for the purposes of calculating her average basic weekly salary.

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 rates and salary 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.

For the purposes of calculating her average weekly salary, the twenty (20)-week period preceding the employee's maternity leave shall exclude any period of layoff.

- E) In the case of an employee who is temporarily laid off, the maternity leave indemnity to which the employee is entitled by virtue of the agreement and which is paid by the Board ceases as of the day on which the employee is laid off.

Subsequently, when the employee is recalled or, as the case may be, reinstated in her position in accordance with the provisions of the agreement, the maternity leave indemnity is reinstated as of the date on which the employee would have been reinstated in her position or in another position by virtue of her right to recall.

In these two (2) cases, the weeks for which the employee received the maternity leave indemnity as well as the weeks included during the period of layoff shall be deducted from the twenty (20) or ten (10) weeks to which the employee is entitled by virtue of clause 5-4.09 or 5-4.10, as the case may be, and the maternity leave is reinstated for the remaining number of weeks provided for in clause 5-4.09 or 5-4.10, as the case may be.

5-4.12 The maternity leave allowance⁽¹⁾ paid by the ministère de la Sécurité du revenu du Québec shall be deducted from the benefits to be paid under clause 5-4.09.

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

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

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

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 this deferral no later than two (2) weeks before the termination of the maternity leave.

5-4.14 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 is hospitalized during her maternity leave or if her child's health so requires.

During these extensions, the employee shall not receive any compensation or salary and shall retain, insofar as she is entitled to it, the possibility of using her sick-leave days provided for in article 5-3.00.

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

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

The employee to whom the Board has sent the aforementioned notice must report to work upon the termination of the maternity leave, unless this leave is extended as provided for in clause 5-4.25.

The employee who does not comply with the preceding paragraph shall be considered as being on a leave of absence without 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.

⁽¹⁾ It is the allowance currently set at three hundred and sixty dollars (\$360).

5-4.17

When she returns from her maternity leave, the employee shall return to her position. Should the position have been abolished, the employee shall be entitled to the rights she would have had had she been at work at that time.

SECTION III SPECIAL LEAVES REGARDING PREGNANCY AND BREAST-FEEDING

5-4.18

A) Provisional Assignment and Special Leave

The employee may request to be temporarily assigned to another position, permanently vacant or temporarily vacant, of the same class of employment or, if she agrees and subject to the provisions of the agreement, 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 breastfeeding;
- c) she works regularly at a cathode-ray tube terminal.

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

The Board shall immediately notify the union of any request for special leave and shall provide it with the name of the employee and the reasons supporting her request for special leave.

The employee thus assigned to another position shall maintain the rights and privileges related to her regular position.

If this assignment is not carried out immediately, the employee shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel this special leave, the special leave shall terminate for the pregnant employee, on the date of the birth, and for the employee who is breastfeeding, at the end of the breastfeeding period. This assignment shall have priority over the application of the second and third paragraphs of clause 7-1.14 and the application of the priority to fill a position of a temporary nature assigned to an employee laid off temporarily by virtue of clause 7-2.04.

During the special leave provided for in this clause, the employee shall be governed, as regards her compensation, by the provisions of the Act respecting occupational health and safety (R.S.Q., Chapter S-2.1) concerning the reassignment of the pregnant employee or the employee who is breastfeeding.

However, following a written request to this effect, the Board shall pay the employee an advance on the benefit to be received on the basis of the anticipated benefits. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated payment, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made in accordance with clause 6-7.04 until the amounts owing have been paid. However, if the employee exercises her right to appeal the decision of the C.S.S.T., the reimbursement may not be required until the decision of the C.S.S.T. review office is made known.

In addition to the preceding provisions, at the employee's request, 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 and assign her to other duties which she is reasonably capable of performing for the remainder of her working time.

B) Other Special Leaves

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

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

5-4.19

As regards the visits referred to in subparagraph c) of paragraph B) of clause 5-4.18, the employee shall benefit from a special leave with salary for a maximum of four (4) days⁽¹⁾.

During the special leaves provided for in clause 5-4.18, the employee shall be entitled to the benefits provided for in clause 5-4.13, insofar as she is normally entitled to them, and in clause 5-4.17.

Moreover, the employee referred to in paragraph B) of clause 5-4.18 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of paragraph B) of clause 5-4.18, the employee must first have used up the four (4) days mentioned in the first paragraph of this clause.

SECTION IV OTHER PARENTAL LEAVES

PATERNITY LEAVE

5-4.20

The employee whose spouse gives birth shall be entitled to a leave with salary for a maximum period of five (5) working days. This leave may be discontinuous and must be taken between the beginning of the 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 child's baptism or registration.

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

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

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

5-4.21

- A) The employee who legally adopts a child shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his or 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. In order to obtain this leave, the employee must submit a written request to the Board at least two (2) weeks in advance.

During the leave for adoption, the employee shall be entitled to the benefits provided for in clause 5-4.13 insofar he or she is normally entitled to them and upon termination of this leave, he or she shall return to his or her position, unless it was abolished, in which case the employee shall be entitled to the benefits which he or she would have had had he or she been at work.

For every week the employee is on this leave, he or she shall receive a compensation equal to his or her basic weekly salary, paid at two (2)-week intervals or at weekly intervals if the salary payment system is on a weekly basis.

- B) 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 full legal responsibility for the child. If an adoption results, the employee may convert the leave without salary into a leave with salary. In order to obtain this leave, the employee must submit a written request to the Board at least two (2) weeks in advance.

The employee who travels outside Québec in order to adopt a 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.

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

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

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

5-4.22

The Board must forward to the employee, during the fourth (4th) week preceding the termination date of the ten (10)-week adoption leave, a notice indicating the termination date of this leave.

The employee to whom the Board sends the aforementioned notice must report to his or her place of work upon the termination of his or her leave for adoption, unless this leave has been extended in the manner provided for in clause 5-4.25.

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.

5-4.23 The employee who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave for a maximum period of five (5) working days, of which only the first two (2) days shall be remunerated.

This leave may be discontinuous but it may not be taken more than fifteen (15) days following the child's arrival home.

However, if it involves the spouse's child, the employee shall only be entitled to a leave without salary for a maximum period of two (2) working days.

5-4.24 However, the provisions of clauses 5-4.21 to 5-4.23 shall not apply to the employee who adopts his or her spouse's child.

FULL-TIME LEAVE OF ABSENCE WITHOUT SALARY OR PART-TIME LEAVE WITHOUT SALARY FOR MATERNITY, PATERNITY OR ADOPTION

5-4.25 Following a written request submitted to the Board at least two (2) weeks in advance in the case of a full-time leave of absence without salary and at least thirty (30) days in advance in the case of a part-time leave of absence without salary, the employee who wishes to extend her maternity leave, the employee who wishes to extend his paternity leave and either a female or male employee who wishes to extend either one of the leaves for adoption shall benefit from one of the two (2) options listed hereinafter, under the conditions stipulated therein:

- a) a full-time leave of absence without salary for a maximum period of thirty-four (34) continuous weeks which begins at the time the employee chooses and ends no later than one (1) year following the birth or, in the case of an adoption, one (1) year after he or she assumes full legal responsibility for the child;
- b) a full-time or part-time leave without salary for a maximum period of two (2) years which is taken immediately following a maternity leave, a paternity leave or a leave for adoption.

The employee may however modify his or her choice for the period exceeding the twelfth (12th) month of his or her leave upon a written notice sent to the Board thirty (30) days prior to the end of his or her first year of leave.

The employee who holds a part-time position shall also be entitled to this part-time leave without salary. However, the other provisions of the agreement concerning the determination of the number of hours of work shall remain applicable.

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

The request for a part-time leave of absence without salary must specify the schedule of the leave. Should the Board disagree on the number of days off per week, the employee shall be entitled to a maximum of two and a half (2.5) days off per week or the equivalent up to a maximum of two (2) years. Should the Board disagree on the distribution of these days, it shall effect the distribution.

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

During either of the aforementioned leaves, the employee shall retain the right, insofar as he or she is entitled to it, to use the sick-leave days provided for in article 5-3.00.

In the case of either of the aforementioned leaves, the request must specify the date of return to work.

5-4.26

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

The employee who benefits from a part-time leave without salary shall accumulate his or her seniority on the same basis as prior to the leave and, for the proportion of hours worked, shall be governed by the provisions applicable to an employee who has a part-time position.

Notwithstanding the preceding paragraphs, the employee shall accumulate his or her experience, for the purposes of determining his or her salary, up to the first thirty-four (34) weeks of a leave without salary or part-time leave without salary.

5-4.27

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

5-4.28

The employee to whom the Board has sent a four (4)-week notice indicating the termination date of one of the leaves provided for in clause 5-4.25 must inform the Board of his or her return to work at least two weeks before the termination of this leave. Failing which, he or she shall be considered as having resigned.

5-4.29

The employee who wishes to terminate his or her leave without salary before the anticipated date must submit a written notice of his or her intention at least twenty-one (21) days prior to his or her return. In the case of a leave without salary exceeding thirty-four (34) weeks, such notice shall be submitted at least thirty (30) days in advance.

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

LEAVE FOR PARENTAL RESPONSIBILITIES

5-4.30 A part-time or full-time leave without salary for a maximum of one (1) year shall be granted to an employee whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and requires his or her care. In this case, the fifth subparagraph of paragraph b) of clause 5-4.25 shall apply except as regards the maximum duration of the leave without salary, which cannot exceed one (1) year.

Subject to the other provisions of the agreement, the employee may be absent from work for a maximum of six (6) days per year, in cases where his or her presence is required, to fulfill obligations relating to the health, safety or education of his or her child.

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

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

SECTION V MISCELLANEOUS PROVISIONS

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

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

The employee who benefits from a premium for regional disparities by virtue of the agreement shall receive this premium during his or her leave for adoption as provided for in paragraph A) of clause 5-4.21.

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

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

5-5.00 PARTICIPATION IN PUBLIC AFFAIRS

5-5.01 The 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, or an election to an organization provided for in the James Bay and Northern Québec Agreement, or who is a candidate for a position of director of the Federation of Cooperatives of Northern Québec or the Makivik Corporation shall obtain, upon request, a leave of absence without salary which could extend from the declaration of the elections to the tenth (10th) day which follows the election day or for any shorter period situated between these two events.
- 5-5.03 A regular employee who does not report to work within the time allotted shall be considered as having resigned, unless the reason for which he or she does not report to work is one of the reasons for absence provided for in the agreement. In this case, the employee must notify the Board, except if it is impossible for him or her to report to work on the first working day following any leave provided for in the agreement, otherwise he or she shall be considered as having resigned as of that day.
- 5-5.04 The regular employee, elected in a municipal or school election, to an organization provided for in the James Bay and Northern Québec Agreement, the board of directors of a hospital, the Federation of Cooperatives of Northern Québec, the Makivik Corporation or a local community services centre may benefit from leaves of absence without salary with the Board's authorization which cannot be refused without a valid reason and according to the terms and conditions prescribed by it in order to carry out the duties of his or her position.
- 5-5.05 The regular employee elected in a provincial or federal election shall remain on leave without salary for the duration of his or her mandate.
- 5-5.06 Within the twenty-one (21) days following the expiry of his or her mandate, he or she must inform the Board of his or her decision to return to work; failing this, he or she shall be considered as having resigned.
- On returning to the Board, he or she shall be reinstated in his or her position, if it is available, or an equivalent position, the foregoing subject to Chapter 7-0.00.
- 5-5.07 Every employee elected to the council of commissioners of the Kativik School Board or to an Education Committee of the Board shall be considered as having resigned from his or her position with the Board as of the tenth (10th) day following his or her election.
- 5-6.00 VACATION
- 5-6.01 During each fiscal year, an employee shall be entitled, according to the duration of his or her active service for the preceding fiscal year, to an annual vacation period the duration of which is determined in clauses 5-6.10 and 5-6.11.
- 5-6.02 Every absence with salary shall be considered as active service for purposes of calculating vacation. However, this absence must not have the effect of deferring vacation to another fiscal year without the Board's permission or unless provided for in the agreement, nor shall it result in a salary which is higher than the employee's annual salary.

5-6.03

The length of the vacation period shall not be reduced in the case of one or more periods of disability not exceeding a total of two hundred and forty-two (242) working days per fiscal year nor in the case of a work accident or occupational disease.

In the case where the disability period exceeds two hundred and forty-two (242) working days per fiscal year, the excess shall not be counted as active service.

Notwithstanding the provisions of the first and second paragraphs of this clause, 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 or her position permanently; the month during which he or she was hired and the month during which he or she leaves shall count for one (1) complete month of active service, provided that he or she worked one-half or more of the working days of the month.

5-6.04

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

5-6.05

The vacation period shall be determined in the following manner:

A) Before May 1 of each year, the Board, after consulting the union or the group of unions concerned, may establish a period of total or partial shutdown for a maximum period of ten (10) working days. This period may be longer than ten (10) working days insofar as the union agrees. Every employee affected by the total or partial shutdown must take all the vacation to which he or she is entitled or part of his or her vacation equal to the shutdown period; the period of total or partial shutdown may vary for different groups of employees. The employee who is entitled to a number of days of vacation greater than the number of days used during this shutdown period shall take the additional days according to the terms and conditions prescribed hereinafter.

B) Before May 15 of each year, the employees shall choose the dates on which they wish to take their vacation and the latter shall be distributed by taking into account the seniority of the employees in the same office, department or school, where applicable. The employees' choices shall be submitted to the Board for approval and the latter shall take into account the needs of the department. The Board shall inform the employee of its decision no later than June 1 and the employee whose choice is refused shall then 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 needs of the department permit and if the change does not affect the vacation periods of other employees.

D) Every employee who benefits from at least ten (10) working days of vacation may take up to ten (10) working days of vacation during the summer. To this effect, the shutdown period provided for in paragraph A) shall count for the application of this paragraph. This paragraph D) shall not apply to warehouse employees.

E) The Board and the union may conclude an agreement concerning different terms and conditions from those prescribed above.

5-6.06

The employee must take his or her vacation in periods of at least five (5) consecutive days. Any remaining period of less than five (5) days must be taken consecutively, unless there is an agreement to the contrary between the Board and the employee concerned.

- 5-6.07 If one or more paid legal holidays coincide with the employee's vacation, the period shall be extended for an equivalent duration.
- 5-6.08 The employee on vacation shall continue to receive the salary that is regularly paid to him or her according to the provisions of article 6-7.00. However, the salary shall be paid to him or her, before the departure, for the duration of his or her vacation period, as long as the employee has submitted a request to this effect to the Board at least two (2) weeks before the beginning of his or her vacation. The employee shall be deemed to have made a request if he or she informs the Board of his or her choice before May 15 of the year concerned.
- 5-6.09 In the case of permanent termination of employment, the employee shall be entitled, in accordance with the provisions of this article, to the payment of vacation acquired and not used.
- 5-6.10 Subject to clause 5-6.11, the employee shall benefit from:
- twenty (20) working days of vacation if he or she has less than seventeen (17) years of seniority on June 30 of the year of acquisition;
 - twenty-one (21) working days of vacation if he or she has seventeen (17) years or more of seniority on June 30 of the year of acquisition;
 - twenty-two (22) working days of vacation if he or she has nineteen (19) years or more of seniority on June 30 of the year of acquisition;
 - twenty-three (23) working days of vacation if he or she has twenty-one (21) years or more of seniority on June 30 of the year of acquisition;
 - twenty-four (24) working days of vacation if he or she has twenty-three (23) years or more of seniority on June 30 of the year of acquisition;
 - twenty-five (25) working days of vacation if he or she has twenty-five (25) years or more of seniority on June 30 of the year of acquisition.
- 5-6.11 Subject to clause 5-6.03 the employee whose duration of active service, during the year of acquisition of vacation, was less than one year, shall be entitled to the number of vacation days as determined by the following table:

TABLE OF ACCUMULATION OF DAYS OF VACATION

			NORMAL DURATION OF VACATION TAKING INTO ACCOUNT THE EMPLOYEE'S SENIORITY					
			20 Days	21 Days	22 Days	23 Days	24 Days	25 Days
TOTAL NUMBER OF DAYS OF ACTIVE SERVICE DURING YEAR OF ACQUISITION			Actual duration of vacation taking into account the days of active service during the 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

- 5-6.12 The employee who is absent from work because of a disability or a work accident at the time scheduled for his or her vacation, may defer his or her vacation to another period in the same fiscal year or, if he or she has not returned to work at the end of the fiscal year, to another period in a subsequent fiscal year, to be determined by agreement between him or her and the Board.
- 5-6.13 When an employee leaves the Board at the time of his or her retirement, he or she shall be entitled to the entire vacation period for the year of his or her retirement.
- 5-7.00 PROFESSIONAL IMPROVEMENT
- 5-7.01 The Board and the union recognize the importance of ensuring the professional improvement of employees.
- 5-7.02 For the purposes of applying this article, professional improvement activities shall include any one of the following three (3) types of professional improvement:
- A) organizational professional improvement shall include all professional improvement activities required by the Board, designed to acquire knowledge, develop or acquire skills or techniques or to modify an employee's work habits and which improve the quality of administration at the Board;
 - B) occupational professional improvement shall include all professional improvement activities designed to increase knowledge, develop or acquire skills or techniques, to modify an employee's work habits which lead him or her to better perform his or her duties or prepare him or her for duties which he or she could be called upon to perform at the Board;
 - C) personal professional improvement shall include courses or studies dispensed in a learning institution recognized by the Ministère, with the exception of popular education courses.
- 5-7.03 Professional improvement shall be the responsibility of the Board and the professional improvement programs shall be conceived by the Board in relation to its needs and to those of its employees.
- 5-7.04 Within thirty (30) days of the written request of the Board or the union, the Labour Relations Committee may become a professional improvement committee.
- 5-7.05 The Board shall establish its professional improvement policies and programs in consultation with the Professional Improvement Committee; the Board shall make inquiries about the employees' needs in professional improvement through the committee and the committee shall collaborate in preparing these policies and programs.
- 5-7.06 The duties of the Professional Improvement Committee shall be:
- A) to collaborate in the setting up of professional improvement programs;
 - B) to collaborate in the planning of professional improvement activities;
 - C) to study professional improvement requests presented by the employees or required by the Board;

D) to make appropriate recommendations to the Board, particularly those concerning the distribution and use of the professional improvement budget.

5-7.07

When the Board requests an employee to take part in professional improvement activities, it must reimburse him or her for the costs, according to the norms it establishes upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where an employee receives an allowance or any other amount of money from another source, he or she must give the Board any amount thus received.

5-7.08

When, at an employee's request, the Board shall authorize an employee to participate in professional improvement activities, it may reimburse the costs upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where an employee receives an allowance or any other money from another source, he or she must give the Board any amount thus received.

5-7.09

The employee who, at the request of the Board, participates in professional improvement activities during his or her regular work hours shall be considered at work during this period.

5-7.10

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;
- C) such a benefit does not oblige the Board to organize courses;
- D) these courses be taken outside the employee's working hours.

5-7.11

For the purpose of applying this article, the Board shall have available, for each fiscal year of the agreement, an amount equal to forty-five (\$45) per regular employee who has a full-time position or the equivalent, according to the number established at the beginning of each fiscal year.

The Board shall decide on the use of these amounts after consulting the Professional Improvement Committee.

The amounts not used or committed during a fiscal year shall be added to those provided for the following fiscal year.

5-7.12

The amounts for professional improvement related to the implementation of a technological change within the meaning of clause 8-8.01 shall not be taken from the amounts mentioned in the preceding clause.

5-7.13

Notwithstanding the foregoing, the Board shall allow an employee to complete, under the same conditions, the professional improvement activities already begun.

5-7.14

The amounts prescribed in clause 5-7.11 shall be allotted as a priority for the professional improvement projects submitted by the beneficiaries of the James Bay and Northern Québec Agreement.

5-7.15 The Board shall invite a support staff employee, beneficiary of the James Bay and Northern Québec Agreement, designated by the union, to sit on the Board's Training Committee when the latter discusses training and professional improvement programs for beneficiaries of the James Bay and Northern Québec Agreement.

5-7.16 Upgrading

A) In order to permit employees to more adequately meet the requirements of the positions to be filled within the framework of article 7-1.00, the professional improvement policy must provide for, within one hundred and twenty (120) days of the coming into force of the agreement, subject to paragraph C), the setting up of a professional improvement program dealing specifically with the upgrading of secondary-level skills already acquired by regular employees in the course of their initial training.

B) This program provides for short-term professional improvement activities (which take a few days or even a few hours).

C) The Board shall make inquiries through the professional improvement committee as to the upgrading needs of its employees.

D) The nature, duration and frequency of the upgrading activities offered to employees shall be determined in consultation⁽¹⁾ with the Professional Improvement Committee.

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 as a result of or in the course of the performance of his or her duties as an employee.

5-8.02 The Board shall agree to indemnify the employee against any liability imposed by a judgment for loss or damage resulting from actions, other than in the case of serious fault or gross negligence, committed by the employee as a result of or in the course of the carrying out of his or her duties as an employee or in applying clause 5-8.05 as an employee, but only up to the amount for which the employee is not already indemnified by another source, provided that:

A) as soon as it is reasonably possible, the employee has given the Board a written account of the facts surrounding any claim made against him or her;

B) he or she has not admitted any responsibility with regard to such a claim;

C) he or she surrenders to the Board, up to an amount equal to the loss or damage assumed by it, his or her rights to recourse against the third party and that he or she 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 or her own expense, and to have him or her assist the attorney chosen by the Board.

⁽¹⁾ or, if need be, according to the eligibility criteria and method of participation of employees prescribed by the Professional Improvement Committee.

- 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 or her personal belongings which are normally used for the performance of his or her 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 these 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 Clause 5-8.01 shall apply in all cases where an employee is called upon, as a result of or in the course of the carrying out of his or her duties, to administer first aid to a student or to an employee.
- 5-9.00 LEAVE OF ABSENCE WITHOUT SALARY
- 5-9.01 The Board shall grant a regular employee a leave of absence without salary on a full-time or on a part-time basis for reasons which it deems valid for a maximum duration of twelve (12) consecutive months; this leave of absence may be renewed. In the case of a part-time leave, the relevant provisions of the agreement shall apply to the employee concerned.
- 5-9.02 The Board shall grant a leave without pay for a period not exceeding twelve (12) months to enable the employee to accompany his or her spouse whose workplace has been temporarily or permanently changed.
- 5-9.03 The Board shall grant a regular employee who so requests a full-time or a part-time leave of absence without salary if the granting of such a leave allows the use of an employee on availability.
- 5-9.04 Subject to the provisions of the second paragraph of clause 5-9.05, the Board shall grant the tenured employee a first full-time or part-time leave of absence without salary for a period not exceeding twelve (12) consecutive months for studies leading to a diploma from an officially recognized institution.
- 5-9.05 The Board shall grant a regular employee a full-time or a part-time leave without salary of a minimum duration of one (1) month without exceeding twelve (12) consecutive months. The regular employee may benefit from such a leave every time he or she has accumulated at least seven (7) years of seniority.
- The Board shall not be required to grant this leave, for or during the same period, to more than one employee per office, service, school or adult education centre; in this case priority shall be given to the employee with the greatest seniority. The Board may also refuse such a request if it is unable to find a replacement, if applicable.
- 5-9.06 The employee who is affected by a prolonged illness attested to by a medical certificate accepted by the Board shall, if he or she has exhausted the benefits provided for in clauses 5-3.32, 5-3.44 and 5-3.45, obtain a full-time leave of absence without salary for the balance of the current fiscal year.

- 5-9.07 Except in the case provided for in clause 5-9.03, the request for a leave without salary or for the renewal of a leave without salary must be made at least thirty (30) days prior to the beginning of the leave; the request shall be made in writing and must specify the reasons as well as the dates of the beginning and the end of the leave. Moreover, the request for a part-time leave without salary must specify the schedule of the leave.
- 5-9.08 In the case of a part-time leave without salary provided for in this article, the Board and the employee must agree on the schedule of the leave and on the other terms and conditions of application.
- 5-9.09 During his or her absence, the employee's seniority shall be calculated in conformity with article 8-1.00 of the agreement; furthermore, the employee may participate in the insurance plans provided for in article 5-3.00 and in the complementary plans, provided that he or she pay the entire amount of the premiums and contributions required plus tax, where applicable, if the regulations of these plans permit.
- 5-9.10 The employee may terminate his or her leave without salary before the date foreseen with the consent of the Board. If the Board refuses to terminate his or her leave without salary before the date foreseen, clause 5-9.13 shall no longer apply to the employee concerned.
- Moreover, the employee may also terminate his or her leave without salary before the date foreseen for a valid reason and upon a written notice sent at least thirty (30) days before his or her return, if there is an available vacant position for which he or she meets the qualifications and requirements.
- 5-9.11 On his or her return, the employee shall be reinstated in the position he or she held upon his or her departure, subject to the provisions of article 7-3.00.
- 5-9.12 In case of resignation during or at the end of this leave of absence, the employee shall reimburse the Board for any amount paid for and in the name of this employee.
- 5-9.13 The employee, who uses his or her leave of absence for purposes other than those for which he or she obtained it, shall be considered as having resigned as of the beginning of the leave.
- 5-10.00 SABBATICAL LEAVE WITH DEFERRED SALARY
- 5-10.01 The sabbatical leave with deferred salary plan allows a tenured employee who is not on availability to have his or her salary for a given period of work spread over a longer period in order to be able to benefit from a sabbatical leave with salary: such a plan is only applicable in accordance with the law and its regulations.
- The purpose of this leave is not the payment of benefits to the employee upon retirement nor the deferral of income tax.
- 5-10.02 The granting of this leave shall be the responsibility of the Board; however, should the Board refuse the leave, it shall provide the employee with the reason for its refusal if the employee so requests.

5-10.03 For the purpose of this article the term "contract" means the contract provided for in Appendix VI.

5-10.04 The sabbatical leave plan may only apply for the period of the contract and the corresponding duration of the leave as determined in the following table and according to the percentages of salary paid during the contract.

<u>Period of Leave</u>	<u>Period of participation in the plan</u> (contract)			
	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

5-10.05 The sabbatical leave of a duration of six (6) months to twelve (12) months terminates at the same time as the contract ends.

5-10.06 At the end of the leave, the employee must return to work in accordance with the provisions of the Income Tax Act pertaining to individuals.

5-10.07 The leave is subject to the provisions of Appendix VI.

5-10.08 The employee who obtained a sabbatical leave with deferred salary by virtue of the 1986-1988 or 1989-1995 collective agreement shall continue to be governed by the provisions that were applicable to him or her.

CHAPTER 6-0.00 REMUNERATION

6-1.00 CLASSIFICATION RULES

Determination of the class of employment on the date of the signing of the agreement

6-1.01 The classification of an employee shall be that held on the date of the signing of the agreement.

Determination of the Class of Employment During the Agreement

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

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

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

6-1.05 Subsequently, the employee shall be informed of any change in his or her duties.

6-1.06 The employee who obtains a new position as a result of the application of article 7-1.00 or 7-3.00 and who claims that the new duties which he or she 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 or she obtains the position. In the case of arbitration, clause 6-1.15 shall apply.

Change in Duties

6-1.07 The employee who claims that the duties which he or she must perform principally and customarily as required by the Board correspond to a class of employment which differs from his or her own may file a grievance according to the procedure for settling grievances provided for in article 9-1.00 of the agreement. Notwithstanding the time limit specified in the first subparagraph of paragraph A) of clause 9-1.03, the employee may validly submit a grievance as long as he or she is performing these duties.

In the event of arbitration, clause 6-1.15 shall apply and the ensuing decision cannot have any retroactive effect prior to the date on which it was filed at the Board.

The fact that these changes occurred during the provisions of the 1989-1995 agreement cannot invalidate the grievance as long as the latter was filed within thirty (30) working days of the signing of this agreement.

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

The arbitrator's decision must comply with the Classification Plan and he or she must establish the similarity between the employee's characteristic functions and those provided for in the Classification Plan.

The monetary compensation provided for in this clause shall be calculated in accordance with clause 6-2.13.

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

A) within twenty (20) working days of the arbitrator's decision, the negotiating parties shall meet in order to determine a monetary compensation within the salary scales provided for in the agreement and shall agree, if need be, on the class of employment to be used as a basis, in accordance with clauses 6-1.06 and 6-1.07, in order to determine the said compensation;

B) failing an agreement, the union concerned by the arbitral decision may request that the arbitrator determine the monetary compensation by finding in the agreement a salary which is the closest to a salary which corresponds to duties similar to those of the employee concerned within the public and parapublic sectors.

6-1.10 In the case of a grievance submitted under clause 6-1.06 or 6-1.07, if, within thirty (30) days following the arbitrator's decision by virtue of clause 6-1.08 or 6-1.09, the Board has not reestablished the employee's duties to those prior to the grievance, the employee shall obtain the class of employment corresponding to the duties that he or she has shown to have performed principally and customarily.

6-1.11 If the Board decides to maintain a position for which, under clause 6-1.09, the arbitrator was not able to establish similarity, it shall approach the management 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 6-1.13 and 6-1.14 shall then apply.

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

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

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

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

Arbitration

6-1.15 For the purposes of clauses 6-1.08, 6-1.09, 6-1.14 and 7-1.02, the grievances submitted to arbitration shall be decided upon, for the duration of the agreement, by the following arbitrators:

Dufresne, Pierre N.
Ferland, Gilles
Moalli, Émile

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

The chief arbitrator whose name appears in clause 9-2.02 shall see to the distribution of these grievances among the arbitrators appointed by virtue of this clause. The procedure prescribed in article 9-2.00 shall apply with the necessary changes.

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

6-2.00 **DETERMINATION OF STEP**

At the time of Hiring

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

6-2.02 The step shall usually correspond to one (1) complete year of recognized experience. It shall denote the salary rate in the scales provided for in Appendix I.

6-2.03 An employee who possesses only the minimum qualifications specified in the Classification Plan to obtain a class of employment shall be entitled to the first step of the class.

6-2.04 An employee who possesses more years of experience than the minimum specified in the Classification Plan for his or her 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 outlined in the class of employment.

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

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

6-2.05

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

Advancement in Step

6-2.06

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

The subsequent advancement in step shall usually be granted on the anniversary date of the first advancement.

This clause shall apply subject to clause 6-2.08.

6-2.07

The employee who is temporarily laid off due to a periodic slowdown or seasonal shutdown of activities in his or her sector shall be considered as being in the service of the Board during this period for the purposes of determining the date of his or her advancement in step as well as for the purposes of advancement in step.

6-2.08

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

Notwithstanding any provision to the contrary, no advancement in step shall be granted for the period from January 1, 1983 to December 31, 1983 and the step thus lost may in no way be recuperated.

Moreover, the months between January 1, 1983 and December 31, 1983 may not be taken into account when determining any subsequent step or when applying clauses 6-2.06, 6-2.13, 6-2.14 and 6-2.15.

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

6-2.09

The transition from one step to another shall take place following an annual evaluation of the employee; the advancement in step is granted unless the evaluation was unsatisfactory.

6-2.10

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

6-2.11 The advancement of 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 are deemed directly relevant by the Board and that they are greater in terms of schooling than the qualifications specified in the Classification Plan for his or her class of employment.

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

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

6-2.13 At the Time of a Promotion

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

A) a) Technical Support and Administrative Support Personnel Categories

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

b) Trades and Labour Support Personnel Category

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

B) The employee shall be placed in the step in his or her new class of employment which corresponds to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this new class.

C) In the case of an employee who is overscale and who remains overscale:

a) Technical Support and Administrative Support Personnel Categories

The employee shall receive an increase determined as follows:

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

b) Trades and Labour Support Personnel Category

The employee shall receive an increase which is determined in the following manner:

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

6-2.14

At the Time of a Transfer

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

6-2.15

At the Time of a Demotion

A) An employee demoted voluntarily shall receive the salary which corresponds to the more advantageous of the following formulas:

- a) he or she shall be placed in the step of the new class of employment, the salary rate of which is immediately below that which he or she receives;
- b) he or she shall be placed in the step of the new class of employment corresponding to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this class.

B) An employee demoted involuntarily shall obtain the salary which corresponds to the more advantageous of the formulas provided for in the preceding paragraph A), on the condition that the difference between the salary in his or her new class of employment and the salary he or she received before his or her demotion be made up by a lump sum which is spread over each of his or her pays and paid over a maximum period of two (2) years after the demotion.

However, the employee who, within a two (2)-year period following his or her demotion, obtains a position which would have constituted a transfer had he or she not been affected by a demotion, shall then receive the same salary that he or she would have received if he or she had not been affected by a demotion.

6-2.16

Failing an agreement to the contrary between the Board and the union, an employee who receives a lump sum by virtue of the application of clauses 6-2.13 and 6-2.15 of the former agreement shall continue to do so in accordance with the former agreement and for the time specified therein.

This clause cannot result in modifying the rights and obligations of the parties as provided for in clauses 6-2.13 and 6-2.15 of the former agreement.

6-3.00 SALARY

6-3.01 **Salary Rates and Scales**

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

Period from July 1, 1995 to December 31, 1996

6-3.02 The salary scales and rates applicable for the period from July 1, 1995 to December 31, 1996 are those found in Appendix I of the agreement.

Period from January 1, 1997 to December 31, 1997

6-3.03 Every hourly rate and every salary scale in effect on December 31, 1996 shall be increased⁽¹⁾, effective on January 1, 1997, by a percentage equal to one percent (1%). These rates and salary scales are found in Appendix I of the agreement.

Period commencing January 1, 1998

6-3.04 Every hourly rate and every salary scale in force on December 31, 1997 shall be increased⁽¹⁾, effective on January 1, 1998, by a percentage equal to one percent (1%). The rates and scales applicable are those found in Appendix I of the agreement.

Lump sum on April 1, 1996

6-3.05 A lump sum, rounded off to the nearer dollar figure, equal to 0.5% of the annual salary rate shall be paid, by June 30, 1996, to employees and shall be calculated in proportion to the regular hours remunerated during the period from April 1, 1995 to March 31, 1996.

6-3.06 The employee, whose employment ended between April 1, 1995 and March 31, 1996, must request payment of the amount due under the provisions of clause 6-3.05 within four (4) months of receiving the list provided for in clause 6-3.07. In the event of the employee's death, the request may be made by his or her beneficiaries.

6-3.07 No later than June 30, 1996, the board shall provide the union with a list of every employee covered by the provisions of clause 6-3.05 and who has left its employment between April 1, 1995 and March 31, 1996 including his or her last known address.

⁽¹⁾ Taking into account, where applicable, the harmonization of scales, the amalgamation of classes of employment, the changes in the structure of certain scales, the creation of new classes of employment and the changes in the Classification Plan.

Overrate or Overscale Employees

- 6-3.08 The employee whose salary rate, on the day preceding the date on which the salaries and salary 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 salaries and salary scales are increased, from a minimum rate of increase which is equal to half of the percentage of increase applicable on January 1 of the period concerned in relation to December 31 of the preceding year, at a single salary rate or a step situated at the maximum of the scale on December 31 of the preceding year corresponding to his class of employment.
- 6-3.09 If the application of the minimum rate of increase determined in clause 6-3.08 has the effect of placing, on January 1, an employee who was overscale or overrate on December 31 of the preceding year at a salary which is lower than the maximum step of the scale or single salary rate corresponding to his class of employment, this minimum rate of increase is brought to the percentage necessary to permit the employee to reach this step or the single salary rate.
- 6-3.10 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 the provisions of clauses 6-3.08 and 6-3.09, is paid to him as a lump sum calculated on the basis of his salary rate on December 31.
- 6-3.11 The lump sum is spread and paid over each pay period in proportion to the regular hours remunerated for each pay period.
- 6-4.00 TRAVEL EXPENSES
- 6-4.01 The employee who is required to travel within or outside the Board's territory in order to perform his or her duties must be reimbursed for the expenses actually incurred for this purpose, upon presentation of supporting vouchers in accordance with the norms established by the Board and at the most favourable rate applicable to all of its unionized groups at the Board.
- 6-4.02 In order to justify reimbursement, any travelling must be authorized by the competent authority.
- 6-4.03 The employee who uses his or her car shall be entitled to a reimbursement at the most favourable rate applicable to all of the unionized groups at the Board.
- 6-4.04 The other expenses (public transportation, taxis, parking, lodging and meals) shall be reimbursed upon presentation of supporting vouchers in accordance with the norms of the Board and at the rate provided for in clause 6-4.01.
- 6-4.05 The employee who uses his or her automobile must provide proof that his or her insurance policy category is "pleasure and occasional business" or "pleasure and business" and that his or her public liability coverage is at least one hundred thousand dollars (\$100 000) for damages to another's property only.
- 6-4.06 The possession of a vehicle may be a requirement for a position in which the employee is required to travel regularly in order to perform his or her duties.

However, if no such requirement existed at the time the employee was assigned to the position, the possession of a vehicle as a subsequent requirement may not result in the loss of the position or employment for the employee concerned.

6-4.07 The Board may not compel an employee to transport heavy material or equipment which could damage or cause premature wear to his or her vehicle.

6-4.08 Travelling time in the service of the Board must be considered as work time if the employee travels, the same day, with the authorization of the Board, from one workplace to another within the locality⁽¹⁾ where he or she is assigned. The employee's travels outside the locality⁽¹⁾ where he or she is assigned shall be governed by the policies of the Board (see Appendix XVII).

6-5.00 PREMIUMS

6-5.01 Premiums for Responsibility

A) Lead Hand Premium

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

From July 1, 1995 to December 31, 1996:	\$0.70/hour.
From January 1, 1997 to December 31, 1997:	\$0.71/hour.
As of January 1, 1998:	\$0.72/hour.

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

B) Premium for Additional Responsibility

a) The employee who is a stationary engineer and who principally and customarily supervises a combination of boilers and refrigeration equipment located in the same area and who possesses the two (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 or her class of employment, a salary supplement determined hereinafter:

From July 1, 1995 to December 31, 1996:	\$8.20/week.
From January 1, 1997 to December 31, 1997:	\$8.28/week.
As of January 1, 1998:	\$8.36/week.

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

From July 1, 1995 to December 31, 1996:	\$0.67/hour.
From January 1, 1997 to December 31, 1997:	\$0.68/hour.
As of January 1, 1998:	\$0.69/hour.

⁽¹⁾ Within the meaning of article 7-3.00.

C) Premium for Pipe Welder

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

From July 1, 1995 to December 31, 1996:	\$1.17/hour.
From January 1, 1997 to December 31, 1997:	\$1.18/hour.
As of January 1, 1998:	\$1.19/hour.

D) Premium for Caretaker Assigned to a School with Steam Heating

The caretaker assigned to a school (building) with steam heating governed by the Law for stationary engineers, shall be entitled to a weekly premium in addition to the salary provided for his or her class of employment, on the condition that he or she is responsible for the operation and supervision of that system and that he or she possesses the required competency certificate. The amount of this premium is:

From July 1, 1995 to December 31, 1996:	\$8.31/week.
From January 1, 1997 to December 31, 1997:	\$8.39/week.
As of January 1, 1998:	\$8.47/week.

6-5.02

Evening and Night Shift Premium

A) Evening Shift Premium

The employee for whom half or more of the regular working hours are between 16:00 hours and 24:00 hours shall benefit from an hourly premium of:

From July 1, 1995 to December 31, 1996:	\$0.53/hour.
From January 1, 1997 to December 31, 1997:	\$0.54/hour.
As of January 1, 1998:	\$0.55/hour.

B) Night Shift Premium

The employee for whom half or more of the regular working hours are between 24:00 hours and 08:00 hours shall benefit from an hourly premium of:

From July 1, 1995 to December 31, 1996:	\$0.79/hour.
From January 1, 1997 to December 31, 1997:	\$0.80/hour.
As of January 1, 1998:	\$0.81/hour.

6-6.00

REGIONAL DISPARITIES

6-6.01

DEFINITIONS

For the purposes of this article, the following expressions mean:

A) Dependent:

The spouse and dependent child as defined in clause 5-3.02 and any other dependent as defined in the Taxation Act provided that the latter resides with the employee. However, for the purposes of this article, the income earned from a job by the employee's spouse shall not nullify the latter's status as dependent.

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

B) Point of Departure:

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

The fact that an employee in the public and parapublic sectors already covered by the provisions concerning regional disparities changes employer in the public and parapublic sectors shall not modify his or her point of departure.

C) Sectors

Sector I:

Kuujuaq and Kuujjuaraapik and Mailasi.

Sector II:

Inukjuak, Puvirnituk and Umiujaq.

Sector III:

Tasiujaq, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqtac, Akulivik, Kangiqsujaq, Kangirsuk and Salluit.

LEVEL OF PREMIUMS

6-6.02 The employee working in one of the sectors mentioned in clause 6-6.01 shall receive an annual isolation and remoteness premium according to the following table:

	Sectors	from 95 07 01 to 96 12 31	from 97 01 01 to 97 12 31	As of 98 01 01
With. dependent(s)	Sector I	\$9 526	\$9 621	\$9 717
	Sector II	\$12 387	\$12 511	\$12 636
	Sector III	\$14 614	\$14 760	\$14 908
No dependents	Sector I	\$5 955	\$6 015	\$6 075
	Sector II	\$7 028	\$7 098	\$7 169
	Sector III	\$8 289	\$8 372	\$8 456

6-6.03 The employee occupying a part-time position and working in one of the sectors mentioned above shall receive this premium in proportion to the hours worked as compared to the regular workweek provided for in clause 8-2.01 or clause 8-2.02, as the case may be.

6-6.04 The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the employee's assignment in the Board's territory included in one of the sectors described in clause 6-6.01 in relation to one year.

6-6.05 If both spouses work for the 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 or herself of the premium applicable to the employee with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium appearing in the scale "no dependent", notwithstanding the definition of the term "dependent" found in clause 6-6.01.

- 6-6.06
- A) Subject to clause 6-6.04, the Board shall cease to pay the isolation and remoteness premium established in this article if the employee and his or her dependents deliberately leave the territory during a paid leave or absence of over thirty (30) days, except if it involves annual vacation, sick-leave, maternity leave, leave for adoption or leave due to a work accident or occupational disease.
 - B) The employee cannot benefit from clauses 6-6.23 to 6-6.25 during a full-time leave without salary provided for in clause 5-4.25 or in the first paragraph of clause 5-4.30.
 - C) The employee who benefits from a maternity leave provided for in section II of article 5-4.00, as well as the employee who benefits from a leave for adoption provided for in clause 5-4.21 shall continue, if need be, to benefit in proportion to the other applicable provisions of this article 6-6.00 provided that he or she continues to reside during the leave in one of the sectors provided for in clause 6-6.01.

OTHER BENEFITS

6-6.07 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 or she is required to perform his or her duties, provided that it is situated in one of the sectors described in clause 6-6.01:

- a) the transportation expenses of such employee and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - 1) two hundred and twenty-eight (228) kilograms for each adult or each child twelve (12) years old and over;
 - 2) one hundred and thirty-seven (137) kilograms for each child under twelve (12) years old;
- c) the cost of transporting his or her furniture other than that provided by the Board, if applicable;
- d) the cost of transporting his or her utensils up to forty-five (45) kilograms;
- e) the cost of storing his or her furniture, if need be.

6-6.08 If the employee eligible for the provisions of paragraphs b), c) and d) of clause 6-6.07 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the said provisions during the year following the date on which his or her assignment began.

6-6.09

- A) These expenses shall be payable provided that the employee not be reimbursed for such expenses by another plan, such as the federal mobility assistance program to look for employment, and solely in the following cases:
- 1) the employee's first assignment: from the point of departure to the place of assignment;
 - 2) the employee is laid off by the Board: from the place of assignment to the point of departure;
 - 3) the recall by the Board of the employee who had been laid off within the framework of article 7-3.00: from the point of departure to the place of assignment;
 - 4) a subsequent assignment or a transfer at the request of the Board or the employee: from one place of assignment to another;
 - 5) at the time of the resignation of the employee: from the place of assignment to the point of departure. These expenses shall not be reimbursed if the resignation occurs within the first sixty (60) days of the beginning of the employee's assignment in one of the sectors mentioned in clause 6-6.01;
 - 6) the employee's death: from the place of assignment to the point of departure;
 - 7) when an employee obtains a leave of absence for educational purposes: from the place of assignment to the place of study in Québec. In this case, the expenses referred to in clause 6-6.07 shall also be payable to the employee whose point of departure is situated fifty (50) kilometres or less from the locality where he or she performs his or her duties.
- B) These expenses shall be borne by the Board upon presentation of supporting vouchers.
- C) In the case of an employee recruited outside Québec, the total reimbursable expenses must not exceed the lesser of the following amounts: either the actual cost from his or her domicile at the time of engagement or the transportation cost from Montréal to the place of assignment.
- D) For the purposes of applying paragraph a) of clause 6-6.07 and of clause 6-6.14, the Board shall pay in advance to the carrier the transportation costs of the employee and of his or her dependents as well as the transportation costs of his or her baggage excluding excess baggage.
- E) For the purposes of applying subparagraph 7) of paragraph A) of this clause, the expenses shall also be paid to an employee not covered by the preamble of clause 6-6.07.
- F) Clause 6-6.14 shall also apply to an employee assigned or transferred in a locality situated more than fifty (50) kilometres from the locality where he or she was recruited.

6-6.10

For the purposes of paragraph e) of clause 6-6.07, the parties agree that the Board shall assume the costs of storing the employee's furniture according to the following terms and conditions:

- a) unless there is an agreement to the contrary between the Board and the employee, the employee must submit to the Board at least three (3) written estimates or quotations of the costs to be incurred from recognized reputable furniture storage companies;

- b) the employee shall store his or her furniture with the company which gave the lowest bid (or quotation);
- c) these costs shall be borne by the Board at the earliest on the date on which the employee begins his or her assignment in one of the sectors mentioned in clause 6-6.01 and at the latest on the date on which the employee is no longer assigned in that sector;
- d) unless there is an agreement to the contrary between the Board and the employee, the Board shall not assume the costs of storing furniture with relatives or friends or with persons who do not have a furniture storage business on a regular basis;
- e) the insurance costs related to the storage of furniture shall be borne by the employee.

6-6.11 The weight of two hundred and twenty-eight (228) kilograms provided for in subparagraph 1) of paragraph b) of clause 6-6.07 shall be increased by forty-five (45) kilograms per person per year of service spent in one of the sectors described in clause 6-6.01 in the employ of the Board.

6-6.12 If both spouses, within the meaning of clause 5-3.02, work for the Board, only one (1) of the two (2) may avail himself or herself of the benefits of clauses 6-6.07 to 6-6.11. If the employee or his or her spouse receives equivalent benefits from another employer or another source, the Board shall not be required to provide any reimbursement.

OUTINGS

6-6.13 The fact that the spouse is an employee of the public and para-public sectors shall not have the effect of granting the employee more paid outings than that provided for in this agreement.

- 6-6.14
- A) In proportion to the duration of his or her assignment in one of the sectors described in clause 6-6.01, the Board shall assume for the employee recruited from more than fifty (50) kilometres from the locality where he or she performs his or her duties for the expenses inherent to three (3) outings per year, for the employee and his or her dependents up to the point of departure, unless he or she agrees with the Board on a different arrangement.
 - B) The expenses borne by the Board under this clause shall cover the return trip from the place of assignment to his or her point of departure.
 - C) In the case of the employee recruited outside Québec, these expenses must not exceed the lesser of the following amounts:
 - 1) either the equivalent of the cost of a return regular flight from the place of assignment to his or her domicile at the time of engagement;
 - 2) or, the equivalent of the cost of a return regular flight from the place of assignment to Montreal.
 - D) In all cases, the expenses shall be borne or reimbursed by the Board upon presentation of supporting vouchers by the employee.

E) The point of departure shall not be modified due to the fact that the regular employee who was laid off because of surplus of personnel and is subsequently rehired, chose to remain in the territory during the period of unemployment.

6-6.15 The trips of the employee and his or her dependents provided for in clauses 6-6.07 and 6-6.09 must be counted as outings to which he or she is entitled by virtue of clause 6-6.14.

6-6.16 In the cases provided for in paragraph A) of clause 6-6.14, one (1) outing may be used by a non-resident spouse or dependent child as defined in clause 5-3.02 for the purpose of visiting the employee.

6-6.17 The employee shall benefit from the reimbursement, upon presentation of supporting vouchers, of the cost of transporting his or her personal effects and those of his or her dependents up to a limit of forty-five (45) kilogram per person, once a year (return trip), for one of the outings provided for in clause 6-6.14.

6-6.18 The Board shall pay the cost of the return trip by air for the employee or one of his or her dependents who must be urgently evacuated from his or her place of work in one of the localities referred to in clause 6-6.01 for reasons of health, accident or a complication due to pregnancy. The employee must provide proof of the necessity of this evacuation. An attestation from the nurse or doctor of the nursing station or, if this attestation cannot be obtained locally, a medical certificate from the attending physician, shall be accepted as proof.

The Board shall also pay the return trip by air of the person who accompanies the person evacuated from the place of work.

6-6.19 Subject to the provisions for special leave, the Board shall grant the employee permission to be absent without salary to allow him or her to accompany one of his or her dependents who must be urgently evacuated within the framework of clause 6-6.18.

6-6.20 An employee originating from a locality situated at more than fifty (50) kilometres from his or her place of assignment who is hired locally and obtains the right to outings because he or she was cohabiting with an employee of the public or parapublic sector, shall continue to benefit from the right to outings provided for in clause 6-6.14, even if he or she loses his or her status as a spouse within the meaning of clause 5-3.02.

REIMBURSEMENT OF TRANSIT EXPENSES

6-6.21 The Board shall reimburse the employee, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and lodging, if need be) for himself or herself and his or her dependents when he or she is hired and on any authorized trip provided in clause 6-6.14 on the condition that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts provided for in the policy established by the Board applicable to all its employees.

DEATH OF AN EMPLOYEE

6-6.22 In the event of the death of the employee or of one of his or her dependents, the Board shall pay for the repatriation of the mortal remains. Moreover, in the event of the employee's death, the Board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

LODGING

6-6.23 Only the obligations and practices of the Board to provide a furnished dwelling for the employee, at the time of his or her engagement, shall be maintained.

6-6.24 The rents charged to employees are those determined hereinafter and are applied independently of the number of employees living therein. Thus, if two (2) employees share the same dwelling, the rate charged to each of them is equal to half the rate provided hereinafter.

The rates provided hereinafter shall apply and shall be deducted from each payment of salary. However, in the case of an employee who leaves his or her dwelling for the duration of his or her annual vacation, these rates shall not apply for the duration of his or her vacation if the Board uses the dwelling during this period.

Rent deducted from each payment of salary

Number of bedrooms in the dwelling	As of July 1, 1995
1 bedroom	\$60.00
2 bedrooms	\$77.50
3 bedrooms	\$96.00
4 bedrooms	\$114.00

6-6.25 The Board shall be required to withhold and deduct from the employee's pay the amount that he or she must pay as rent to the Board.

FOOD TRANSPORTATION

6-6.26 The employee who must provide for his or her own food provisions in sectors I, II and III shall benefit, upon presentation of supporting vouchers, from the payment of the food transportation expenses up to the following weights:

- a) seven hundred and twenty-seven (727) kilograms per year per adult and per child of twelve (12) years of age and over;
- b) three hundred and sixty-four (364) kilograms per year per child under twelve (12) years of age.

For the purposes of this clause, a maximum of fifty percent (50%) of the weight allotted may be shipped by air cargo, the difference must be shipped by parcel post.

It shall be agreed that the employee shall choose the supply centre but the costs reimbursed cannot be greater than the transportation cost between Montreal and the point of assignment.

The Board and the union may agree on different terms and conditions for the application of this clause.

MISCELLANEOUS PROVISIONS

6-6.27 For the purposes of applying subparagraph 4) of paragraph A) of clause 6-6.09, the employee shall be entitled to the reimbursement of the cost of transporting his or her snowmobile or motorcycle upon presentation of supporting vouchers.

The transportation shall be carried out according to the method agreed upon between the Board and the employee.

6-7.00 PAYMENT OF SALARY

6-7.01 Employees shall be paid at their place of work by cheque in a sealed envelope every second (2nd) Thursday. Moreover, employees shall receive wages to cover the period ending June 30. If a Thursday falls on a paid legal holiday, employees shall be paid on the preceding working day and, if possible, before noon.

The employee shall receive his or her first pay at the latest one (1) month after his or her date of hiring.

6-7.02 The pay slip must contain, in particular, the following information:

- A) the name of the board;
- B) the employee's surname and given name;
- C) the identification of the employee's class of employment;
- D) the number of hours paid at the regular rate;
- E) the number of hours paid at the overtime rate, if applicable;
- F) the gross salary and net salary;
- G) the premiums;
- H) the union dues;
- I) the income tax deductions;
- J) the contributions to the pension plan;
- K) the contributions to the Québec Pension Plan;
- L) the employment insurance contributions;
- M) the period concerned;
- N) the deductions for a credit union, if applicable;
- O) the accumulation of earnings and deductions.

6-7.03 The Board and the union may also agree, in writing, on a different method of payment other than that described in clause 6-7.01. The Board and an employee may agree in writing on a method of payment different from that described in clause 6-7.01 such as credit transfer.

6-7.04 If the Board pays an employee more money than he or she should have received, without the employee being at fault, the Board shall reach an agreement with the employee regarding the method of reimbursement. To this effect, the Board shall inform the employee concerned that he or she may be accompanied by his or her union delegate. Failing an agreement, the Board shall be required to deduct from the employee's regular salary an amount not exceeding ten percent (10%) of his or her gross salary for the period until the amount owing has been repaid.

However, should the employee permanently leave the Board, the Board shall have the right to recover the total amount concerned from the amounts owing to the employee.

6-7.05 In the event of, or following an error by the Board, it fails to pay an employee on the date foreseen, or pays an amount which is less than the amount due, the Board shall, following a request from the employee concerned, take without delay the necessary interim measures for the payment of the amounts due.

6-7.06 Within thirty (30) days following his or her departure, the Board shall give an employee a signed statement of the amounts owing in salary and fringe benefits.

Within thirty (30) days following the employee's departure, the Board shall give or forward to the employee his or her pay cheque including his or her fringe benefits.

6-7.07 The Board shall inform the employee in writing of the amount collected in his or her name from the Commission de la santé et de la sécurité du travail (CSST).

6-7.08 The Board shall indicate on the T-4 and Relevé 1 forms the total amount paid by an employee as union dues during the corresponding calendar year.

CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT

7-1.00 VACANT POSITIONS

7-1.01 When a position becomes vacant, the Board shall have a ninety (90)-day period to decide whether to abolish or modify the position. If the position is abolished or modified, the Board shall inform the union of its decision within thirty (30) days.

7-1.02 The Board may assign all or part of the functions and duties of an abolished or modified position to other employees. This assignment cannot entail an excessive workload nor a danger to health and safety. When the abolition of a position causes the employee to principally and customarily perform duties which correspond to a class of employment different from his or her own, this must be the subject of a written agreement between the Board and the union and, in this case, clause 6-1.03 shall apply.

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

7-1.03 Subject to article 7-3.00, when the Board decides to fill a position, definitely vacant or newly created, other than a position of a temporary nature, it shall proceed in the following manner:

- A) It shall fill the position by choosing, either in the same class of employment, from among the employees on availability and the support staff members in its employ who are on availability, or from among the tenured employees and the support staff personnel in its employ having a right to return by virtue of article 7-3.00 or of clause 7-8.20.
- B) It shall fill the position by choosing, regardless of the class of employment, from among the employees on availability and the support staff members in its employ who are on availability.
- C) It shall offer the position to its employees by means of a posting in accordance with clause 7-1.04.
- D) It shall fill the position by choosing from among its regular employees who have been laid off and who are registered on the lists of the Regional Placement Bureau by virtue of clause 7-3.16.
- E) It may fill the position by choosing from among the managerial staff in its employ who are on availability.
- F) It shall fill the position by choosing from among the regular employees laid off since less than two (2) years and who, immediately prior to being laid off, held a part-time position and had completed two (2) years of active service with the Board.
- G) It may fill the position by choosing, from among the temporary employees who have completed at least six (6) months of active service with the Board within a twelve (12)-month period and who have indicated to the Board in writing their desire to become probationary employees, the employee who has the qualifications and who meets the other requirements determined by the Board.
- H) It may offer the position to the candidate of its choice.

7-1.04

The notice provided for in paragraph C) of clause 7-1.03 shall include, among others, a summary description of the position, a résumé of the work schedule, the name of the class of employment, the salary scale or rate, the required qualifications and other requirements established by the Board, the duration of the regular workweek, the name of the department or school, the deadline for applications as well as the name of the person to whom the application must be forwarded. This notice shall be posted, for a minimum of ten (10) working days.

Any employee interested or affected by the posting may apply for the position according to the method prescribed by the Board; this employee may also obtain, for information purposes, any additional information related to the description of duties to be carried out from the person to whom the application must be forwarded.

For the purposes of this clause, anglophone or francophone employees in service on the date of the signing of the agreement shall not be required to have a working knowledge of the Inuttituit language to maintain their employment ties in a position they hold in the Board or in any other position which the employee could subsequently obtain with the Board and for which a working knowledge of the Inuttituit language was not a requirement at the time when the employee obtained the position.

In all cases where the Board prescribes requirements other than those provided for in the Classification Plan, these requirements must be related to the position to be filled.

7-1.05

In the cases provided for in clause 7-1.03, the employee or the person concerned must possess the required qualifications and meet the other requirements determined by the Board. The Board shall determine the means and the methods of the evaluation of the candidates.

In the case of candidates with equal qualifications and experience, the Board shall offer the position to the employee having the most seniority.

In the case of employees or persons referred to in paragraph A) of clause 7-1.03, the position shall be offered by order of seniority and the employee or person having the least seniority shall be required to accept it.

7-1.06

Clause 7-1.03 shall not apply when the Board decides to assign the vacant position to a beneficiary under the James Bay and Northern Québec Agreement.

In this case, if more than one candidate meets the requirements of the Board and possesses the qualifications required by the Classification Plan, the position is given, in priority, to the candidate who is an employee or a member of the support staff employed by the Board; in this last case the Board, in filling the position shall take into account the respective experience, qualifications and seniority of the candidates.

7-1.07

In the case of an administrative reorganization, the Board and the union may agree on particular rules for the movement of personnel. Failing agreement, the provisions of this chapter shall apply.

- 7-1.08 As an exception to the provisions of clause 7-1.05, failing sufficient schooling, relevant experience shall compensate at the rate of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the relevant years of experience to a candidate's credit must remain sufficient in order to meet the qualifications required for the class of employment with regard to experience. This rule of exception shall apply to the positions in the category of administrative, trades and labour and paratechnical support personnel. However, the employees who already belong to the technical support personnel category shall be considered as possessing the required qualifications for the class of employment they hold.
- 7-1.09 Any movement of staff resulting from the application of paragraphs B), D), E) and F) of clause 7-1.03 may not constitute a promotion nor result in the person chosen being attributed a salary scale with a maximum greater than that of his or her salary scale prior to being placed on availability or prior to benefiting from a status equivalent to that of an employee on availability.
- 7-1.10 An employee's salary shall not be decreased as a result of a temporary assignment requested by the Board.
- 7-1.11 The regular employee who, at the Board's request, temporarily fills a position which would constitute a promotion for him or her if he or she were assigned to it on a regular basis, shall be paid in the same manner as he or she would be if he or she were promoted to this position, as of the first day of his or her temporary assignment.
- When this assignment ends, the employee shall return to his or her regular position under the conditions and with the rights he or she held before his or her temporary assignment.
- 7-1.12 If, at any time during the three (3)-month adaptation period following any promotion, the Board determines that the employee does not perform his or her duties adequately, it shall notify the union and shall reinstate the employee in his or her former position. In the case of a grievance submitted to arbitration, the burden of proof shall lie with the Board.
- The employee who has been promoted within the Board may decide to return to his or her former position within thirty (30) days of his or her promotion.
- The application of the preceding paragraphs shall entail the cancellation of every movement of personnel resulting from said promotion and the employee concerned shall not be entitled to the income protection granted for a demotion; an employee may, within this framework, again be on availability and be sent back to his or her original board, if applicable.
- 7-1.13 The employee who is assigned on a regular basis to a position shall receive the job title and salary attached thereto for this position as of his or her assignment.
- 7-1.14 When the Board decides to fill a position which is temporarily vacant, it may use the services of one or more employees on availability or support staff members on availability in its employ.

Failing this and if the duration foreseen for the temporary assignment is three (3) months or less, the following provisions shall apply: the Board may designate an employee of its choice who is willing to fill the position temporarily; if no employee accepts, the Board may designate the employee who is able to fill the position and who has the least seniority. This assignment must not cause the employee to hold two (2) positions at the same time. The Board may also establish a system whereby two (2) or more employees accept to fill the temporarily vacant position in turn on a daily or weekly basis.

However, failing to fill the position according to the second paragraph, and if the duration of the temporary assignment exceeds ten (10) days but the duration foreseen for the temporary assignment is three (3) months or less, the Board shall fill the position temporarily according to the provisions of clauses 7-1.17 to 7-1.22. If no candidate meets the criteria of the position to be filled, clause 7-1.03 shall apply.

Failing to fill the position according to the first paragraph, and if the duration foreseen for the temporary assignment exceeds three (3) months, the Board shall fill the position temporarily according to the provisions of clauses 7-1.17 to 7-1.22. If no candidate meets the criteria of the position to be filled, clause 7-1.03 shall apply.

The Board may at any time replace a temporary employee with a beneficiary of the James Bay and Northern Québec Agreement hired for that purpose.

7-1.15

Following an agreement with the union and notwithstanding the provisions of this chapter, the Board may at any time reassign an employee for administrative reasons from one department or school to another, or within the same department or same school, or from a department to a school or vice-versa. This reassignment shall be carried out within the same class of employment and in the locality⁽¹⁾ where the employee concerned is assigned on a regular basis.

7-1.16

By way of specific exception, when within the framework of paragraph C) of clause 7-1.03 an employee who holds a part-time position obtains a full-time position, the period of time constituting active service during which the employee occupied a part-time position with the Board shall then be recognized for the purposes of acquiring tenure.

The same shall apply for the purposes of applying paragraph B) of clause 7-1.03 to a regular employee who is laid off and who had a part-time position before his or her layoff and who obtains a full-time position.

Within the framework of paragraph C) of clause 7-1.03, this clause can apply only after the three (3)-month adaptation period provided for in clause 7-1.12.

Priority of Employment Lists

7-1.17

When the Board decides to fill a temporarily vacant position within the meaning of clause 7-1.14, it shall offer the position to an employee, according to the duration of employment, from among those who are entered on the priority of employment list and who have the required qualifications for the position prescribed by the Classification Plan and who meet the other requirements determined by the Board.

⁽¹⁾ Within the meaning of article 7-3.00.

- 7-1.18 The duration of employment shall be calculated in years, months, days and, where applicable, hours.
- 7-1.19 A priority of employment list shall be drawn up for each category of employment: technical support, administrative support and labour support. The name of an employee may not be entered on more than one list.
- 7-1.20 To be eligible for a priority of employment list, the employee must meet the following criteria:
- must have worked within the framework of a replacement or a temporary increase in work for at least four (4) months during the preceding twelve (12) months, must have received a satisfactory evaluation and whom the Board decided to include on the list.
- 7-1.21 The name of an employee may be removed from the priority of employment list for one of the following reasons:
- A) the refusal of an offer of employment except for:
 - a) a maternity leave, a leave for adoption or a paternity leave covered by the Act respecting labour standards;
 - b) a disability or work accident within the meaning of the agreement;
 - c) a position within the Centrale de l'enseignement du Québec, the Fédération du personnel de soutien or the union;
 - d) a reason agreed to by the Board and the union;
 - e) an offer of employment necessitating his or her moving.
 - B) the failure to be present at work on the date agreed to by the employee and the employer without a reason deemed valid by the Board;
 - C) the acquisition of a full-time position;
 - D) not having worked for eighteen (18) months.
- 7-1.22 The lists shall be updated on July 1 of each year according to the duration of employment accumulated on June 30 of each year. A copy shall be sent to the union before July 31.
- 7-2.00 TEMPORARY LAYOFF
- 7-2.01 The employee whose nature of work is such that he or she must be temporarily laid off because of the periodic slowdown or the seasonal suspension of activities in his or her sector shall not benefit from the provisions of article 7-3.00.
- However, the provisions of article 7-3.00 shall apply to the employee if his or her position is abolished in conformity with the provisions of that article.
- Furthermore, when a position which is not of a periodic or seasonal nature so becomes, the employee concerned shall be entitled at his or her choice either to the provisions of article 7-3.00 or to the provisions of this article.

7-2.02 After consulting the union, before May 1 of each year, the Board shall establish the approximate duration of every temporary layoff and the order in which they will be carried out.

The duration of a temporary layoff must not, except for cafeteria personnel, exceed a period of eleven (11) weeks.

In the case of cafeteria personnel, the temporary layoff period cannot exceed a period of twenty-one (21) weeks.

7-2.03 At least one (1) month before the effective date of the layoff, the Board shall inform each of the employees concerned of the date and approximate duration of their temporary layoff and of the provisions of clause 7-2.04. A copy of the notice shall be sent to the union at the same time.

7-2.04 Subject to the provisions of the first paragraph of clause 7-1.14, every employee who is temporarily laid off shall be given priority to fill, during this period, any temporary position which is situated in the locality⁽¹⁾ where he or she is normally assigned when he or she is not laid off. In order to benefit from this priority, the employee must inform the Board, in writing, of his or her intention to accept the position that might be offered to him or her, within the five (5) working days of the receipt of the notice provided for in clause 7-2.03. He or she must, moreover, possess the qualifications required. He or she shall receive the salary rate of the position he or she fills temporarily.

7-2.05 Subject to article 7-3.00, the employee shall be reinstated in his or her regular position at the end of the temporary layoff period.

7-2.06 Moreover, the employee who is temporarily laid off according to this article shall be covered by the following provisions:

A) he or she shall benefit, during the temporary layoff period, from the health and life insurance plans provided that he or she pay his or her share of the annual premium during his or her period of active service;

B) in order to determine the vacation credit provided for in clauses 5-6.10 and 5-6.11, the employee shall be considered in the employ of the Board during this temporary layoff period.

7-3.00 SECURITY OF EMPLOYMENT

7-3.01 The Board may only abolish positions, other than vacant positions, on August 15 of each fiscal year.

However, the Board may in particular instances abolish positions on other dates during a fiscal year in order to meet administrative or pedagogical requirements which could not be reasonably foreseen at the time when the Board abolished or could abolish a position according to the preceding paragraph.

7-3.02 The Board may assign all or part of the functions and duties of an abolished position to other employees. Such an assignment may not cause employees to have an excessive workload nor create a danger to health and safety.

⁽¹⁾ Within the meaning of article 7-3.00.

7-3.03 When the Board intends to abolish a position within the framework of clause 7-3.01, it shall inform the union of:

- A) the position deemed to be surplus;
- B) the name and the status of the person holding the position deemed to be surplus;
- C) the planned date of the abolition of the position.

The employee whose position is abolished shall, according to his or her status, be reassigned to another position, laid off, placed on availability or his or her employment shall terminate according to the following provisions.

7-3.04 The Board must consult the union on whether the reasons for the abolition of a position are well-founded at least sixty (60) days before the effective date of such abolition.

Following this consultation:

- A) The Board shall identify the positions which it is abolishing.
- B) The Board shall inform, in writing, the union and the employee whose position is abolished at least forty-five (45) days before the effective date of this abolition and shall indicate to the employee, the choices which are available to him or her in accordance with clauses 7-3.05 and 7-3.06; the employee must give his or her answer in writing within three (3) days of receiving this notice; rather, the Board and the union may agree that the employees' choices be transmitted to the Board at a meeting of the employees concerned.

For every other employee having a choice to make in accordance with clauses 7-3.05 and 7-3.06, the Board shall inform him or her of the choices available to him or her in accordance with clauses 7-3.05 and 7-3.06 and the employee shall transmit his or her decision to the Board in the time limit provided for in the preceding paragraph.

- C) The regular employee who must be laid off or placed on availability shall receive a prior notice of at least thirty (30) days before the effective date of the abolition of the position.
- D) Notwithstanding the aforementioned, in the case of an abolition provided for in the second paragraph of clause 7-3.01, the forty-five (45)-day notice provided for in the preceding paragraph B) shall be replaced by a thirty (30)-day notice and the notice provided for in the preceding paragraph C) shall be replaced by a fifteen (15)-day notice.
- E) The employee on probation whose employment is terminated, shall receive a notice equal in duration to at least one (1) pay period.
- F) All movements of personnel resulting from the application of clauses 7-3.05 and 7-3.06 shall take effect on the effective date of the abolition of the position.

7-3.05 Subject to clause 7-3.06, the following provisions shall apply to the employee whose position is abolished as well as to the employee who is displaced:

- A) if he or she is a probationary employee, the Board shall terminate his or her employment as of the date of the abolition of his or her position or of his or her displacement;

- B) if he or she is a nontenured regular employee:
1. the employee shall be reassigned to a definitely vacant position in his or her class of employment in his or her locality subject to the application of paragraphs A) and B) of clause 7-1.03;
 2. failing this, the employee shall choose between being reassigned, subject to the application of paragraphs A) and B) of clause 7-1.03, to a definitely vacant position in another class of employment in his or her locality or, displacing the employee with the least seniority in a position in his or her class of employment in his or her locality;
 3. failing this, the employee shall displace the employee with the least seniority in a position in another class of employment in his or her locality;
 4. failing this, the employee shall be laid off as of the effective date of the abolition of his or her position.
- C) if he or she is a tenured employee:
1. the employee shall be reassigned prior to the application of clause 7-1.03 to a definitely vacant full-time position in his or her class of employment in his or her locality;
 2. failing this, the employee shall choose between being reassigned to a definitely vacant full-time position in another class of employment in his or her locality, notwithstanding clause 7-1.03 or, displacing the employee with the least seniority in a full-time position in his or her class of employment in his or her locality;
 3. failing this, the employee shall displace the employee with the least seniority in a full-time position in another class of employment in his or her locality;
 4. failing this, the employee shall be placed on availability.

7-3.06

In the cases provided for in clause 7-3.05:

- A) the vacant position referred to is the one which the Board intends to fill;
- B) the employee referred to must possess the required qualifications and meet the other requirements determined by the Board;
- C) if the tenured employee who displaces does not meet the language requirements of the position of the employee who has the least seniority in his or her class of employment in the locality where the displacement is carried out, he or she must then displace the employee who has the least seniority in this locality in the class of employment where the displacement is carried out and who holds a position for which he or she meets the language requirements;
- D) if a position has requirements determined by the Board other than the qualifications required by the Classification Plan, these requirements shall be taken into account before seniority;
- E) an employee may only displace another employee who has less seniority than him or her; for this purpose, the tenured employee shall be deemed to have more seniority than the nontenured employee.

Furthermore, the employee who is a beneficiary of the James Bay and Northern Québec Agreement shall be deemed to have more seniority than the employee who is not a beneficiary of the James Bay and Northern Québec Agreement;

- F) only an employee holding a position within the meaning of clause 1-2.20 may be displaced;
- G) a movement of personnel within the framework of clause 7-3.05 or of this clause, cannot entail a promotion;
- H) when an employee is demoted, his or her salary shall be determined in accordance with clause 7-3.08;
- I) the salary of the nontenured regular employee who is demoted shall be established according to paragraph B) of clause 6-2.15;
- J) in the case where, by application of clause 7-3.05, an employee is required to displace an employee in his or her class of employment whose position has been affected by a technological change or a change of software during the two (2) years preceding the effective date of the displacement, the following conditions shall apply:

- when the particular requirements to fill the position are exclusively related to the technological changes or changes of software, this employee may not be prevented from obtaining this position for the sole reason that he or she does not meet these particular requirements;
- the employee shall undertake to participate in the activities which will enable him or her to meet these requirements.

7-3.07 If as a result of the application of clauses 7-3.05 or 7-3.06, an employee holding a part-time position displaces an employee holding a full-time position, he or she shall acquire tenure if he or she has at least two (2) years of active service. As an exception, and in this case only, the active service acquired as a part-time employee shall be taken into account.

7-3.08 The tenured employee who has no other choice but to be assigned to a position which constitutes a demotion for him or her, either by the application of paragraph B) of clause 7-1.03, of clause 7-3.05, of clause 7-3.06 or of subparagraph a) of paragraph B) of clause 7-3.16, shall maintain his or her class of employment and the salary related thereto.

This clause shall also apply to the tenured employee who has been demoted by virtue of the application of paragraph b) of clause 7-1.03, clause 7-3.06 or paragraph a) of clause 7-3.15 of the 1983-1985 agreement or of paragraph b) of clause 7-1.03, clauses 7-3.06 or 7-3.07 and paragraph a) of clause 7-3.22 of the 1986-1988 agreement.

7-3.09 The employee mentioned in the preceding clause shall benefit from a right to return to a vacant position or a newly created position in his or her class of employment that the Board decides to fill or to a newly created position in accordance with paragraph A) of clause 7-1.03.

7-3.10

When, as a result of the application of clause 7-3.05 or 7-3.06 of the agreement, a tenured employee has no other choice but to be reassigned to a position with fewer working hours than his or her regular workweek, he or she shall be considered as reassigned on a temporary basis and the reassignment shall last until the Board assigns him or her, notwithstanding clause 7-1.03 and article 7-3.00, to a vacant position or a newly created position in his or her class of employment or in the class of employment he or she occupies if he or she has been demoted, with working hours which are at least equal to his or her regular workweek. At the time of this reassignment on a temporary basis, it shall be up to the Board to complete the work schedule of the employee with support staff duties related to his or her qualifications.

This clause shall also apply to the employee who, as a result of the application of clause 7-3.09, obtains a position with fewer working hours than his or her regular workweek.

The tenured employee who, at the time of the coming into force of the agreement, benefited from the income protection referred to in paragraph b) of clause 7-3.13 of the 1983-1985 agreement or in clause 7-3.16 of the 1986-1988 agreement, shall continue to so benefit in accordance with the conditions and for the duration specified therein.

7-3.11

As long as he or she is still considered reassigned on a temporary basis, the employee referred to in the preceding clause shall also benefit from the right to return mentioned in clause 7-3.09 to a position with working hours which are at least equal to his or her regular workweek prior to his or her reassignment.

7-3.12

In the case where, within the framework of clauses 7-3.05 and 7-3.06 of the agreement, a tenured employee has no other choice than to be reassigned to a full-time position of a periodical or seasonal nature, he or she shall benefit from the following income protection:

he or she shall retain the salary established on the basis of his or her salary rate and his or her number of regular working hours applicable immediately prior to his or her assignment for as long as the remuneration resulting from the new position is lower;

however, the difference between the remuneration resulting from the new position and that established immediately prior to his or her assignment shall be paid in a lump sum spread over each of his or her pays; this amount shall be reduced as the employee's salary progresses.

7-3.13

The employee referred to in the preceding clause shall also benefit from the right to return mentioned in clause 7-3.09 to a full-time position which is not of a periodical or seasonal nature.

7-3.14

When an employee refuses to accept a position which is offered to him or her within the framework of the right to return from which he or she benefits by virtue of clauses 7-3.09, 7-3.11 or 7-3.13, as the case may be, he or she shall then lose all the benefits inherent to such right; the provisions concerning the voluntary demotion provided for in clause 6-2.15 shall apply to the employee for whom the reassignment which gave him or her a right to return to a position constituted a demotion; moreover:

A) If he or she is an employee referred to in clause 7-3.10, he or she shall no longer be reassigned on a temporary basis, it shall no longer be up to the Board to complete his or her work schedule and he or she shall then be remunerated according to the hours actually worked;

- B) if he or she is an employee referred to in clause 7-3.12, he or she shall no longer benefit from the second and third paragraphs of clause 7-3.12 and shall be remunerated according to the hours actually worked.

7-3.15

Measures to Reduce the Number of Employees on Availability

A) Preretirement

For the purpose of reducing the number of employees on availability, the Board shall grant a preretirement leave under the following terms and conditions:

- a) the preretirement leave is a leave of absence with salary for a maximum period of one (1) year; during the leave, the employee shall not be entitled to any of the benefits of the agreement except as regards the health and life insurance plans, provided that he or she pay at the beginning of this leave, the entire amount of the premiums required plus tax, where applicable;
- b) the preretirement leave shall count as a period of service for purposes of the pension plan covering the employee concerned;
- c) the only employee eligible is the employee who would be entitled to retire at the end of the leave of absence but who would not have reached the normal retirement age (65 years) during the leave or who would not be entitled to a full pension during the leave;
- d) at the end of the leave with salary, the employee shall be considered as having resigned and he or she shall be pensioned off;
- e) the leave shall permit the reduction of the number of employees on availability.

B) Severance Pay .

The Board shall grant severance pay to a tenured employee if his or her resignation allows the reassignment of an employee on availability. Acceptance of severance pay shall entail the employee's loss of tenure.

The Board may also grant severance pay to a tenured employee on availability who chooses to resign. The Board shall grant this severance pay to a tenured employee on availability who refuses a position that is offered to him or her by the Board if this position is situated in an Inuit community and if this refusal entails the employee's resignation. In these cases, the employee concerned shall lose his or her tenure.

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' salary. For the purpose of calculating this premium, the salary shall be that which the employee concerned received when he or she resigned from the Board.

The employee who receives severance pay may not be hired in the education sector during the year following that in which he or she received it, unless the severance pay is reimbursed. Severance pay may not be granted to an employee who has already received a similar premium from an employer in the education sector, nor to the employee who resigns because he or she refused a position.

C) Transfer of Rights

When an employee who is not on availability is hired by another board and his or her resignation allows the reassignment of an employee on availability, he or she shall transfer to his or her new employer his or her status of employee, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.

D) Voluntary Relocation Premium

The employee placed on availability who accepts, with another employer in the education sector, a position at more than fifty (50) kilometres by road from his or her domicile and place of work at the time of his or her being placement on availability shall be entitled to a voluntary relocation premium, if this relocation requires his or her moving.

The voluntary relocation premium shall be equal to four (4) months of salary if the relocation takes place in one of the school regions 1, 8 or 9 and originates from a school region other than that of his or her new place of work. In other cases, the voluntary relocation premium shall equal two (2) months of salary.

The Board shall also grant the voluntary relocation premium to the tenured employee who is not on availability but whose relocation allows the reassignment of an employee on availability to another employer in the education sector.

The relocated employee transfers to his or her new employer his or her status of employee, his or her tenure, his or her seniority, his or her bank of nonredeemable sick-leave days, his or her salary step and his or her date of advancement in step.

The employee who is relocated within the framework of this paragraph D) and who is required to move, shall benefit from the Board or, where applicable, from another school board which hires him or her, from the provisions of Appendix II subject to the terms and conditions provided for therein insofar as the allowances prescribed in the federal mobility assistance program to look for employment do not apply.

Moreover, the employee shall be entitled to:

- 1) a maximum of three (3) working days without loss of salary to find a dwelling. This three (3)-day maximum shall not include the duration of the return trip;
- 2) a maximum of three (3) working days without loss of salary to cover the moving and settling into a new dwelling.

7-3.16

Rights and Obligations of the Employee

A) Rights of the employee

- a) For as long as the employee remains on availability, his or her salary shall progress normally.
- b) When the employee on availability accepts a position with another board, this employee shall not be subject to the probation period.
- c) When an employee is relocated according to the provisions of this clause, he or she shall transfer to his or her new employer his or her status of regular employee or, as the case may be, his or her tenure, seniority, bank of nonredeemable sick-leave days, salary, step and date of advancement in step.

- d) The employee who is relocated by virtue of the application of paragraph D) of clause 7-3.15 or of subparagraph e) of paragraph B) of this clause and who is required to move, shall benefit from the Board or, where applicable, from another school board which hires him or her, from the provisions of Appendix II subject to the terms and conditions provided for therein insofar as the allowances prescribed in the federal mobility assistance program to look for employment do not apply.

B) Obligations of the employee

- a) The employee on availability in the Board who is offered a full-time position at the Board must accept it. If the position offered is situated in an Inuit community, the Board must obtain the approval of the local Education Committee.

Moreover, the employee on availability in the Board who is offered a full-time position by another employer in the education sector must accept it insofar as this position is situated within a fifty (50)-kilometre radius by road of his or her place of work or of his or her residence at the time of his or her placement on availability. This provision shall apply for as long as the head office of the Board is situated in Dorval.

In the cases where an employee must accept such a position, the employee shall benefit from the provisions of clauses 7-3.08 and 7-3.09, where applicable, and clause 7-3.14 shall apply.

In the cases where an employee on availability willingly accepts any other position offered to him or her, he or she shall benefit, where applicable, from clauses 7-3.08, 7-3.09, 7-3.10, 7-3.11, as the case may be, and clause 7-3.14 shall apply.

Failure to accept a position so offered within ten (10) days of the written offer shall constitute a resignation on the part of the employee.

- b) The employee on availability must appear for an interview with another school board when the Regional Placement Bureau so requests. The employee who fails or neglects to comply with this obligation shall be deemed to have resigned.
- c) The employee on availability must provide, upon request all information relevant to his or her security of employment.
- d) As long as the employee remains on availability, he or she shall be required to perform the support staff duties which must be compatible with his or her qualifications that the Board assigns to him or her, regardless of the certificate of accreditation, class of employment and work schedule which applied to this employee on the date of his or her placement on availability.

- e) The nontenured regular employee who has completed at least one year of active service as a regular employee and who is laid off as a result of the abolition of a position shall remain on the lists of the Regional Placement Bureau for a maximum period of two (2) years. During this period, he or she must accept a written offer of employment which the Board or another school board in the same school region could make to him or her, within ten (10) days of such written offer of employment. Failure to accept such written offer of employment shall cause his or her name to be removed from the lists of the Regional Placement Bureau.
- C) Shall constitute prima facie proof for the calculation of the deadlines prescribed in this clause:
 - a) the date of the signature of the employee or of a witness when the document is delivered by hand; or
 - b) the date of the signature of the post office receipt of the documents sent by registered mail;
 - c) the date of the transmittal by fax.

OBLIGATIONS OF THE BOARD

7-3.17

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

The Board which hires a person referred by the Regional Placement Bureau shall recognize his or her status of regular employee or, as the case may be, his or her tenure, bank of nonredeemable sick-leave days, salary step, date of advancement in step and the seniority which he or she had upon his or her departure.

The Board must inform the Regional Placement Bureau of the names of the employees that it is placing on availability as well as the names of the nontenured regular employees who have completed at least one (1) year of active service and whom it is laying off.

7-3.18

After another school board assumes the responsibility for instruction to children with learning or emotional problems or for instruction to students of a given level or option, within the framework of the application of section 450 of the Education Act for the Native Cree, Inuit and Naskapi (R.S.Q., Chapter I-14), the regular employee or the tenured employee who would be affected by a reduction in personnel as regards the major portion of his or her work shall be required to go into the employ of this other school board.

However, with the agreement of the Board which no longer offers this instruction, the regular employee or tenured employee may remain in the employ of this board provided that no layoff or placement on availability of regular employees or tenured employees occurs because of this agreement.

However, as of the anniversary on which the responsibility for this instruction was assumed, the school board which assumed it may proceed with one or more layoffs or, as the case may be, one or more placements on availability.

- 7-3.19 Upon request, the Regional Placement Bureau shall forward to the union, a statement of the positions to be filled by means of hiring as well as a statement of the employees on availability, and of regular employees laid off who are registered on the lists; these lists shall be forwarded only if they are available.

PLACE OF WORK

- 7-3.20 For the purpose of applying article 7-3.00, a place of work shall mean the place of work where an employee usually performs his or her duties; however, in the case where an employee usually performs his or her duties in several locations, the place of work shall mean the location where he or she generally receives his or her instructions and where he or she must report on his or her activities.

For the purposes of applying article 7-3.00, Dorval and each of the Inuit communities where the Board dispenses instruction shall each constitute a distinct locality.

7-4.00 PARTIAL DISABILITY

- 7-4.01 The tenured employee affected by a permanent partial physical disability and who is therefore unable to meet the requirements of his or her position may, within the framework of article 7-1.00, obtain another position provided that there is an available position that the Board intends to fill, that he or she possesses the required qualifications and meets the other requirements determined by the Board. He or she shall then receive the salary prescribed for his or her new position.

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

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

Upon termination of the twenty-four (24)-month period mentioned in the preceding paragraph, the Board may terminate the employee's employment.

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

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

- 7-4.05 This article, with the exception of the first paragraph of clause 7-4.02, shall apply to the tenured employee referred to in clause 7-8.18 of the agreement who was unable to resumé a suitable position in accordance with clause 7-8.20.

7-5.00 CONTRACTING OUT

7-5.01 Contracting out must not cause layoffs, placements on availability, or demotions involving a decrease in salary among the regular employees of the Board nor a reduction in the hours of a regular employee.

At the union's request, the Board shall inform the union on an annual basis of the subcontracts of a continuous nature related to the classes of employment covered by the certificate of accreditation.

7-6.00 REPLACEMENT

7-6.01 Notwithstanding the provisions of this chapter, the Board may place on availability an employee who is not a beneficiary under the James Bay and Northern Québec Agreement and who is tenured, or lay off an employee who is not a beneficiary under the James Bay and Northern Québec Agreement and who is not tenured, if a beneficiary under the James Bay and Northern Québec Agreement who possesses the required qualifications and meets the other requirements established by the Board is hired by the Board to fill the position held by the employee who is not a beneficiary under the James Bay and Northern Québec Agreement.

When the Board decides to replace an employee who is not a beneficiary of the James Bay and Northern Québec Agreement by a beneficiary of the James Bay and Northern Québec Agreement, it shall offer the position in priority, in accordance with the provisions of clause 7-1.05, to the employees already in its employ.

When the Board proceeds with the replacement of an employee who is not a beneficiary under the James Bay and Northern Québec Agreement in a locality⁽¹⁾ determined by the Board pursuant to the preceding paragraphs, the employee thus replaced is the employee who is not a beneficiary under the James Bay and Northern Québec Agreement and who has the least seniority in this locality⁽¹⁾ from among the employees who are nonbeneficiaries of the James Bay and Northern Québec Agreement in this locality⁽¹⁾ in the class of employment in which the replacement is carried out.

However, the replacement of an employee who is not a beneficiary under the James Bay and Northern Québec Agreement cannot be carried out in a locality⁽¹⁾ where there is a full-time vacant position in the class of employment in which the replacement is carried out and which the Board intends to fill.

7-6.02 The employee nonbeneficiary under the James Bay and Northern Québec Agreement who is not tenured and who is replaced by a beneficiary of the James Bay and Northern Québec Agreement pursuant to clause 7-6.01 shall benefit from the provisions of paragraphs A) or B) of clause 7-3.05 and, as the case may be, of clauses 7-3.06, 7-3.07, subparagraph e) of paragraph B) of clause 7-3.16 and of clause 7-3.20 as if his or her position had been abolished.

⁽¹⁾ Within the meaning of article 7-3.00.

The name of the nontenured regular employee who is laid off within the framework of a replacement carried out in accordance with this article shall be entered on the list of the Regional Placement Bureau until the earlier of the following dates:

- A) the date on which he or she accepts or refuses a position offered to him or her by the Board or another employer in the education sector;
- B) the anniversary date of the third year following his or her layoff.

7-6.03 The employee nonbeneficiary under the James Bay and Northern Québec Agreement who is tenured and who is replaced by a beneficiary of the James Bay and Northern Québec Agreement pursuant to clause 7-6.01 shall benefit from the provisions of paragraph C) of clause 7-3.05 and of clauses 7-3.06 to 7-3.20 as if his or her position had been abolished.

7-7.00 MOVING

7-7.01 Should a department, part of a department or several departments of the Board move from the locality of Dorval to one of the communities situated in Nunavik, the procedure outlined in this article shall apply.

7-7.02 The Board must notify in writing the union and the employees concerned, at least twelve (12) months before the anticipated moving date, of its intention to move a department, part of a department or several departments from the locality of Dorval to one of the communities situated in Nunavik. The notice to the union must indicate the names of the employees affected by the move.

At the request of the union or of the employees concerned and following the notices provided for in the preceding paragraph, the Board shall organize an information session with the employees concerned to inform them of the terms and conditions of the move.

7-7.03 The employees affected by a move, as provided for in this article, shall be, on the date of this move or on a subsequent date if the move could not take place on the date foreseen, reassigned to the same classes of employment in the community situated in Nunavik where their department moves. The employee concerned shall benefit from the moving expenses paid by the Board and provided for in article 1, in the second paragraph of article 2, in articles 6 to 12 and in article 14 of Appendix II, under the conditions mentioned therein, as well as from the application of the provisions of clauses 6-6.07 to 6-6.12.

7-7.04 The tenured employee who is reassigned to a community situated north of the 55th parallel pursuant to clause 7-7.03 and who, within the first twelve (12) months that follow this reassignment, is again reassigned by the Board to another community situated in Nunavik and who refuses such a reassignment thus terminates his or her employment and shall then benefit from the more advantageous of the following:

- a) severance pay provided for in paragraph B) of clause 7-3.15;

or

b) severance pay up to a maximum of twelve (12) months' salary and calculated in the following manner:

- 1) an amount equal to twelve (12) times the monthly salary that the employee received during the last month of work preceding his or her departure from the Board;
- 2) the amount calculated pursuant to subparagraph 1) shall be reduced by an amount equal to the salary the employee received during the period he or she actually worked in the community situated in Nunavik where he or she was reassigned pursuant to clause 7-7.03.

7-7.05 The employee who does not wish to be reassigned pursuant to clause 7-7.03 must notify the Board to this effect in writing within sixty (60) days following the notice sent to him or her in accordance with clause 7-7.02. Failing to so notify the Board, the employee shall be reassigned pursuant to clause 7-7.03.

The regular employee who has completed at least one year of active service as a regular employee at the time of the move, and who so informs the Board shall be registered, as of that date, on the lists of the Regional Placement Bureau for up to a maximum of three (3) years. During this period, he or she shall be obliged to accept a written offer of employment that could be made to him or her by the Board in the locality of Dorval or by another employer in the education sector if the position is situated within a fifty (50)-kilometre radius by road of his or her place of work or of his or her residence at the time when the employee informs the Board in accordance with the preceding paragraph, within ten (10) days of this written offer of employment. If he or she does not accept this written offer, his or her name shall be removed from the lists of the Regional Placement Bureau and the employee shall be considered as having resigned from the Board as of this refusal if he or she is still in the employ of the Board on that date.

7-7.06 The employee who does not wish to be so reassigned and who so informs the Board pursuant to clause 7-7.05 shall benefit from the following provisions:

- A) if he or she is a probationary employee:
 - a) the Board shall terminate his or her employment as of the effective moving date of his or her department;
 - b) he or she shall receive a notice equivalent to at least one pay period;
- B) if he or she is a nontenured regular employee:
 - a) if there is a vacant position in his or her class of employment in the locality of Dorval that the Board intends to fill, but in another department or part of a department that is not moving, he or she shall be reassigned to this vacant position, subject to the application of paragraphs A) and B) of clause 7-1.03;
 - b) failing this, he or she shall displace the employee with the least seniority in his or her class of employment in the locality of Dorval, but in another department or part of a department that is not moving;
 - c) failing this, if there is a vacant position in another class of employment in the locality of Dorval that the Board intends to fill, but in another department or part of a department which is not moving, he or she shall be reassigned to this position subject to the application of paragraphs A) and B) of clause 7-1.03;

- d) failing this, he or she shall displace the employee with the least seniority in another class of employment in the locality of Dorval, but in another department or part of a department that is not moving;
- e) failing this, he or she shall be laid off as of the effective moving date of his or her department;
- f) subject to the second paragraph of clause 7-7.05, the employee shall benefit from the right to recall provided for in paragraph D) of clause 7-1.03 and he or she shall be registered on the priority of employment list provided for in clause 7-1.17.

Paragraphs B), C), D), E), F), and G) of clause 7-3.06, with the necessary changes, shall apply to this paragraph B).

- C) if he or she is a tenured employee:
 - a) If there is a full-time vacant position in his or her class of employment in the locality of Dorval that the Board intends to fill, but in another department or part of a department that is not moving, he or she shall be reassigned to this vacant position. This reassignment shall be made prior to the application of clause 7-1.03;
 - b) failing this, he or she may, at his or her choice, either displace the employee with the least seniority in a full-time position in his or her class of employment in the locality of Dorval, but in another department or part of a department which is not moving or benefit from the severance premium provided for in the following subparagraph e);
 - c) failing this, if there is a vacant full-time position in another class of employment in the locality of Dorval that the Board intends to fill but in another department or part of a department which is not moving, he or she may, at his or her choice, either be reassigned to this position or benefit from the severance premium provided for in the following subparagraph e). This reassignment shall be made prior to the application of clause 7-1.03;
 - d) failing this, he or she shall, at his or her choice, either displace the employee with the least seniority in a full-time position in another class of employment in the locality of Dorval but in another department or part of a department which is not moving or benefit from the severance premium provided for in the following subparagraph e);
 - e) the employee who is unable to benefit from the preceding provisions or who chooses, as the case may be, to benefit from the severance premium, shall be laid off as of the effective moving date of his or her department and he or she shall then benefit from severance pay equivalent to two (2) months of salary per complete year of service at the time when his or her department actually moves. Severance pay shall be limited to a maximum of six (6) months⁽¹⁾ of salary. For the purpose of calculating this premium, the salary shall be the salary which the employee receives when his or her department moves. The Board and the union may agree on the terms and conditions of the payment of the premium;

⁽¹⁾ The premium shall be limited to a maximum of twelve (12) months of salary for the employee whose place of work is the locality of Dorval and who has acquired his or her tenure as of June 28, 1991.

- f) subject to the second paragraph of clause 7-7.05, the employee who so requests shall benefit from the right to recall provided for in paragraph D) of clause 7-1.03 and he or she shall be registered on the priority of employment list provided for in clause 7-1.17. The employee's seniority shall however be null when he or she is registered on these lists.

Paragraphs B), C), D), E), F), and G) of clause 7-3.06, with the necessary changes, shall apply to this paragraph C).

D) Salary Guarantee

- a) The employee who, within the framework of this article, displaces another employee in a position which constitutes for him or her a demotion, shall retain the salary of his or her original class of employment for a period of three (3) years (thirty-six (36) months) from the effective date of the move in accordance with the following provisions:
- 1- the positive difference between the salary of his or her new class of employment and the salary which the employee concerned was receiving before the effective date of the move shall be made up by a lump-sum amount spread over each pay;
 - 2- if the salary of the new class of employment is equal to or greater than the salary which he or she was receiving on the effective date of the move, he or she shall subsequently receive the salary of his or her new class of employment;
 - 3- as of the fourth year (thirty-seventh (37th) month) following the effective date of the move, the employee concerned may, at his or her choice, either remain in the employ of the Board and receive the salary of his or her new class of employment or benefit from the severance premium provided for in subparagraph e) of the preceding paragraph C);
 - 4- notwithstanding the preceding provisions, the employee who displaces another employee and who subsequently accepts to be reassigned in one of the communities situated in Nunavik shall receive the salary of the class of employment which he or she occupies in this community situated in Nunavik, as of the date of this reassignment;
- b) notwithstanding subparagraph e) of the preceding paragraph C), the severance premium shall be calculated according to the salary of the original class of employment which the employee referred to in the preceding subparagraph a) occupied at the time when he or she received a first notice in accordance with clause 7-7.02 taking into account the evolution of this salary either through advancement in step or an increase in the salary scale or both, if need be;
- E) if the Board agrees, the regular employee who has completed at least one full year of active service with the Board and who is not affected by the move may substitute himself or herself for the employee who is affected by the move.

7-7.07

The employee displaced within the framework of clause 7-7.06 shall benefit from the provisions of clause 7-7.06 as if his or her department were moving.

In this case, and notwithstanding clause 7-7.02, within fifteen (15) days of a notice received by the Board by virtue of the first paragraph of clause 7-7.05, the Board shall inform in writing the employee who is affected by the move of the options that are available under article 7-7.00. The employee shall inform the Board in writing of his or her decision as regards his or her possible options within thirty (30) days of the date on which he or she receives this notice.

7-7.08 The Board undertakes to ensure the welcome in the community concerned in Nunavik of the employee who moves as a result of the application of this article.

7-7.09 The employee who has completed at least one full year of active service as a regular employee and who accepts to be reassigned to Nunavik within the framework of this article and who decides to return to the locality of Dorval during the course of the year which follows this reassignment shall be governed by the following conditions:

A) If his or her return takes place within the three (3) months following his or her reassignment:

1. he or she shall be entitled to the severance premium prescribed in clause 7-7.06, if any, he or she shall be registered on the lists of the Regional Placement Bureau for three (3) years and shall be entitled to the benefits of the recall list or of the right to priority of employment provided for in subparagraph f) of paragraphs B) and C) of clause 7-7.06;
2. his or her return shall be at his or her own expenses;
3. the Board may require the reimbursement of the expenses incurred by virtue of Appendix II;
4. he or she shall lose the right to be reassigned to another position in Nunavik by virtue of clause 7-7.03.

B) If his or her return takes place after three (3) months but before one (1) year of the beginning of his or her reassignment:

1. he or she shall be entitled to the severance premium prescribed in clause 7-7.04, if any, he or she shall be registered on the lists of the Regional Placement Bureau for three (3) years and shall be entitled to the benefits of the recall list or the right to priority of employment provided for in subparagraph f) of paragraphs B) and C) of clause 7-7.06;

or,

be reassigned in the locality of Dorval by virtue of paragraph B) or C) of clause 7-7.06, if applicable;

2. the Board shall assume the costs of his or her return to his or her point of departure;
3. the Board may require the reimbursement of the expenses incurred under articles 9, 10 and 11 of Appendix II if his or her return takes place within the first six (6) months of his or her assignment to Nunavik;
4. he or she must advise the Board at least sixty (60) days prior to the anticipated date of his or her return;
5. he or she shall lose the right to be assigned to another position in Nunavik by virtue of clause 7-7.03.

7-7.10 Notwithstanding the preceding provisions, an employee may not benefit from more than one severance premium within the framework of article 7-7.00.

7-8.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

7-8.01 The following provisions shall apply to the employee who suffers a work accident or incurs an occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001).

7-8.02 The provisions of this article corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001) shall apply insofar as these provisions of the Act apply to the Board.

Definitions

7-8.03 For the purposes of this article, the following terms and expressions mean:

- A) work accident: a sudden and unforeseen event, attributable to any cause, which happens to an employee, arising out of or in the course of his or her work and resulting in an employment injury to him or her;
- B) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable;
- C) suitable employment: appropriate employment that allows an employee who has suffered an employment injury to use his or her remaining ability to work and his or her vocational qualifications, that he or she has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the employee, considering his or her injury;
- D) equivalent employment: employment of a similar nature to the employment held by the employee when he or she suffered the employment injury, from the standpoint of vocational qualifications required, wages, fringe benefits, duration and working conditions;
- E) health establishment: a public establishment within the meaning of the Act respecting health services and social services (R.S.Q., Chapter S-5);
- F) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

An injury or a disease which is solely due to gross and voluntary negligence on the part of the employee who suffers or contracts such injury or disease shall not be an employment injury unless it results in the employee's death or it permanently and severely affects his or her physical or mental well-being;

- G) occupational disease: a disease arising out of or in the course of his or her work and characteristic of that work or directly related to the risks peculiar to that work;
- H) health professional: a professional in the field of health within the meaning of the Health Insurance Act (R.S.Q., Chapter A-29).

Miscellaneous Provisions

- 7-8.04 The employee must inform the Board of the details concerning the work accident or employment injury before leaving the establishment where he or she works, if he or she is able to do so or, if not, as soon as possible. Moreover, he or she shall provide a medical certificate to the Board in conformity with the Act, if the employment injury which he or she suffers renders him or her unable to perform his or her duties after the day on which it manifested itself.
- 7-8.05 The Board shall inform the union of every work accident or occupational disease which an employee has suffered or contracted as soon as it is brought to its attention.
- 7-8.06 The employee may be accompanied by a union representative to any meeting with the Board concerning an employment injury which he or she suffers; in this case, the union representative may temporarily interrupt his or her work, without loss of salary, including applicable premiums, as the case may be, nor reimbursement, after having obtained the authorization of his or her immediate superior; this authorization cannot be refused without a valid reason.
- 7-8.07 The Board must immediately give first aid to an employee who has suffered an employment injury and, if need be, provide transportation to a health establishment, a health professional or to the employee's residence as required by his or her condition.
- The cost of transportation of the employee, if applicable, shall be assumed by the Board as long as it has not been assumed by another organization.
- If possible, the employee shall choose the health establishment; if the employee is unable to express his or her choice, he or she must accept the health establishment chosen by the Board but may later be transferred to a health establishment of his or her choice.
- The employee shall be entitled to receive care from the health professional of his or her choice.
- 7-8.08 Notwithstanding clause 5-3.38, the Board may, stating the reasons for doing so, require that an employee who has suffered an employment injury undergo an examination by a health professional that it designates in accordance with the law. The Board shall assume the costs and travel expenses related to this examination in accordance with clause 6-4.01.

Group Plans

- 7-8.09 The employee who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan provided for in clauses 5-3.22 and 5-3.23 and by the health insurance plan provided for in clause 5-3.24.
- The employee shall benefit, without losing any rights, from the waiver of his or her contributions to the pension plan (RRE, RREGOP, RRF). The provisions concerning the waiver of such contributions shall form an integral part of the provisions of the pension plans and the resulting costs shall be shared as is the case with any other benefit.

The waiver mentioned in the preceding paragraph shall no longer apply when the employment injury has consolidated or the employee is assigned temporarily as provided for in clause 7-8.15.

7-8.10 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 5-3.32 shall apply, subject to the second paragraph of this clause, if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of this absence shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

On the other hand, for the employee who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 5-3.32, the salary insurance plan provided for in this clause shall apply to make up the difference if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of the absence shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

7-8.11 The bank of sick-leave days of an employee shall not be reduced for the days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the employment injury has consolidated and for the absences provided for in clause 7-8.24. This provision shall also apply to the part of the day on which the employment injury manifests itself.

Salary

7-8.12 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 or she has suffered, he or she shall be entitled to his or her salary as if he or she were at work subject to the following provisions:

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

For purposes of this clause, the salary to which an employee is entitled shall include the premiums for regional disparities provided for in article 6-6.00, if applicable.

7-8.13 Subject to clause 7-8.12, 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 forms required for this reimbursement. This waiver shall be valid only for the period during which the Board has agreed to pay the benefits.

An employee who is required to appear before a review office, a medical arbitration board or the Commission d'appel en matière de lésions professionnelles shall, after having notified his or her immediate superior at least forty-eight (48) hours prior to the absence and submitting written proof to this effect, be granted permission to the absent without loss of salary.

Right to Return to Work

- 7-8.14 An employee who is informed by his or her physician of the date of consolidation of the employment injury he or she has suffered and of the fact that he or she will retain a certain degree of functional disability, or that he or she will retain no such disability, shall so inform the Board without delay.
- 7-8.15 If the employee's attending physician agrees, the Board may temporarily assign work to an employee while awaiting the employee to again become able to resume his or her position, an equivalent position or a suitable position, even if his or her employment injury has not consolidated, the foregoing as provided for in the law.
- 7-8.16 The employee whose employment injury has consolidated and who is again able to carry out the duties of the position he or she had prior to his or her absence shall be reinstated in his or her position.
- 7-8.17 The employee referred to in the preceding clause who is unable to return to his or her position either because it was abolished or the employee was displaced as a result of the application of the agreement, shall be entitled to be reinstated in an available equivalent position that the Board intends to fill, insofar as he or she is entitled to obtain this position as a result of the application of article 7-3.00 of the agreement.
- 7-8.18 An employee who, although unable to resume his or her duties because of an employment injury but who may be able to use his or her remaining ability and his or her qualifications to work, shall be entitled to hold a suitable available position that the Board intends to fill in accordance with clause 7-8.20.
- 7-8.19 The rights mentioned in clauses 7-8.16, 7-8.17 and 7-8.18 shall apply subject to article 7-3.00.
- When the Board does not allow an employee to exercise the rights mentioned in clauses 7-8.16, 7-8.17 and 7-8.18 because this employee would have been displaced, placed on availability, laid off, dismissed, fired or would have otherwise lost his or her employment had he or she been at work, the relevant provisions of the agreement shall apply as if this employee had been at work at the time of such events; moreover, the exercise of these rights cannot have the effect of cancelling or deferring any suspension imposed by virtue of article 8-4.00 of the agreement.
- 7-8.20 The exercise of the right mentioned in clause 7-8.18 shall be subject to the following terms and conditions:
- A) the position to be filled must be so in accordance with clause 7-1.03 of the agreement, subject to any provision contained in this clause;
 - B) the employee shall submit his or her application in writing;

- C) as of the first step provided for in clause 7-1.03, the employee shall obtain the position if he or she has more seniority than the other employees or staff members concerned;
- D) the employee must possess the required qualifications and meet the other requirements determined by the Board;
- E) access to this position by the employee cannot constitute a promotion, except in step C) of clause 7-1.03;
- F) the right of the employee can be exercised only during the two (2) years immediately following the beginning of his or her absence or in the year following the date of consolidation according to whichever date is later.

However, the Board and the union may agree on terms and conditions for the exercise of the right mentioned in clause 7-8.18 other than those provided for in this clause, provided that this does not have the effect of modifying the provisions concerning security of employment; notably, the Board and the union may agree on a special movement of personnel concerning priority of employment.

7-8.21 The employee who obtains a position referred to in clause 7-8.18 shall benefit from an adaptation period of thirty (30) working days; at the end of this period, this employee cannot keep the position if the Board deems he or she is unable to perform his or her duties adequately.

When the employee is thus unable to keep his or her position, he or she shall again become eligible for a position in accordance with clause 7-8.18, as if he or she had never exercised the right mentioned in this clause.

7-8.22 The employee who obtains a position referred to in clause 7-8.17 shall receive the salary he or she had before suffering an employment injury.

7-8.23 The employee who obtains a position referred to in clause 7-8.18 shall receive the salary related to his or her new position or, in the case of a demotion, shall benefit from the provision of paragraph B) of clause 6-2.15.

The amounts to be paid to the employee by virtue of paragraph B) of clause 6-2.15 shall be reduced by an amount equal to any income replacement indemnity paid to him or her.

7-8.24 Once the employee who has suffered an employment injury returns to work, the Board shall pay him or her his or her salary, as well as the premiums for regional disparities provided for in article 6-6.00 of the agreement and to which he or she is entitled, as the case may be, for each day or part of day during which he or she must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity within the framework of his or her personal rehabilitation program.

CHAPTER 8-0.00 OTHER WORKING CONDITIONS

8-1.00 SENIORITY

8-1.01 The employee who is in the service of the Board on the date of the coming into force of the agreement shall retain the seniority already acquired on that date as calculated in accordance with the provisions of article 8-1.00 of the 1989-1995 agreement.

As of the date of the coming into force of the agreement, seniority shall be calculated according to the provisions of this article.

8-1.02 Seniority shall correspond to the period of employment of the regular employee, as of the commencement of employment in one of the positions of the classes of employment provided for in the Classification Plan, with the Board or with 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 a support staff member in the employ of the Board who is not covered by this agreement shall correspond to his or her period of employment with the Board. This seniority may be used to integrate a position for the purposes of the movement of personnel or reduction of personnel.

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 provided for in the Classification Plan and covered by accreditation shall correspond to his or her period of employment with the Board. However, this seniority cannot be used to integrate an employee into one of the classes of employment provided for in the Classification Plan nor for the purposes of movement of personnel or staff reduction.

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

- A) when he or she is in active service;
- B) when he or she is on a leave of absence with salary as provided for in the agreement;
- C) when he or she is absent from work because of a work accident or an occupational disease;
- D) when he or she is absent from work because of an accident or illness other than a work accident or an occupational disease for a period not exceeding twenty-four (24) months;
- E) in the other cases where a provision of the agreement specifically provides for it;
- F) when he or she is on a leave of absence without salary for union activities or studies. However, if he or she applies for a vacant position during his or her leave and obtains it, he or she must return to work and his or her leave without salary shall then be cancelled, if it is for a period of more than four (4) months;
- G) when he or she is temporarily laid off due to a periodic slowdown or seasonal shutdown of activities in his or her sector;
- H) during a leave provided for in article 5-4.00;

- I) when he or she is on leave of absence without salary for a period of one (1) month or less.
- 8-1.04 The regular employee shall retain but not accumulate his or her seniority in the following cases:
- A) when he or she is on a leave of absence without salary for more than one (1) month unless there is a specific provision to the contrary in the agreement;
 - B) when he or she is laid off for a period not exceeding twenty-four (24) months;
 - C) when he or she is absent from work because of an illness or accident other than a work accident or an occupational disease or work accident for more than twenty-four (24) months.
- 8-1.05 A regular employee shall lose his or her seniority in the following cases:
- A) when his or her employment is permanently terminated;
 - B) when he or she is laid off for a duration in excess of twenty-four (24) months;
 - C) when he or she refuses or fails to return to work without a valid reason within the ten (10) days which follow a recall to work by registered letter or by fax sent to his or her last known address.
- 8-1.06 Within sixty (60) days of the date of the signing of the agreement, the Board shall forward to the union the seniority list of employees recognized in the first paragraph of clause 8-1.01; the seniority indicated on this list and acquired as of June 30, 1989 cannot be contested through grievance, notwithstanding any provision to the contrary.
- 8-1.07 The Board shall post this list in its establishments for a period of forty-five (45) days.
- 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 the procedure for settling grievances and arbitration.
- 8-1.09 The posted seniority list shall become official upon the expiry of the posting period, 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 a grievance concerning this list.
- 8-1.10 No later than November 30 of each year, the Board shall update the seniority list and shall post the list for a period of forty-five (45) days. Seniority shall be computed as of June 30 of the same year and a copy shall be sent to the union.
- 8-1.11 When the Board posts the seniority list, it shall forward a copy thereof to the employee who is absent for the first four (4) weeks of the posting; this, however, cannot have the effect of preventing the seniority list from becoming official nor delaying or extending the posting period.

- 8-1.12 The provisions of clauses 8-1.08 and 8-1.09 shall apply as a result of each updating of the seniority list.
- 8-1.13 When an employee acquires the status of a regular employee, the Board shall inform him or her in writing of the seniority he or she has accumulated on that date and shall send a copy to the union.
- 8-1.14 Every period worked on behalf of the Board as an employee referred to in clause 1-2.31 or in article 12-1.00, 12- 2.00 or 12-3.00 before acquiring this status, shall be recognized for purposes of seniority, retroactive to the date of his or her first hiring, unless there has been an interruption in his or her employment of more than twenty-four (24) months, in which case the time worked before this interruption shall not be counted.
- The period worked shall be calculated in proportion to the regular working hours.
- 8-1.15 The seniority of a regular employee who holds a part-time position shall be calculated in proportion to his or her regular weekly working hours as compared to the working hours of the regular workweek provided for in clauses 8-2.01, 8-2.02, 8-2.03 or 8-2.04, as the case may be, and shall accumulate in accordance with this article.
- 8-2.00 WORKWEEK AND WORKING HOURS
- 8-2.01 Technical and Administrative Support Positions Category
- The regular workweek shall be comprised of thirty-five (35) hours, divided from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular working day shall be seven (7) hours.
- 8-2.02 Trades and Labour Support Positions Category
- 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 working day shall be seven hours and forty-five minutes (7 h 45 min).
- 8-2.03 Notwithstanding clause 8-2.01 or clause 8-2.02, for certain classes of employment such as stationary engineer or guard, the regular workweek may be divided differently according to the department's needs, subject to clauses 8-2.06 and 8-2.07. It is agreed that any schedule which provides for work on Saturday or Sunday shall include two (2) consecutive days off.
- The regular workweek of the employees of the warehouse of the Board situated in Dorval (technical, administrative and/or manual support staff) who, on the date of the signing of this agreement, have a forty (40)-hour regular workweek shall maintain such regular workweek. However, the Board may apply to these employees the regular workweek provided for in clause 8-2.01 or 8-2.02, as the case may be, by sending a written notice to this effect to the employees concerned at least two (2) months before implementing the new regular workweek.

- 8-2.04 In the case where the employee benefits from a different number of weekly working hours, the salary scales shall apply in proportion to the regular hours worked in relation to those provided for in clause 8-2.01 or 8-2.02, as the case may be.
- 8-2.05 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. The employee shall also be entitled to a minimum of one (1) hour without salary to have a meal during the course of his or her working day.
- 8-2.06 The Board shall maintain the work schedules in effect on the date of the coming into force of the agreement.
- 8-2.07 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. The Board shall give the union and the employee concerned a written notice of at least thirty (30) days before implementing the new schedule. An employee or the union may, within thirty (30) working days of the sending of the notice, resort to the procedure for settling grievances and for arbitration.

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

At the time of arbitration, the burden of proof shall rest with the Board. The arbitrator's mandate shall be to decide whether the changes were reasonable; if they were not, the Board must return to the former schedules and shall pay the employees at 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 between the union and the Board, no modification may cause an employee to work split shifts.

- 8-2.08 The Board and the union may, for the purpose of establishing a summer work schedule for the employees, agree to a different distribution of the regular work schedule as long as this distribution does not cause a reduction in the number of hours of the regular workweek.

Moreover, the Labour Relations Committee may agree to renew the summer schedule which prevailed in previous years.

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 or her regular workweek or regular working day or outside the hours prescribed by his or her schedule, shall be considered as overtime.
- 8-3.02 Overtime shall be assigned to the employee who has started the work. If the work is not started during the regular 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 For the overtime carried out, the employee shall benefit from:
- A) for all the hours worked in addition to the number of hours of his or her regular working day or outside of the hours provided for in his or her schedule and during a weekly day off: a leave of a duration equal to one and a half (1 1/2) the time actually worked as overtime;
 - B) for all the hours worked during a paid legal holiday provided for in the agreement in addition to his or her salary for the paid legal holiday: a leave of a duration equal to one and a half (1 1/2) the time actually worked as overtime;
 - C) for all the hours worked on Sunday or during the second weekly day off: a leave of a duration equal to double the time actually worked as overtime.
- 8-3.05 The Board and the employee shall agree on the terms and conditions for the application of the preceding clause by taking into account the requirements of the department; failing an agreement between the Board and the employee, within sixty (60) days of the date on which the overtime work was carried out, on the time when the leave provided for in subparagraphs A), B), and C) of the preceding clause may be taken, the overtime shall be remunerated according to the rates prescribed in clause 8-3.06.
- When the Board and the employee have agreed on the time when the leave is to be taken but it cannot be taken at that time either due to the needs of the department or due to circumstances beyond the employee's control, the employee shall then choose to either have the overtime remunerated according to the rates prescribed in clause 8-3.06 or take it in time off in accordance with subparagraphs A), B) and C) of clause 8-3.04; in this latter case, the Board and the employee shall agree on the time when the leave may be taken.
- 8-3.06 Notwithstanding the foregoing, the Board and the employee may agree that the overtime be remunerated according to the following rates:
- A) at the basic hourly rate increased by one half (one hundred and fifty percent (150%)) in the cases provided for in paragraphs A) and B) of clause 8-3.04;
 - B) at double the hourly rate (two hundred percent (200%)) in the cases provided for in paragraph C) of clause 8-3.04.
- 8-3.07 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 in the locality who accepts to perform this overtime work without this hindering the proper progress of the work.
- 8-3.08 When an employee is recalled from his or her home to perform emergency work, he or she shall benefit from a leave of a minimum duration of four (4) hours taken at a time agreed to with the Board if this is more advantageous than the application of clause 8-3.04 of the agreement, where applicable. Notwithstanding the foregoing, the Board and the employee may agree that these four (4) hours be remunerated at the regular rate.
- 8-3.09 When overtime is paid in accordance with the foregoing, it must be within a maximum period of one (1) month after the presentation of the claim duly signed by the employee and approved by the Board. The Board shall provide the forms.

8-4.00 DISCIPLINARY MEASURES

8-4.01 Every disciplinary measure and the reasons therefor must be set forth in a written notice addressed to the employee concerned. A copy of this notice must be forwarded to the union within three (3) working days of the sending of the disciplinary measure to the employee concerned.

8-4.02 Except in the case of an indefinite suspension or a dismissal based on a moral or criminal issue, any final decision to dismiss or suspend indefinitely an employee must be preceded, subject to the fourth paragraph of this clause, by a meeting between the Board, the union and the employee concerned. During this meeting, the Board shall inform the union and the employee of the reasons for such measure. To this end, the employee must receive a written notice of at least three (3) working days before the meeting specifying the hour and the place where he or she must report and indicating the reason for the summons as well as the fact that he or she is entitled to be accompanied by a union representative. A copy of such notice shall also be forwarded to the union within the same time limits.

In the case of an indefinite suspension or dismissal based on a moral or criminal issue, the meeting between the Board, the employee and the union shall be convened within three (3) working days of the Board's initial decision.

Following any meeting held by virtue of this clause, the Board must inform the employee of its final decision by written notice within thirty (30) days following the meeting. A copy of the notice shall also be sent to the union within the same time limit.

The fact that the union or the employee does not attend the duly summoned meeting shall not prevent the Board from instituting procedures or imposing a disciplinary measure.

8-4.03 Subject to clause 8-4.02, the Board shall convene an employee who is subject to a suspension, either to suspend him or her or to discuss the suspension which was imposed on him or her. In this case and in the case where the Board decides to convene an employee regarding every other disciplinary measure which concerns him or her, the employee must receive a written notice of at least forty-eight (48) hours, specifying the hour and place where he or she must report and indicating the reason for the summons as well as the fact that he or she shall be entitled to be accompanied by a union representative. A copy of this notice shall be forwarded to the union at the same time.

A disciplinary measure handed directly to an employee shall not constitute a summons as defined in the preceding provisions.

8-4.04 Every employee may, after having made an appointment, consult his or her official file twice a year, accompanied if he or she so desires by his or her union representative; moreover, with the employee's written authorization on the form provided in Appendix V, the union representative may consult the official file of an employee after having made an appointment.

8-4.05 The employee who is subject to a disciplinary measure may submit a grievance. However, the employee who is the subject of a dismissal or indefinite suspension may submit his or her grievance directly to arbitration within thirty (30) working days of the receipt of the notice informing him or her of the Board's final decision insofar as the meeting provided for in clause 8-4.02 has taken place.

- 8-4.06 A suspension shall not interrupt the employee's seniority. During this suspension, he or she shall maintain his or her contribution to the various contributory plans provided for in the agreement.
- 8-4.07 In the event of arbitration, the Board must establish that the disciplinary measure was imposed for just and sufficient reason.
- 8-4.08 The Board may invoke an infraction that has been placed in the official file and for which a disciplinary measure has been issued, only within twelve (12) months of such infraction.
- However, if more than one infraction of the same nature was committed within these twelve (12) months, each of these infractions including the first one mentioned in the preceding paragraph may only be invoked within the twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the file.
- 8-4.09 No disciplinary measure rescinded by the Board may be invoked against an employee; the same shall apply to a disciplinary measure declared unjustified by an arbitration tribunal and the facts giving rise thereto.
- 8-4.10 Priority shall be granted to dismissal cases when preparing the arbitration roll.
- 8-4.11 Any disciplinary measure imposed more than sixty (60) 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 the agreement. However, in the case of modifications to an indefinite suspension, the sixty (60)-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 grievance procedure, 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 continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his or her credit cover both his or her contribution and that of the Board. Failing this, the employee must pay the full premiums in advance.
- 8-5.00 HEALTH AND SAFETY
- 8-5.01 The Board and the union shall collaborate through the Labour Relations Committee to maintain working conditions that respect the health, safety and physical well-being of employees.
- 8-5.02 The Board and the union may agree to set up a specific health and safety committee.
- 8-5.03 The employee must:
- A) take the necessary measures to protect his or her health, safety or physical well-being;
 - B) see to it that he or she does not endanger the health, safety or physical well-being of other persons who are on the work premises or near the work premises;

C) undergo health examinations required for the application of the law and the regulations applicable to the Board.

8-5.04

Insofar as it is provided for by law and the regulations which are applicable to it, the Board must take the measures necessary to protect the health and ensure the safety and well-being of employees; it must in particular:

- A) see to it that the buildings under its jurisdiction are equipped and laid out in such a way as to protect the employees;
- B) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of employees;
- C) provide suitable lighting, ventilation and heating;
- D) provide safety material and ensure that it is kept in good condition;
- E) allow an employee to undergo health examinations during their employment required for the application of the law and the regulations applying to the Board.

8-5.05

When it becomes necessary by virtue of the law and regulations applicable to the Board to place individual or group safety means and equipment at the disposal of employees in order to meet their specific needs, this must not reduce in any way the efforts required by the Board, the union and the employees to eliminate at the source dangers to their health, safety and physical well-being.

8-5.06

When an employee exercises the right of refusal provided for in the Act respecting occupational health and safety, he or she must immediately notify his or her immediate superior or a representative authorized by the Board.

As soon as he or she is notified, the immediate superior or, where applicable, the representative authorized by the Board shall convene the union representative mentioned in clause 8-5.10 if he or she is available or in the case of an emergency, the union delegate of the building concerned; the purpose of this summons is to assess the situation and the corrective measures that the immediate superior or authorized representative of the Board intends to apply.

For the purposes of the meeting following the summons, the union representative or, where applicable, the union delegate, may temporarily interrupt his or her work, without loss of salary including premiums where applicable, or reimbursement.

8-5.07

The right of an employee mentioned in clause 8-5.06 shall be exercised subject to the relevant provisions provided for by law and regulations concerning occupational health and safety applicable to the Board and subject to the terms and conditions specified therein, where applicable.

8-5.08

The Board cannot impose a layoff, a displacement, a disciplinary or discriminatory measure due to the fact that the employee exercised the right provided for in clause 8-5.06 in good faith.

8-5.09 Nothing in the agreement shall prevent the union representative or, where applicable, the union delegate from being accompanied by a union adviser at the meeting provided for in clause 8-5.06; however, the Board or its representatives must be informed of the presence of this adviser before the meeting is held.

8-5.10 The union may expressly designate one of its representatives to the Labour Relations Committee or to the committee set up by virtue of clause 8-5.02, where applicable, to deal with health and safety matters; this representative may be absent temporarily from his or her work, after having informed his or her immediate superior, without loss of salary including premiums where applicable, or reimbursement in the following cases:

A) to attend the meeting provided for in the third paragraph of clause 8-5.06;

B) to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the Board in connection with a matter dealing with the health, safety or physical well-being of an employee.

8-6.00 CLOTHING AND UNIFORMS

8-6.01 The Board shall provide its employees, free of charge, with any uniform, special clothing or safety shoes which it requires them to wear due to the nature of their work as well as any special article or garment required by law and the regulations.

Moreover, the Board and the union, if they deem it necessary for the performance of duties, may agree that the Board provide the employee free of charge with any other garment, uniform or special article.

8-6.02 The uniforms or special garments and articles or safety shoes supplied by the Board shall remain its property and may only be replaced upon the return of the old uniform, garment, special article or shoes unless the employee is prevented from doing so due to circumstances beyond his or her control. The Board shall decide if a uniform, garment, article or safety shoes must be replaced.

8-6.03 The upkeep of uniforms, clothing and special articles or safety shoes 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.

8-7.00 REGULATIONS REGARDING ABSENCES

8-7.01 In all cases of absence, the employee concerned must notify beforehand his or her immediate superior of his or her departure and return according to the regulations established by the Board, except in cases where this is an impossibility.

8-7.02 On his or her return the employee shall submit to the competent authority a certificate stating the reasons for his or her absence using the form provided for in Appendix VII.

The Board may only contest a declaration or other proof of the motives of an absence within thirty (30) days of its remittance to the competent authority.

8-8.00 TECHNOLOGICAL CHANGES

8-8.01 For the purposes of this article, the expression "technological changes" means the changes resulting from the introduction or modification of new equipment which is used to produce goods or services and which either modifies the duties entrusted to an employee or causes the abolition of one or more positions.

8-8.02 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.

8-8.03 The notice mentioned in the preceding clause shall contain the following information:

- a) the nature of the change;
- b) the school or department concerned;
- c) the date foreseen for the implementation;
- d) the employee or group of employees concerned.

8-8.04 At the union's request, the Board shall inform the union of the effects of the technological changes foreseen on the working conditions or the security of employment, where applicable, of the employees concerned; moreover, at the union's request, the Board shall transmit the technical sheet of the new equipment, if it is available.

8-8.05 The Board and union shall agree to meet within forty-five (45) days of the sending of the notice mentioned in clause 8-8.02; on this occasion, the Board shall consult the union on the effects of the technological changes foreseen on the organization of work.

8-8.06 The employee whose duties are modified as a result of the implementation of a technological change, shall benefit, if necessary, from the appropriate training or professional improvement, taking into account his or her skills; this training or professional improvement shall normally be given during working hours and shall be at the expense of the Board.

8-8.07 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 excluding any movement which could affect the security of employment or the acquisition of tenure.

8-8.08 The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement, particularly those in Chapter 7-0.00.

CHAPTER 9-0.00 PROCEDURE FOR SETTLING GRIEVANCES, ARBITRATION AND DISAGREEMENT

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES

9-1.01 Every employee, who has a problem concerning his or her working conditions which may give rise to a grievance, must discuss it with his or her immediate superior in order to attempt to solve it, accompanied if he or she wishes, by his or her union delegate or his or her substitute. If the union delegate or his or her substitute is unable to act or is absent, a union representative may accompany the employee if he or she so desires. However, the fact that the employee has not followed this procedure shall not cause him or her to lose any rights.

9-1.02 It is the express intent of the parties to settle all grievances regarding the application and interpretation of the agreement within the shortest possible time.

9-1.03 In the case of any 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 ninety (90) days⁽¹⁾ of the date of the event that gave rise to the grievance.

Following a written request by either the Board or the union, the union representative(s) accompanied by the plaintiff if the latter so desires, and the representative(s) of the Board must meet to study the grievance within the ten (10) working days of its receipt. In the case of a collective grievance, only one plaintiff may take part in the meeting.

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 this meeting, a maximum of one (1) union representative may be released without loss of salary, including applicable premiums or reimbursement by the union.

The Board shall give its written reply to the union within the forty-five (45) working days following the receipt of the grievance and shall forward a copy to the employee. This notice must clearly indicate, for information purposes and without prejudice, the main reasons for the decision.

B) Second Step

In the case of an unsatisfactory reply or in the absence of a reply or if the reply of the Board was not forwarded within the time limits prescribed, the union may submit the grievance to arbitration according to the provisions prescribed in this chapter.

9-1.04 The union may lodge 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.

⁽¹⁾ Read one hundred and twenty (120) days for the locality of Puvirnitug.

9-1.05 The time limits referred to in this article shall be compulsory. The Board and the union may however 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 cannot as such be considered as an acknowledgment by the union of the Board's allegations and may not be invoked as a precedent.

9-1.06. The grievance notice shall contain a summary account of the facts so as to be able to identify the problem raised. This notice shall also contain, for information purposes and without prejudice, the clauses concerned and the corrective measures required.

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 this amendment is submitted within the five (5) working days 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 troubled due to his or her involvement in a grievance.

9-2.00 ARBITRATION PROCEDURE

9-2.01 The union that wishes to submit a grievance to arbitration must, within a maximum time limit of thirty (30) working days of the expiry of the time limit provided for in the last subparagraph of paragraph A) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. This notice must contain a copy of the grievance and the written reply of the Board, if any, and it must be sent by registered mail or fax.

However, the union may submit the grievance to arbitration, in the manner provided for in the preceding paragraph, as soon as it receives the reply of the Board as provided for in clause 9-1.03.

A copy of the arbitration notice must be sent at the same time to the Board.

In the event of a disruption of postal services, the arbitration notice shall be sent by telegram, fax or teletype and, at the end of this disruption, the union shall forward the aforementioned documents as quickly as possible.

N.B. Address of the chief arbitrator:

Records Office of Arbitration Tribunals
Education Sector
Palais de Justice
300 Jean-Lesage Blvd.
5th Floor, Room 512
Québec, Québec
G1K 8K6

9-2.02 All grievances submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

Jean-Guy Ménard, Chief Arbitrator;

Blouin, Rodrigue	Hamelin, François
Boisvert, Marc	Ladouceur, André
Bourguignon, Ronald	Lavoie, Gilles
Brault, Serge	Lefèvre, Bernard
Cain, Michael	Lussier, Jean-Pierre
Choquette, Robert	Morin, Fernand
Côté, André C.	Rondeau, Claude
Poisy, Claude H.	Tousignant, Lyse
Fortier, François G.	Tremblay, Jean-Pierre
Frumkin, Harvey	

or any other person appointed by the Centrale, the Fédération and the Ministère to act in this capacity.

However, the arbitrator shall proceed with the arbitration assisted by assessors if, when the grievance is entered on the monthly arbitration roll or in the fifteen (15) days that follow, there is a request to this effect by the representative of the Centrale, the Fédération or the Ministère.

9-2.03 In the event of an arbitration with assessors, an assessor shall be appointed by the Centrale and another appointed jointly by the Fédération and the Ministère within the time limit provided for in the second paragraph of clause 9-2.02 to assist the arbitrator and represent each party during the hearing of the grievance and the deliberation.

The assessor thus appointed shall be deemed competent to sit whatever his or her past or present activities, his or her interests in the dispute or his or her duties in the union, Board or elsewhere.

9-2.04 Upon his or her appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his or her honour, before a Superior Court judge, to perform his or her duties according to the law and to the agreement.

Upon their appointment, each of the arbitrators shall take an oath or shall pledge on their honour, before the chief arbitrator, for the life of the agreement, to render their decisions in conformity with the law and the agreement.

9-2.05 Following the recording of the notice of arbitration mentioned in clause 9-2.01, the records office shall acknowledge receipt without delay to the union. A copy of this acknowledgment, of the grievance notice and of the notice of arbitration shall be sent, without delay, to the Centrale, the Fédération, the Ministère and the Board.

9-2.06 The chief arbitrator or, in his or her absence, the chief records clerk under the authority of the chief arbitrator shall:

- A) prepare the monthly arbitration roll in the presence of the representatives of the parties to the agreement;
- 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;

D) indicate for each grievance, whether the arbitration is referred to a single arbitrator or an arbitrator assisted by assessors in accordance with the procedure described in this article or to an arbitrator appointed in accordance with the accelerated procedure described in Appendix XXII.

The records office shall notify the arbitrators, the assessors, the parties concerned, the Centrale, the Fédération and the Ministère. The same shall apply to the arbitrator appointed to hear a grievance according to the accelerated procedure described in Appendix XXII or to act as mediator within the framework of prearbitration mediation.

The party that submits a request for a deferral of an arbitration session within thirty (30) days or less of a hearing date shall pay the arbitrator an indemnity of four hundred dollars (\$400) as cancellation fees. In the case of a joint request for a deferral, the cancellation fees shall be shared equally by the parties.

9-2.07 Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, the parties concerned, the Centrale, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

9-2.08 If the arbitrator is unable to act because he or she resigns, refuses to act or for other reasons, he or she shall be replaced according to the procedure established for the original appointment.

If the assessor is unable to act because he or she resigns, refuses to act or for other reasons, the party which designated him or her shall appoint a replacement.

9-2.09 The arbitrator may proceed with the arbitration if the party that the assessor represents does not designate a replacement within the time limits he or she prescribes.

9-2.10 The arbitrator shall also ensure that the operating rules of the records office are respected and, more specifically, those prescribed in Appendix XXII.

9-2.11 At any time, before the end of the hearings, the Centrale, the Fédération and the Ministère may individually or collectively intervene and may make any representation that they deem appropriate or relevant.

However, if one of the parties mentioned in the preceding paragraph wishes to intervene, it must so inform the other parties.

9-2.12 The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the sessions to be held in camera.

9-2.13 The arbitrator may deliberate in the absence of an assessor provided that he or she has notified him or her in accordance with clause 9-2.07 at least seven (7) days in advance.

9-2.14 Except in the case of the production of written notes where the Board and the union may agree to extend the time limit, the arbitrator must render his or her decision within forty-five (45) days following the end of the hearing, however, this decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

As long as the decision has not been rendered, the chief arbitrator cannot assign a grievance to an arbitrator who has not rendered his or her decision within the time limit allotted.

9-2.15 The arbitration decision shall state the reasons therefor in writing and shall be signed by the arbitrator.

Each assessor may draft a separate report, which shall be attached to the decision.

The arbitrator shall file the original signed copy of the decision at the records office.

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

9-2.16 At any time before his or her final decision, an arbitrator may render any provisional or interlocutory decision which he or she deems just and useful.

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

When the decision includes a time limit in which to comply with an obligation, the time limit shall begin on the day the decision was sent by the records office unless the arbitrator decides otherwise in the decision.

9-2.17 An arbitrator may not, by his or her decision, subtract from, add to or modify the clauses of the agreement.

9-2.18 Subject to articles 2-1.00, 9-1.00 and 9-2.00, a grievance filed by an employee who is no longer in the employ of the Board or by the union for an employee who is no longer in the employ of the Board, shall be considered as validly submitted to arbitration, provided that the facts which gave rise to the grievance occurred during the period of employment or as a result of his or her departure and entitle him or her to a monetary claim.

9-2.19 As regards a disciplinary measure, the arbitrator may uphold, modify or annul the decision of the Board. All compensation must take into account the amounts earned by the employee during the period in which he or she should not have been suspended or dismissed.

9-2.20 The chief arbitrator shall choose the chief records clerk.

9-2.21

A) Expenses and fees of the arbitrators.

The Board and the union may agree in writing that the grievances shall be referred to the procedure respecting mediation by arbitration as provided for in Appendix XII; in this case, the fees and expenses of the arbitrator shall be borne and shared in the following proportion: seventy percent (70%) by the Board and thirty percent (30%) by the union.

Failing a written agreement as described in the preceding paragraph, the grievances shall be referred to the procedure prescribed in article 9-2.00 and the fees and expenses of the chief arbitrator and the arbitrators shall be at the expense of the Ministère.

B) Expenses of the records office

The expenses of the records office and the salaries of its staff shall be the responsibility of the Ministère.

The hearings and deliberations shall be held on premises provided free of rental cost.

9-2.22

The assessors shall be remunerated and their expenses reimbursed by the party they represent.

9-2.23

The stenography costs shall be assumed by the party which requires it.

If there is a transcript of the official stenographic notes, a copy thereof shall be forwarded by the stenographer, without cost, to the arbitrator and assessors before the beginning of the deliberation.

9-2.24

At the request of a party, or on his or her own initiative, the arbitrator shall transmit or otherwise serve any order or document and may summon a witness as provided for in the Labour Code.

9-3.00

DISAGREEMENT

9-3.01

Any disagreement, as defined in clause 1-2.14, which may arise during the life of the agreement, shall be referred to the Labour Relations Committee provided for in article 4-1.00 of the agreement.

CHAPTER 10-0.00 MISCELLANEOUS PROVISIONS

10-1.00 PRINTING OF THE AGREEMENT

10-1.01 The management group shall print the text of the agreement in a single format as soon as possible following the date of its signing and shall make a copy available to each employee and sufficient copies for the union. The management group shall do the same for the Classification Plan.

10-1.02 A copy of the agreement in Inuttituut and in English shall also be remitted to the employees concerned.

10-1.03 The time limits prescribed in the agreement concerning the filing of a grievance shall be extended until such time as the union receives copies of the agreement in a quantity sufficient for its members.

10-2.00 APPENDICES

10-2.01 The appendices shall be an integral part of the agreement.

10-3.00 INTERPRETATION OF TEXTS

10-3.01 The French text shall constitute the official text of the agreement.

10-3.02 The negotiating parties shall agree on an English and Inuttituut translation of the official text of the agreement.

10-3.03 For the purposes of wording of the agreement, the parties have agreed to use the masculine and feminine genders in all designations of persons. To this end, the parties have established the rules of drafting found in Appendix X.

The application of these rules shall not have the effect of modifying the rights and benefits which would have been applicable if the text had been drafted in the masculine and, unless otherwise stipulated, shall not confer different rights or benefits on men or women.

10-3.04 For the purposes of this agreement, the use of a fax shall constitute, in every case, a valid mode of transmission of a written notice.

10-4.00 COMING INTO FORCE OF THE AGREEMENT

10-4.01 The agreement shall come into force on the date of its signing and shall have no retroactive effect.

10-4.02 The agreement shall expire on June 30, 1998.

However, the working conditions provided for in the agreement shall continue to apply until the signing of a new agreement.

- 10-4.03 For the employees in the employ of the Board on the date of the signing of the agreement, the amounts due by virtue of clause 10-4.01 shall be paid within sixty (60) days of this date.
- 10-4.04 For the employees who were employed by the Board between January 1, 1989 and the date of the signing of the agreement, and who are no longer in the employ of the Board on this date, the Board shall provide the union with a list of these employees within ninety (90) days of the signing of the agreement specifying the last known address for each.
- The employee concerned must make a written request to this effect to the Board within sixty (60) days of the production of this list. In the event of the employee's death, the request may be made by his or her beneficiaries.
- The amounts due by virtue of clause 10-4.01 shall be paid within ninety (90) days following the production of the list of these employees to the union.
- 10-4.05 The Board shall provide the employee with a synthesis of the calculation of his or her retroactivity at the same time as this retroactivity is paid and shall provide the union with a copy.
- 10-4.06 Unless there are specific stipulations to the contrary, the agreement shall replace every former collective agreement concluded between the Board and the union.
- 10-4.07 Strikes and lockouts shall be forbidden to every person as of the date of the coming into force of the agreement and for as long as the right to strike and lockout has not been acquired in accordance with the provisions of the Labour Code.
- 10-5.00 1989-1995 ENTENTE
- The expression "1989-1995 collective agreement" signifies the 1989-1991 collective agreement and its extensions.

CHAPTER 11-0.00 PUVIRNITUQ

11-1.00 EXPLANATORY NOTES

11-1.01 The provisions of the agreement shall apply to the employees working in Puvirnitug by making the necessary changes and by taking into account the additions and changes made to this chapter.

11-1.02 The expression "beneficiary under the James Bay and Northern Québec Agreement" in the agreement signifies: "native resident of Puvirnitug".

11-2.00 POSTING AND DISTRIBUTION

11-2.00 The following paragraph is added to clause 3-4.04:

Moreover, at the request of a union representative, the Board may permit him or her to use the office equipment and audiovisual material available at the school, free of charge. The union representative must take steps to see to it that the equipment used is returned in good condition.

11-3.00 LABOUR RELATIONS COMMITTEE

11-3.01 Clause 4-1.01 is replaced by the following:

Within thirty (30) days of the written request of the representatives of the Board or the union, the parties shall form a consultative committee to be known as the "Labour Relations Committee for the Support Staff Employees of Puvirnitug".

11-4.00 SPECIAL LEAVES

11-4.01 The following sentence is added to paragraph E) of clause 5-1.01:

however, this leave is increased to five (5) days if the grandfather or the grandmother resided permanently with the employee assigned to Puvirnitug.

11-4.02 Clause 5-1.07 is replaced by the following:

Within forty-five (45) days of the coming into force of the agreement, the Board shall establish a policy applicable to all categories of personnel relating to the closing of the school due to inclement weather following consultation with the Labour Relations Committee.

Within the framework of the preceding provision, the Board shall ensure that all groups of employees in Puvirnitug shall be treated in an equitable and comparable manner.

This policy shall provide for specific methods of compensation for the employee who is required to report for work when the group of employees to which he or she belongs is not required to report.

11-4.03 Clause 5-1.08 is added:

During every occasional closure of the school decided by the Education Committee for a reason other than those provided for in this article, the employee shall benefit from a leave without loss of salary or applicable premiums for the duration of such closure, except in the case provided for in clause 11-9.02.

11-5.00 PAID LEGAL HOLIDAYS

11-5.01 Clause 5-2.05 is replaced by the following:

Notwithstanding clause 5-2.01, the employees shall also benefit from an additional paid holiday as determined by the Board.

Moreover, a day chosen by the Board between Christmas and New Year's Day shall be a paid holiday. However, if all working days between Christmas and New Year's Day are paid holidays by virtue of the provisions of the agreement, this additional paid holiday shall not apply.

11-6.00 VACATION

11-6.01 Paragraph A) of clause 5-6.05 is replaced by the following:

A) Following consultation with the union or the group of unions concerned, and prior to May 1st each year, the Board may establish a period of partial or total shutdown for a period not to exceed ten (10) working days, unless there is an agreement with the union, during which every employee affected must take all the vacation to which he or she is entitled or part of his or her vacation equivalent to the period of the shutdown; this period of shutdown may be distinct and different for Puvirnitug. The employee who is entitled to a vacation period which exceeds the number of days used to cover the shutdown period shall take the excess number of days in accordance with the terms provided for hereafter.

11-7.00 PROFESSIONAL IMPROVEMENT

11-7.01 Clause 5-7.11 is replaced by the following:

For the purpose of applying this article, the Board shall set aside, for each fiscal year of the agreement, as of the 1989-1990 fiscal year, an amount equal to sixty-seven dollars and fifty cents (\$67.50) per regular full-time employee of Puvirnitug who has a full-time position or the equivalent according to the number established at the beginning of each fiscal year.

11-8.00 VACANT POSITIONS

11-8.01 Clause 7-1.06 is replaced by the following:

Clause 7-1.03 shall not apply if the Board decides to fill the vacant position with a native resident of Puvirnitug.

In such a case, if more than one candidate fulfills the requirements established by the Board and has the qualifications as required by the Classification Plan, the position shall be awarded on a priority basis to the candidate who is a support staff employee or support staff person in the employ of the Board; in the latter case, the Board shall, in awarding the position, take into account the seniority, experience and the respective qualifications of the candidates.

11-9.00 SECURITY OF EMPLOYMENT

11-9.01 Clause 7-3.21 is added:

Additional rights and obligations of the employee on availability assigned to Puvirnitug.

The employee who is placed on availability within the framework of this article may indicate in writing to the Board within fifteen (15) days following his or her placement on availability that he or she would only accept to be reassigned in Puvirnitug. In this case, the employee affected shall benefit from the following provisions:

- A) the Board and the Ministère on the one hand, and the union group on the other hand, shall establish a committee to study the case of the employee referred to in this clause. The union group shall name a representative and the Board and the Ministère shall each name a representative to this committee. The management party shall have a veto right on the committee;
- B) the committee may apply one of the following options to the employee concerned after having consulted him or her:
 - a) a retraining program of a maximum length of one year to enable the employee concerned to take a preidentified position with the Board in Puvirnitug provided this position could be made available;
 - b) a retraining program of a maximum length of one year to enable the employee concerned to take a preidentified position with another employer in Puvirnitug provided this position could be made available;
 - c) any other solution or program as determined by the committee.

If more than one option is proposed by the committee, the employee shall have the choice from among these of the option most suitable to him or her.

- C) In the case where subparagraphs a) and b) of paragraph B) above are applied, the employee concerned shall remain on availability for the duration of his or her retraining program, shall be required to follow the retraining program and cannot receive severance pay. At the end of this retraining program, the employee who has not successfully completed the program shall be presumed to have resigned from the Board and shall lose all the benefits of this agreement. The employee who has successfully completed the retraining program must accept the preidentified position with the Board or another employer, as the case may be. In the latter case, his or her employment ties with the Board shall be severed and the employee concerned cannot benefit from any severance pay.
- D) In the case where subparagraph c) of paragraph B) of this clause is applied, the committee shall determine the terms and conditions applicable to the employee.
- E) If the committee provided for in paragraph A) does not apply any of the options prescribed in paragraph B), then the following provisions shall apply to the employee concerned:
 - a) the employee shall remain on availability and the provisions of clause 7-3.16 shall apply to him or her except that the employee shall only be required to accept a full-time position with the Board located in Puvirnitug;

- b) if the employee concerned is not reinstated in a full-time position with the Board in the year which follows his or her placement on availability, his or her employment ties with the Board shall then be automatically severed and he or she shall then receive the severance pay provided for in paragraph B) of clause 7-3.15;
- c) the tenured employee whose employment ties have been severed and who has received severance pay in accordance with subparagraph b) of this paragraph E) shall have a right of recall for the position he or she held in Puvirnituq at the time of his or her placement on availability if the Board decides to reestablish this position within the twelve (12) months following the break in his or her employment ties. To benefit from this right of recall, the employee concerned must reimburse to the Board the entire amount of the severance allowance which he or she received.

11-9.02 Clause 7-3.22 is added:

CLOSING OF THE SCHOOL

In the event where the Board or the Education Committee decides to close the school, the Board and the union agree to meet within ten (10) days following this decision in order to attempt to find appropriate solutions for the relocation or retraining of the employees concerned.

The employee shall be advised of his or her layoff at least thirty (30) days before it comes into effect.

In the event where the school is reopened within a period of twenty-four (24) months following the layoff, the employee shall benefit from a right of return to the position he or she held at the time of his or her layoff provided the position was not abolished. The employee whose position is abolished shall benefit from the provisions of article 7-3.00 at the time of the reopening of the school.

Every layoff period occurring within the framework of this clause shall be considered as a period of service in the Board, in particular for purposes of acquiring tenure, seniority and experience.

11-10.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

11-10.01 The third and fourth paragraphs of clause 7-8.07 are replaced by the following:

The employee shall have, if possible, the choice of the health establishment in his or her locality of assignment; in the event that he or she is unable to express his or her choice, he or she must accept the health establishment chosen by the Board.

The employee shall have, if possible, the choice of the health professional in his or her locality of assignment.

11-11.00 LOAN AND RENTAL OF ROOMS

11-11.01 If the Board decides to entrust work related to the loan and rental of rooms to its employees, the person requested by the Board to look after it outside of his or her regular working hours shall benefit from the provisions of article 8-3.00, except clause 8-3.08 which does not apply under these circumstances.

11-12.00

VERIFICATION OF FURNACES

11-12.01

The Board may require that an employee proceed with the verification of furnaces in the school and residences of the Board in Puvirnitug on Saturdays, Sundays and holidays. In this case, the employee shall benefit from the provisions of article 8-3.00 with the exception of clause 8-3.08 which does not apply in this case.

CHAPTER 12-0.00 SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES

12-1.00 FOR THE EMPLOYEE WORKING WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES

12-1.01 The following provisions shall apply within the framework of adult education courses under the jurisdiction of the Board:

- A) to the employee working therein in addition to or outside of his or her regular working hours;
- B) to the person who, although not a regular employee of the Board, is hired by the Board to work exclusively therein.

Their remuneration shall be established as follows:

1. for the employee assigned to duties corresponding to one of the classes of employment of the technical support and administrative support personnel:

he or she shall receive for each hour worked, the average hourly rate⁽¹⁾ of the salary scale corresponding to the class of employment concerned, which rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; as regards vacation, this employee shall benefit from an amount equal to eight percent (8%) of his or her salary;

2. for the employee assigned to duties corresponding to one of the classes of employment of the trades and labour support personnel:

he or she shall receive for each hour worked, the hourly rate provided for the class of employment concerned, this rate increased by eleven percent (11%) in lieu of all fringe benefits; as regards vacation, this employee shall benefit from an amount equal to eight percent (8%) of his or her salary;

3. if the employee already benefits from the provisions of article 5-6.00 of the agreement, the salary rate applicable to him or her shall be increased by fifteen percent (15%) instead of eleven percent (11%);
4. the employee who is called to carry out, within the framework of adult education courses, work corresponding to his or her class of employment, shall receive, for each hour worked, his or her basic hourly rate, the said rate increased by fifteen percent (15%) in lieu of all fringe benefits and, in particular, of the vacation benefits if this rate is higher than that provided for in the preceding paragraph 1 or 2;
5. the vacation indemnity to which the employee is entitled shall be paid to him or her on each pay, provided that this complies with the law and the applicable regulations.

12-1.02 This article shall not apply to the employee who is working in the adult education department and who is required by the Board to perform, in addition to or outside of his or her regular working hours, work already begun during his or her regular work period.

⁽¹⁾ Average hourly rate: minimum salary scale rate plus maximum salary scale rate, the total divided by two (2).

12-1.03 The employee working within the framework of adult education courses shall benefit from the following clauses or articles of the agreement:

- 1-1.01 Objective of the Agreement
- 1-2.00 The following definitions relevant to his or her status:
 - 1-2.02, 1-2.05, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.18, 1-2.20, 1-2.21, 1-2.25, 1-2.27, 1-2.31, 1-2.32, 1-2.33, 1-2.36, 1-2.37
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment in the Workplace
- 1-5.00 Equal Opportunity
- 2-1.01 D) Field of Application
- 2-2.00 Recognition
- 3-1.00 Union Representation
- 3-2.00 Meetings of Joint Committees
- 3-3.00 Union Releases: only clauses 3-3.03 to 3-3.08 shall apply
- 3-4.00 Posting and Distribution
- 3-5.00 Union Meetings and Use of 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
- 5-4.00 Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Appendix XVI of the agreement)
- 5-8.00 Civil Responsibility
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-7.00 Payment of Salary
- 7-1.03 G) Procedure for Filling a Position which is Permanently Vacant or Newly Created
- 8-4.00 Disciplinary Measures
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 10-1.00 Printing of the Agreement
- 10-2.00 Appendices
- 10-3.00 Interpretation of Texts
- 10-4.00 Coming into Force of the Agreement
- Appendix I Salary Rates and Scales
- Appendix IV Parental Rights

12-1.04 The payment of amounts due by virtue of clause 12-1.01 shall be made according to article 6-7.00 following the presentation of the claim duly signed by the employee. The Board shall provide the forms.

12-1.05 When the Board organizes sessions within the framework of adult education courses, it shall proceed with a posting of at least five (5) working days inviting employees to apply to the designated authority according to the method prescribed. The Board shall draw up a list of applicants and shall forward a copy thereof to the union.

The employee who submits his or her application shall be obliged to accept to work for the entire session unless he or she is prevented from doing so for a valid reason and for short periods. The employee who refuses such obligation shall lose his or her right for the current session.

12-1.06 Following the posting provided for in the preceding clause, the Board shall choose from among the employees who have submitted their application in the following order:

- A) it shall recall to work the employees referred to in paragraph B) of clause 12-1.01 who benefit from a right of recall by virtue of clause 12-1.10. This recall shall be made by place of work, class of employment and according to the duration of employment;
- B) it shall choose from among the regular employees who hold part-time positions;
- C) it shall choose from among the other employees of the Board referred to in paragraph A) of clause 12-1.01.

Failing this, the Board may hire any other person.

12-1.07 Notwithstanding clause 12-1.06, the Board cannot be required to assign work to an employee if this has the effect of causing him or her to work, for the Board, a number of hours in his or her workweek greater than the hours of the regular workweek prescribed in the Act respecting labour standards or in the regulations resulting therefrom.

12-1.08 The employee must have the required qualifications and meet the other requirements determined by the Board.

12-1.09 The employee hired within the framework of this article shall be subject to a probation period of sixty (60) days actually worked during which the Board may terminate his or her employment.

12-1.10 The employee who is laid off and who has completed the probation period mentioned in clause 12-1.09 shall benefit from a right of recall to work for a period of eighteen (18) months following his or her layoff.

12-1.11 For the purposes of this article, the duration of employment corresponds to the period of employment of an employee as of the beginning of his or her employment within the framework of adult education courses; notwithstanding the foregoing, the period of employment prior to July 1, 1986, cannot, however, be taken into account.

12-1.12 The employee shall be entitled to the procedure for settling grievances and arbitration when he or she feels wronged as a result of the application of the clauses of this article.

12-1.13 Notwithstanding the provisions of this article, the Board may always use the services of an employee on availability or a person on availability in its employ.

12-2.00 FOR THE CAFETERIA EMPLOYEE AND THE STUDENT SUPERVISOR WORKING TEN (10) HOURS OR LESS PER WEEK

12-2.01 A) The employee covered by this article shall be entitled to the salary rate applicable to him or her in accordance with articles 6-1.00, 6-2.00 and 6-3.00.

- B) This salary rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; as regards vacation, he or she shall be entitled to an amount equal to eight percent (8%) of his or her salary.
- C) The vacation allowance to which the employee is entitled shall be paid on each pay providing that this complies with the law and the applicable regulations.

12-2.02 The employee covered by this article shall benefit from the following clauses or articles of the agreement:

- 1-1.01 Objective of the Agreement
- 1-2.00 The following definitions relevant to his or her status:
 - 1-2.02, 1-2.05, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.18, 1-2.20, 1-2.21, 1-2.25, 1-2.27, 1-2.31, 1-2.32, 1-2.33, 1-2.36, 1-2.37
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment in the Workplace
- 1-5.00 Equal Opportunity
- 2-1.01 E) Field of Application
- 2-2.00 Recognition
- 3-1.00 Union Representation
- 3-2.00 Meetings of Joint Committees
- 3-3.00 Union Releases: only clauses 3-3.03 to 3-3.08 shall apply
- 3-4.00 Posting and Distribution
- 3-5.00 Union Meetings and Use of 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
- 5-4.00 Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Appendix XVI of the agreement)
- 5-8.00 Civil Responsibility
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-7.00 Payment of Salary
- 8-4.00 Disciplinary Measures
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 10-1.00 Printing of the Agreement
- 10-2.00 Appendices
- 10-3.00 Interpretation of Texts
- 10-4.00 Coming into Force of the Agreement
- Appendix I Salary Rates and Scales
- Appendix IV Parental Rights

12-2.03 The payment of amounts due by virtue of this article shall be made in accordance with article 6-7.00 following the presentation of a claim duly signed by the employee. The Board shall provide the forms.

12-2.04 The employee hired within the framework of this article shall be subject to a probation period of sixty (60) days actually worked during which the Board may terminate his or her employment.

12-2.05 For the purposes of layoff, including a temporary layoff of an employee covered by this article, the Board shall proceed by place of work, class of employment and according to the inverse order of the employee's duration of employment.

In the case of a recall, the Board shall proceed firstly by place of work, by class of employment and according to the duration of employment from among the employees who have been laid off for less than eighteen (18) months and secondly, by class of employment and according to the duration of employment from a board list containing the names of employees who were laid off for less than eighteen (18) months and who have requested in writing to be registered on this list.

In order to benefit from this right to recall, the employee must have completed the probation period provided for in clause 12-2.04.

12-2.06 For purposes of this article, the duration of employment shall be the employee's period of employment as of the beginning of his or her employment within the framework of this article.

12-2.07 The employee shall have the right to the grievance and arbitration procedure if he or she believes that he or she was wronged by the application of the clauses of this article.

12-3.00 FOR THE EMPLOYEE WORKING IN A DAY CARE SERVICE UNDER THE AEGIS OF THE BOARD

12-3.01 The employee who works in a day care service under the aegis of the Board shall receive for every hour worked, the hourly rate established in accordance with the provisions of Appendix I, this rate increased by eleven percent (11%) in lieu of all fringe benefits; as regards vacation, the employee shall also be entitled to an amount equal to eight percent (8%) of his or her salary.

The vacation allowance to which the employee shall be entitled shall be paid on each pay providing that this complies with the law and the applicable regulations.

12-3.02 The employee covered by this article shall benefit from the following clauses or articles of the agreement:

- 1-1.01 Objective of the Agreement
- 1-2.00 The following definitions relevant to his or her status:
 - 1-2.02, 1-2.05, 1-2.06, 1-2.07, 1-2.08, 1-2.09,
 - 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.18, 1-2.20,
 - 1-2.21, 1-2.25, 1-2.27, 1-2.31, 1-2.32, 1-2.33,
 - 1-2.36, 1-2.37
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment in the Workplace
- 1-5.00 Equal Opportunity
- 2-1.01 F) Field of Application
- 2-2.00 Recognition
- 3-1.00 Union Representation
- 3-2.00 Meetings of Joint Committees
- 3-3.00 Union Releases: only clauses 3-3.03 to 3-3.08 shall apply
- 3-4.00 Posting and Distribution
- 3-5.00 Union Meetings and Use of 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
5-7.02 A)	Organizational Professional Improvement
5-7.02 B)	Occupational Professional Improvement
5-8.00	Civil Responsibility
5-9.04	Leave Without Salary (studies)
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Travel Expenses
6-7.00	Payment of Salary
8-4.00	Disciplinary Measures
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
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Appendix I	Salary Rates and Scales
Appendix IV	Parental Rights

12-3.03 Parental Rights

- A) The employee referred to in this article whose period of employment is six (6) months or more, shall benefit from article 5-4.00 of the agreement in accordance with the terms and conditions provided for in the following paragraphs.
- B) To be eligible for the maternity leave, the employee must have worked at the Board for at least twenty (20) weeks during the twelve (12) months preceding the leave.
- C) The employee shall benefit from parental rights only for the period during which he or she would have actually worked.
- D) Following a written request to the Board, at least two (2) weeks in advance, the employee shall be granted a full-time leave without salary for the remainder of the fiscal year in progress as an extension of the maternity leave; this leave may be renewed with the approval of the Board.
- E) For these employees, the special leave provided for in paragraph B) of clause 5-4.18 of the agreement shall be without salary, subject to maintaining the salary during the four (4) days to which the employee may be entitled, where applicable, by virtue of clause 5-4.19.
- F) For the purposes of applying paragraph D) of clause 5-4.11, the twenty (20)-week period preceding the maternity leave shall exclude any period of layoff in the calculation of the average basic weekly salary of the employee.

12-3.04 The payment of amounts due by virtue of this article shall be made in accordance with article 6-7.00 following the presentation of a claim duly signed by the employee. The Board shall provide the forms.

12-3.05 When the Board decides to fill a position of person-in-charge of a day care service under the aegis of the school board, the Board shall proceed in the following order:

- A) the Board shall choose from among the employees in the service concerned who have completed the probation period provided for in clause 12-3.08 and who have requested in writing to be eligible for this employment according to their duration of employment;
- B) the Board shall choose from among the other employees who have a right of recall by virtue of this article;

C) failing this, the Board may hire any other person.

12-3.06 The employee who obtains, by applying paragraph A) or B) of clause 12-3.05, a position of person-in-charge of a day care service under the aegis of the school board and for whom this constitutes a promotion, shall be subject to a three (3)-month adaptation period; during this period, if the Board determines that the employee does not perform his or her duties adequately, it shall so advise the union and the employee, shall return to his or her former employment or shall be laid off, as the case may be.

The employee referred to in paragraph A) of clause 12-3.05 may decide to return to his or her former employment during the thirty (30) days after he or she obtained the position of person-in-charge of a day care service under the aegis of the school board.

The application of the preceding paragraphs shall entail the cancellation of all movements of personnel resulting from the promotion.

12-3.07 The employee must have the required qualifications and meet the other requirements determined by the Board.

12-3.08 The employee hired within the framework of this article shall be subject to a probation period of sixty (60) days actually worked during which the Board may terminate his or her employment.

12-3.09 For purposes of this article, the duration of employment shall be the employee's period of employment as of the beginning of his or her employment within the framework of this article.

12-3.10 For the purposes of layoff, including a temporary layoff of an employee covered by this article, the Board shall proceed by place of work, class of employment and according to the inverse order of the employee's duration of employment.

In the case of a recall, the Board shall proceed firstly by place of work, by class of employment and according to the duration of employment from among the employees who have been laid off for less than eighteen (18) months and secondly, by class of employment and according to the duration of employment from a board list containing the names of employees who were laid off for less than eighteen (18) months and who requested in writing to be registered on this list.

When the Board proceeds with this recall, it shall offer work schedules according to the duration of employment starting with the employee having the greatest number of hours.

In order to benefit from this right of recall, the employee must have completed the probation period mentioned in clause 12-3.08.

12-3.11 If two (2) or more employees have the same duration of employment at the time of the layoff described in clause 12-3.10, the Board shall proceed with the layoff beginning with the employee working the least number of weekly hours. This provision shall not oblige the Board to assign the other employees in service the same number of weekly hours that they had prior to the layoff.

The same rule shall apply at the time of recall. However, in this case, the Board shall first recall the employee who was working the most weekly hours. This provision shall not oblige the Board to assign the employee who is recalled the same number of weekly hours that he or she had prior to the layoff.

- 12-3.12 During the course of the year, when regular working hours must be added to those already prescribed, the employees shall choose, according to the duration of employment, to add these hours to their schedule if the needs of the department so allow.
- 12-3.13 The Board and the union may agree on terms concerning the establishment of work schedules in order to encourage, when the presence of the students allows it, the attaining of a regular workweek of thirty-five (35) hours.
- 12-3.14 The employee shall have the right to the grievance and arbitration procedure if he or she believes that he or she was wronged by the application of the clauses of this article.
- 12-3.15
- A) When, in the course of the year, the Board decides to fill a definitively vacant position of day care service attendant, it shall offer the position to the attendants in the day care service concerned who have completed the probation period prescribed in clause 12-3.08 according to the duration of employment.
 - B) When the Board decides to fill a temporarily vacant position of person-in-charge of a day care service or day care service attendant, it shall offer the position to the attendants in the day care service concerned who have completed the probation period prescribed in clause 12-3.08 according to the duration of employment.
 - C) During pedagogical days, the Board shall offer, if need be, the working hours, by class of employment and according to the duration of employment, to the employees working in the day care service concerned who have completed the probation period prescribed in clause 12-3.08.
- 12-3.16 If the needs of the day care service so permit and with the authorization of the school principal, the work schedule shall include a period of time devoted to the planning and preparation of activities.

IN WITNESS THEREOF, the parties to this agreement have signed in Montréal on this 28th day of the month of June 1996.

FOR THE MANAGEMENT NEGOTIATING
COMMITTEE OF THE KATIVIK SCHOOL
BOARD

(signed)

Pauline Marois
Ministre de l'Éducation

(signed)

George Peters
Chairman, Kativik School Board

(signed)

Gilbert Legault
President, CPNCSK

(signed)

Claude Nadeau
Vice-president, CPNCSK

(signed)

Annie Grenier
Negotiator, Kativik School Board

(signed)

Sarah Bennett
Negotiator, Kativik School Board

(signed)

Robert Grinham
Negotiator, Kativik School Board

(signed)

Thomas J. Hayden
Coordinator, MEQ

(signed)

Léopold Castonguay
Negotiator, MEQ

FOR THE CENTRALE DE L'ENSEIGNEMENT
DU QUÉBEC (CEQ) AND THE FÉDÉRATION
DU PERSONNEL DE SOUTIEN (FPS)

(signed)

Lorraine Pagé
President

(signed)

Claire Lalonde
Coordinator

(signed)

Renée Dallaire
President, FPS

(signed)

Joanne Quévillon
Vice-president
Secteur des commissions scolaires

(signed)

Joanne Gagnon
Negotiator

(signed)

Fred Koussaie
Negotiator

(signed)

Marcel Duhaime
Spokesperson, FPS-CEQ

FOR THE ASSOCIATION DE L'ENSEIGNE-
MENT DU NOUVEAU-QUÉBEC

(signed)

Ginette Savard
President

APPENDIX I

SUPPORT STAFF

HOURLY RATES AND SALARY SCALES

FOR THE PERIODS:

FROM 1995-07-01 TO 1996-12-31

FROM 1997-01-01 TO 1997-12-31

AND

AS OF 1998-01-01

HOURLY RATES AND SALARY SCALES

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HOURLY RATES AND SALARY SCALES

I- CATEGORY OF TECHNICAL SUPPORT POSITIONS

I-1 Subcategory of Technical Positions

CLASS Nurse

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	15.72	15.88	16.04
02	16.26	16.42	16.58
03	16.75	16.92	17.09
04	17.26	17.43	17.60
05	17.80	17.98	18.16
06	18.34	18.52	18.71
07	18.93	19.12	19.31
08	19.51	19.71	19.91
09	20.23	20.43	20.63
10	20.96	21.17	21.38
11	21.81	22.03	22.25
12	22.84	23.07	23.30

CLASSES Audiovisual Technician
 Documentation Technician
 Braille Technician
 Recreational Activities Technician
 Psychometry Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	13.29	13.42	13.55
02	13.81	13.95	14.09
03	14.28	14.42	14.56
04	14.80	14.95	15.10
05	15.34	15.49	15.64
06	15.89	16.05	16.21
07	16.42	16.58	16.75
08	17.08	17.25	17.42
09	17.72	17.90	18.08
10	18.37	18.55	18.74
11	19.03	19.22	19.41
12	19.73	19.93	20.13

CLASSES Administration Technician
 Graphic Arts Technician
 School Transportation Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	13.51	13.65	13.79
02	13.98	14.12	14.26
03	14.54	14.69	14.84
04	15.06	15.21	15.36
05	15.64	15.80	15.96
06	16.21	16.37	16.53
07	16.86	17.03	17.20
08	17.49	17.66	17.84
09	18.15	18.33	18.51
10	18.81	19.00	19.19
11	19.51	19.71	19.91
12	20.29	20.49	20.69

CLASS Food Management Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	14.94	15.09	15.24
02	15.41	15.56	15.72
03	15.86	16.02	16.18
04	16.30	16.46	16.62
05	16.77	16.94	17.11
06	17.28	17.45	17.62
07	17.73	17.91	18.09
08	18.22	18.40	18.58
09	18.76	18.95	19.14
10	19.29	19.48	19.67
11	19.91	20.11	20.31
12	20.46	20.66	20.87

CLASSES Social Work Technician
Laboratory Technician
Building Technician
Electronics Technician
Vocational Training Technician
School Organization Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	14.61	14.76	14.91
02	15.07	15.22	15.37
03	15.53	15.69	15.85
04	16.02	16.18	16.34
05	16.53	16.70	16.87
06	17.03	17.20	17.37
07	17.55	17.73	17.91
08	18.11	18.29	18.47
09	18.66	18.85	19.04
10	19.25	19.44	19.63
11	19.85	20.05	20.25
12	20.46	20.66	20.87

CLASS Special Education Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	
	\$	\$	\$
01	14.61	14.76	14.91
02	15.07	15.22	15.37
03	15.53	15.69	15.85
04	16.02	16.18	16.34
05	16.53	16.70	16.87
06	17.03	17.20	17.37
07	17.55	17.73	17.91
08	18.11	18.29	18.47
09	18.66	18.85	19.04
10	19.25	19.44	19.63
11	19.85	20.05	20.25
12	20.46	20.66	20.87

CLASS Data Processing Technician

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	
	\$	\$	\$
01	15.29	15.44	15.59
02	15.81	15.97	16.13
03	16.31	16.47	16.63
04	16.85	17.02	17.19
05	17.40	17.57	17.75
06	17.96	18.14	18.32
07	18.54	18.73	18.92
08	19.16	19.35	19.54
09	19.79	19.99	20.19
10	20.43	20.63	20.84
11	21.10	21.31	21.52
12	21.79	22.01	22.23

CLASS Data Processing Technician, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	18.29	18.47	18.65
02	18.92	19.11	19.30
03	19.51	19.71	19.91
04	20.22	20.42	20.62
05	20.90	21.11	21.32
06	21.59	21.81	22.03
07	22.41	22.63	22.86
08	23.19	23.42	23.65
09	24.00	24.24	24.48

I-2 Subcategory of Paratechnical Positions

CLASS Laboratory Attendant

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68
05	13.73	13.87	14.01

CLASS Draftsman

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.23	13.36	13.49
04	13.62	13.76	13.90
05	14.07	14.21	14.35
06	14.53	14.68	14.83
07	15.00	15.15	15.30
08	15.45	15.60	15.76

CLASS

Medical Assistant (or those possessing a diploma in Health, Assistance and Nursing Care)

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.56	12.69	12.82
02	12.93	13.06	13.19
03	13.36	13.49	13.62
04	13.82	13.96	14.10
05	14.22	14.36	14.50
06	14.68	14.83	14.98
07	15.19	15.34	15.49
08	15.66	15.82	15.98
09	16.21	16.37	16.53
10	16.81	16.98	17.15

CLASS

School Transportation Inspector

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	13.18	13.31	13.44
02	13.57	13.71	13.85
03	13.97	14.11	14.25
04	14.40	14.54	14.69
05	14.83	14.98	15.13
06	15.27	15.42	15.57
07	15.72	15.88	16.04
08	16.19	16.35	16.51
09	16.67	16.84	17.01

CLASS Offset Duplicator Operator

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.93	13.06	13.19
03	13.32	13.45	13.58
04	13.79	13.93	14.07
05	14.16	14.30	14.44
06	14.61	14.76	14.91
07	15.06	15.21	15.36

CLASS Offset Duplicator Operator, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	14.61	14.76	14.91
02	15.09	15.24	15.39
03	15.53	15.69	15.85
04	16.03	16.19	16.35
05	16.56	16.73	16.90

CLASS Data Processing Operator, class II

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.89	13.02	13.15
03	13.26	13.39	13.52
04	13.67	13.81	13.95
05	14.07	14.21	14.35
06	14.48	14.62	14.77

CLASS Data Processing Operator, class I

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	13.90	14.04	14.18
02	14.40	14.54	14.69
03	14.91	15.06	15.21
04	15.49	15.64	15.80
05	16.04	16.20	16.36
06	16.65	16.82	16.99

CLASS Data Processing Operator, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	16.65	16.82	16.99
02	17.22	17.39	17.56
03	17.82	18.00	18.18
04	18.38	18.56	18.75
05	19.02	19.21	19.40
06	19.65	19.85	20.05
07	20.32	20.52	20.73

CLASS Photographer

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.95	13.08	13.21
03	13.40	13.53	13.67
04	13.86	14.00	14.14
05	14.33	14.47	14.61
06	14.83	14.98	15.13
07	15.34	15.49	15.64

CLASS Attendant for Handicapped Students

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	
	\$	\$	\$
01	12.51	12.64	12.77
02	12.89	13.02	13.15
03	13.26	13.39	13.52
04	13.67	13.81	13.95
05	14.07	14.21	14.35
06	14.48	14.62	14.77

CLASS Day Care Service Attendant

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68
05	13.73	13.87	14.01

CLASS Binder

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	
	\$	\$	\$
	15.64	15.80	15.96

CLASS Person-in-Charge of a Day Care Service

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.96	13.09	13.22
02	13.37	13.50	13.64
03	13.78	13.92	14.06
04	14.19	14.33	14.47
05	14.62	14.77	14.92
06	15.07	15.22	15.37
07	15.53	15.69	15.85
08	16.02	16.18	16.34

CLASS Student Supervisor

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68
05	13.73	13.87	14.01

CLASS Swimming Pool Supervisor

Week: 35 hours

STEPS	RATES	RATES	RATE
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.89	13.02	13.15
03	13.26	13.39	13.52
04	13.67	13.81	13.95
05	14.07	14.21	14.35
06	14.48	14.62	14.77

II- CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

CLASS Office Agent, class II

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68

CLASS Office Agent, class I

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	13.40	13.53	13.67
02	13.86	14.00	14.14
03	14.33	14.47	14.61
04	14.83	14.98	15.13
05	15.34	15.49	15.64

CLASSES Office Agent, principal class
Buyer

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	15.64	15.80	15.96
02	16.11	16.27	16.43
03	16.64	16.81	16.98
04	17.20	17.37	17.54
05	17.72	17.90	18.08
06	18.22	18.40	18.58

CLASS Office Assistant

Week: 35 hours

STEP	RATE	RATE	RATE
	1995-07-01	1997-01-01	as of
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.45	12.57	12.70

CLASS Data Processing Assistant

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.45	12.57	12.70
02	12.81	12.94	13.07

CLASS Data Processing Assistant, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	as of
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	13.32	13.45	13.58
02	13.81	13.95	14.09
03	14.22	14.36	14.50
04	14.68	14.83	14.98
05	15.19	15.34	15.49

CLASS Storekeeper, class II

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37
04	13.41	13.54	13.68

CLASS Storekeeper, class I

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	13.64	13.78	13.92
02	14.12	14.26	14.40
03	14.57	14.72	14.87
04	15.06	15.21	15.36
05	15.56	15.72	15.88

CLASS Storekeeper, principal class

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01	1997-01-01	as of
	to	to	1998-01-01
	<u>1996-12-31</u>	<u>1997-12-31</u>	<u>1998-01-01</u>
	\$	\$	\$
01	15.53	15.69	15.85
02	16.09	16.25	16.41
03	16.64	16.81	16.98
04	17.20	17.37	17.54
05	17.73	17.91	18.09
06	18.33	18.51	18.70
07	18.95	19.14	19.33

CLASS Secretary

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.89	13.02	13.15
03	13.26	13.39	13.52
04	13.67	13.81	13.95
05	14.07	14.21	14.35
06	14.48	14.62	14.77

CLASS School Secretary

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	13.78	13.92	14.06
02	14.19	14.33	14.47
03	14.62	14.77	14.92
04	15.07	15.22	15.37
05	15.53	15.69	15.85
06	16.02	16.18	16.34

CLASS Executive Secretary

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	14.62	14.77	14.92
02	15.07	15.22	15.37
03	15.53	15.69	15.85
04	16.02	16.18	16.34

CLASS Telephone Operator

Week: 35 hours

STEPS	RATES	RATES	RATES
	1995-07-01 to <u>1996-12-31</u>	1997-01-01 to <u>1997-12-31</u>	as of <u>1998-01-01</u>
	\$	\$	\$
01	12.51	12.64	12.77
02	12.81	12.94	13.07
03	13.11	13.24	13.37

III- CATEGORY OF LABOUR SUPPORT POSITIONS

III-1 Subcategory of Qualified Workman Positions

Week: 38.75 hours

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Trade Apprentice:			
1st year	12.45	12.57	12.70
2nd year	12.84	12.97	13.10
3rd year	13.30	13.43	13.56
4th year	13.73	13.87	14.01
Bricklayer-Mason:			
	16.02	16.18	16.34
Chief Electrician:			
	18.53	18.72	18.91
Cabinetmaker:			
	17.43	17.60	17.78
Electrician:			
	17.43	17.60	17.78
Metal Worker-Rofer:			
	16.02	16.18	16.34
Master Pipe Mechanic:			
	18.53	18.72	18.91
Mechanic, class II:			
	16.21	16.37	16.53

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Mechanic, class I:	17.43	17.60	17.78
Office Equipment Mechanic:	17.60	17.78	17.96
Stationary Engineer, class IV:	14.48	14.62	14.77
Stationary Engineer, class III:	16.02	16.18	16.34
Stationary Engineer, class II:	17.60	17.78	17.96
Stationary Engineer, class I:	18.19	18.37	18.55
Carpenter:	16.67	16.84	17.01
Certified Maintenance Workman:	16.67	16.84	17.01
Painter:	15.46	15.61	15.77
Plasterer:	16.02	16.18	16.34

	RATES 1995-07-01 to <u>1996-12-31</u>	RATES 1997-01-01 to <u>1997-12-31</u>	RATES as of <u>1998-01-01</u>
Locksmith:	\$	\$	\$
	15.86	16.02	16.18
Welder:			
	17.43	17.60	17.78
Specialized Shop Mechanic:			
	17.43	17.60	17.78
Pipe Fitter:			
	17.43	17.60	17.78
Glazier-Installer-Mechanic:			
	16.02	16.18	16.34

III-2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Trades Helper:	13.73	13.87	14.01
General Kitchen Helper:	12.81	12.94	13.07
Butcher:	16.02	16.18	16.34
Laundryman:	13.11	13.24	13.37
Heavy Vehicle Driver's Assistant:	13.41	13.54	13.68
Light Vehicle Driver:	13.41	13.54	13.68
Heavy Vehicle Driver:	15.34	15.49	15.64
Cook, class III:	14.49	14.63	14.78
Cook, class II:	16.02	16.18	16.34
Cook, class I:	16.67	16.84	17.01

	<u>RATES</u> 1995-07-01 to 1996-12-31	<u>RATES</u> 1997-01-01 to 1997-12-31	<u>RATES</u> as of 1998-01-01
	\$	\$	\$
Guard:	12.81	12.94	13.07
Gardener:	14.48	14.62	14.77
Boiler and Refrigeration Equipment Operator:	13.73	13.87	14.01
Caretaker (less than 9 275 m ²):	14.31	14.45	14.59
Caretaker (9 275 m ² or more):	15.76	15.92	16.08
Night Caretaker (less than 9 275 m ²):	13.95	14.09	14.23
Night Caretaker (9 275 m ² or more):	15.20	15.35	15.50
Maintenance Workman, class III (Domestic Help):	12.45	12.57	12.70
Maintenance Workman, class II (Assistant Caretaker, Labourer):	13.11	13.24	13.37
Maintenance Workman, class I (Window Installer, Tile Setter, Sander):	14.31	14.45	14.59
Pastrycook:	15.46	15.61	15.77

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 or her 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 this employee necessitates his or her moving.

Moving shall be deemed necessary if it takes place and if the distance between the employee's new place of work and his or her former domicile is greater than sixty-five (65) kilometres.

Transportation Costs of Furniture and Personal Effects

3. The 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 or she supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
4. However, the Board shall not pay the cost of transporting the employee's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed by the 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 Board shall reimburse the costs of storing the employee's furniture and personal effects and those of his or her dependents, for a period not exceeding two (2) months.

Concomitant Moving Expenses

6. The Board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any relocated employee who is married or of two hundred dollars (\$200) if he or she is single, in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the employee is assigned to a location where complete facilities are placed at his or her disposal by the Board.

However, the seven hundred and fifty dollar (\$750)-moving allowance shall also be payable to the single employee who maintains a domicile.

Compensation for a 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 Board shall pay the equivalent of one month's rent. If there is a lease, the Board shall indemnify the employee who must terminate his or her 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 or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the Board.

Reimbursement of Expenses Inherent to the Sale or Purchase of a House

9. The 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 statement of 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 or her posting on the condition that the employee is already the proprietor of his or her house at the time of his or her transfer and that this house is sold;
 - 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 Board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the Board shall reimburse, for a period not exceeding three (3) months, the following expenses:
 - a) the municipal and school taxes;
 - b) the interest on the mortgage;
 - c) the cost of the insurance premium.

11. In the case where a relocated employee chooses not to sell his or her principal house-residence, he or she 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 or her principal residence is not rented at the time when he or she must assume new obligations to live in the area of his or her assignment. The Board shall pay him or her, for the period in which his or her house is not rented, the amount of his or her new rent, up to a period of three (3) months, upon presentation of the lease. Moreover, the Board shall reimburse him or her for the reasonable costs of advertisement and the costs of no more than two (2) trips incurred for the renting of his or her house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the 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 Board shall reimburse the employee for his or her accommodation expenses for himself or herself and his or her family in accordance with the regulation concerning the travel expenses in effect at the Board, for a period not exceeding two (2) weeks.
13. If the move is delayed with the authorization of the Board, or if the married employee's family is not relocated immediately, the Board shall assume the employee's transportation costs to visit his or her 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 prescribed in this appendix shall be made within sixty (60) days of the employee's presentation of the supporting vouchers to the Board that hires him or her.

APPENDIX III

EMPLOYEES WHO ARE BENEFICIARIES OF
THE JAMES BAY AND NORTHERN QUÉBEC AGREEMENT
AND WHO ARE ASSIGNED TO DORVAL

The Kativik School Board shall maintain, for the duration of this collective agreement, a special program of benefits granted to employees who are beneficiaries of the James Bay and Northern Québec Agreement and who are assigned to Dorval.

To this effect, this special program which was set up by the Kativik School Board includes the following elements:

- a) only the regular employee assigned on a regular basis to Dorval who is a beneficiary of the James Bay and Northern Québec Agreement and whose domicile in the legal sense of the word at the time of his or her hiring is situated in one of the Inuit communities of Québec may benefit from the special program;
- b) this special program shall terminate as soon as the Board assigns the employee to one of the Inuit communities of Québec;
- c) the employee who benefits from the special program shall receive, in addition to his or her salary, an annual retention premium according to the following rates:

for the period from July 1, 1995 to December 31, 1996:

\$9 526	with dependent(s) ⁽¹⁾
\$5 955	without dependents

for the period from January 1, 1997 to December 31, 1997:

\$9 621	with dependent(s)
\$6 015	without dependents

as of January 1, 1998:

\$9 717	with dependent(s)
\$6 075	without dependents

Clauses 6-6.03 to 6-6.05 of the agreement shall apply with the necessary changes to the premium payable to the employee who is covered by the special program;

- d) the employee who is entitled to the special program shall benefit, at the time of his or her first regular assignment in Dorval, from the reimbursement of his or her transportation costs for himself or herself and his or her dependents as well as the reimbursement of the transportation costs of his or her personal effects and those of his or her dependents up to:
 - two hundred and twenty-eight (228) kilograms for each adult and each child twelve (12) years old or older;
 - one hundred and thirty-seven (137) kilograms for each child less than twelve (12) years old.

These expenses shall be assumed by the Board between the Inuit community in Québec where he or she was domiciled at the time of his or her engagement and Dorval or shall be reimbursed upon presentation of supporting vouchers:

⁽¹⁾ Within the meaning of clause 6-6.01 of the collective agreement.

To this effect, clauses 6-6.08, 6-6.09 and 6-6.12 of the agreement shall apply with the necessary changes;

- e) the employee who is entitled to the special program shall benefit, upon the termination of his or her regular assignment in Dorval, from the reimbursement of the transportation cost of his or her household furniture for his or her own personal use other than that provided by the Board from Dorval to his or her community of origin or, as the case may be, to his or her new place of assignment at the Board;
- f) the employee who is entitled to the special program shall benefit from clauses 6-6.13 to 6-6.15, 6-6.17 and 6-6.21 of the agreement with the necessary changes, it being understood that the place of assignment is Dorval and the point of departure is the Inuit community in Québec where the employee was domiciled at the time of hiring;
- g) clause 6-6.22 of the agreement shall apply with the necessary changes to the employee who benefits from the special program.
- h) the employee who is entitled to the special program shall benefit from the following policy:
 - 1) the Board shall assign an apartment rented by the Board to the employee newly assigned in Dorval;
 - 2) any regular employee may choose an apartment upon the expiry of the lease of the apartment he or she presently occupies on the condition that the lease of this new apartment be in the name of the Board. The Board may refuse the apartment chosen by the employee if the cost of this apartment is exorbitant;
 - 3) the rent of the apartment under lease to the Board and in which the employee resides shall be paid by the Board who in return shall deduct directly from the employee's salary the cost of this rent except for an exemption (subsidy) of the following amounts:
 - one hundred sixty-five (\$165) dollars per month for the employee who is single or married without children;
 - one hundred ninety (\$190) dollars per month for the employee with children who requires a second bedroom;
 - two hundred fifteen (\$215) dollars per month for the employee with two or more children and who needs an apartment with three bedrooms.

This exemption (subsidy) shall apply for each apartment regardless of the number of employees who reside therein;
 - 4) the Board shall assume the responsibility for the leases of the apartments it has leased directly;
 - 5) the Board shall not assume any responsibility nor provide any subsidy or exemption for the apartments for which it does not hold the lease;
 - 6) the Board shall be responsible for furnishing the apartments which it leases;
 - 7) the employee who occupies an apartment rented by the Board shall be entirely responsible for all damages caused to the apartment or to the furniture provided by the Board;
 - 8) the employee to whom the Board imposes an apartment with more rooms than he or she needs shall not have to pay more than if he or she occupied an apartment which meets his or her needs;
 - 9) the employee who chooses to occupy an apartment with more rooms than he or she needs shall be entitled only to the exemption (subsidy) equivalent to his or her needs;

- 10) the amount of exemption (subsidy) provided in paragraph 3) may never exceed the cost of the rent;
- 11) the employee who damages the apartment or the furniture provided by the Board or who is evicted by the landlord may be denied in the future any benefit of this lodging policy upon the decision of the Executive Committee for the duration decided upon by the Executive Committee;
- 12) should a conflict arise with or among several employees concerning the allocation of lodging, the Board shall settle the matter in the manner which it deems just and fair under the circumstances.

APPENDIX IV

PARENTAL RIGHTS

The government shall undertake to guarantee that, as of the date of the signing of the agreement, the employee may receive, during her maternity leave, the full or partial compensation payable by the Board by virtue of Section II regardless of the modifications made to the eligibility criteria for employment insurance which could arise after this signature but on the condition that the foregoing is admissible under the Supplementary Employment Benefits Plan.

Moreover, the parties shall meet to discuss any problem which could arise as a result of the following:

- 1) if Human Resources Development Canada were to have additional requirements with respect to the final written authorization allowing the plan to be registered as a supplementary employment benefit;
- 2) if, thereafter, Human Resources Development Canada were to modify its requirements during the life of the agreement.

It shall be understood that such discussions shall not constitute a reopening of the agreement.

In the event of a modification to the provisions concerning parental rights in the Federal Employment Insurance Plan, it shall be agreed that the parties shall meet to discuss the possible implications of these modifications on the parental rights plan.

Moreover, in the event of modifications or new regulations concerning labour standards with respect to parental rights, it shall be agreed that the parties shall meet to discuss the possible implications of these modifications on the parental rights plan.

APPENDIX V

CONSULTATION OF PERSONAL FILE

I the undersigned employee _____
(SURNAME) (GIVEN NAME)

hereby authorize my union representative _____ to consult
my personal file at the personnel office of the Kativik School Board.

This authorization shall be valid for fifteen (15) days from _____
to _____.

IN WITNESS WHEREOF, I have signed at _____ this _____ day of the
month of _____.

Signature: _____

APPENDIX VI

SABBATICAL LEAVE WITH DEFERRED SALARY

CONTRACT AGREED UPON

BETWEEN

THE KATIVIK SCHOOL BOARD

HEREINAFTER REFERRED TO AS THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER REFERRED TO AS THE EMPLOYEE

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 XII herein.

II- Duration of the Leave with Deferred Salary and Certain Inherent Terms and Conditions

- a) The duration of the leave shall be _____, that is, from _____ to _____.
- b) On returning to the board, the employee shall be reinstated in his or her position. If the employee's position was abolished or if the employee was transferred in accordance with the agreement, he or she shall be entitled to the benefits he or she would have received had he or she been at work.
- c) In the case of the employee on availability who is relocated to another employer during the term of this contract, the contract shall be transferred to the new employer, unless the latter refuses, in which case the provisions of section V herein shall apply.
- d) The duration of the leave must be for at least six (6) consecutive months and cannot be interrupted under any circumstances regardless of the duration provided for in clause 5-10.05
- e) During the leave, the employee cannot receive any remuneration from the board or from another person or company with which the board has ties other than the amount corresponding to the percentage of his or her salary determined in section III for the duration of the contract.
- f) Notwithstanding any benefit and condition to which the employees may be entitled during the contract, the leave with deferred salary must start no later than six (6) years from the date on which the employee's salary began to be deferred.

III- Salary

During each of the years referred to in this contract, the employee shall receive _____ % of the salary he or she would have received under the agreement.

(The percentage applicable is indicated in clause 5-10.04 of the agreement.)

IV- Benefits

- a) During each of the years of this contract, the employee shall benefit, insofar as he or she is normally entitled to it, to the following:
 - life insurance plan;
 - health insurance plan, provided that he or she pays his or her share plus tax, where applicable;
 - accumulation of sick-leave days, where applicable, according to the percentage of the salary to which he or she is entitled under the provisions of section III;
 - accumulation of seniority;
 - accumulation of experience.

- b) During the sabbatical leave, the employee shall not be entitled to any of the premiums provided for in the agreement. During each of the other months of this contract, he or she shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his or her salary by virtue of the provisions of section III.
- c) For the purposes of vacation, the leave shall constitute active service. It shall be understood that, during the term of the contract, including the 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 this 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 or she 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 the agreement which are not incompatible with the provisions of this contract.
- f) The board shall maintain its contribution to the Québec Pension Plan, Employment Insurance, Québec Health Insurance Plan and the Occupational Health and Safety Plan for the duration of the leave.

V- Retirement, Withdrawal or Resignation of the Employee

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

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

VI- Layoff or Dismissal of Employee

In the event of the layoff or dismissal of the employee, this contract shall expire on the effective date of such layoff or dismissal. The conditions provided for in 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 this 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 this contract shall apply.

VIII- Placement on Availability of Employee

In the case of the employee who is placed on availability during the contract, he or she shall continue to participate in the plan.

In the case of the employee who is relocated to another employer in the education sector, paragraph c) of section II herein concerning the relocated employee shall apply.

IX- Death of the Employee

In the event of the employee's death during the term of this contract, the contract shall expire on the date of the employee's death and the conditions provided for in section V shall apply.

X- Disability

A) Disability develops during the sabbatical leave

For the purposes of applying the provisions of clause 5-3.32, disability shall be considered as beginning on the date the employee returns to work and not during the leave.

However, he or she shall be entitled, during his or her leave, to the salary according to the percentage determined in this contract.

At the end of the leave, if the employee is still disabled, he or she would be entitled to an income benefit resulting from the application of the provisions of clause 5-3.32 based on the salary determined in this contract. Should the employee still be disabled at the expiry of this contract, he or she shall receive an income benefit based on his or her regular salary.

B) 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 or herself of one of the following choices:

- 1° He or she may continue to participate in this contract and defer the leave until such time as he or she is no longer disabled. The employee shall then receive his or her income benefit resulting from the application of the provisions of clause 5-3.32 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 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 income benefit resulting from the application of the provisions of clause 5-3.32 based on his or her regular salary.

- 2° He or she may terminate the contract. The conditions prescribed in section V shall then apply. The income benefit resulting from the application of the provisions of clause 5-3.32 shall be based on his or her regular salary.

C) The disability lasts for more than two (2) years

At the end of the two (2)-year period, this contract shall expire and the conditions provided for in section V shall then apply.

XI- Employment Injury or Work Accident

In the case of an employment injury or work accident, the provisions of article 7-8.00 shall apply on the date of the employment injury or work accident; the employee may avail himself or herself of one of the following choices:

- 1° Interrupt the contract until he or she returns to work; however, the contract shall expire after a two (2)-year interruption period and the provisions of section V herein shall apply.
- 2° Terminate the contract on the date of the employment injury or work accident, the provisions of 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 the leave is taken, the employee shall interrupt his or 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 this article shall be established on the basis of the regular salary.
- 2° Notwithstanding the preceding paragraph, if the maternity leave or leave for adoption takes place before the leave is taken, the employee may terminate this contract. The benefits provided for in article 5-4.00 shall be based on his or her regular salary.

IN WITNESS WHEREOF, the parties signed in _____ on this _____ day of the month of _____ 19__.

FOR THE BOARD

EMPLOYEE'S SIGNATURE

cc.: Union

APPENDIX VII

ATTESTATION OF REASONS FOR ABSENCES

I, the undersigned _____
(surname) (given name)

report having been absent since: _____
(day) (month) (year)

for a period of _____ : _____
(late) (half-day) (whole day) TOTAL

1. This absence was anticipated and authorized by: _____
(surname and given name)

2. This absence was not anticipated

3. Indicate the reasons for the absence:

a) sickness or accident: _____

b) social leaves (mention
the family relationship
if any): _____

c) any other reason for
the absence: _____

This declaration is equivalent to a solemn oath by virtue of the Canada Evidence Act.

IN WITNESS WHEREOF, I have signed this _____ day of the month of _____
19__

Signature: _____

APPENDIX VIII

TEMPORARY EMPLOYEE WITHIN THE FRAMEWORK
OF A SPECIFIC PROJECT

Notwithstanding the provisions of clause 1-2.31, the Board may hire a temporary employee for a period not exceeding nine (9) months to work within the framework of a specific project of the Kativik School Board. The Board must demonstrate to the union that it is benefiting from specific nonrecurrent financing related to this project. Paragraph B) of clause 2-1.01 shall apply, with the necessary changes, to the employee hired within the framework of a specific project.

There may not be more than one specific project per fiscal year.

The employee who has worked full-time within the framework of a specific project shall not be subject to the probationary period if he or she obtains a regular position in the same class of employment within six (6) months of the end of the specific project.

APPENDIX IX

LETTER OF INTENTION CONCERNING RETIREMENT PLANS

1.00 The government shall undertake to adopt the necessary decrees and to propose to the National Assembly the adoption of the necessary legislative provisions regarding the Act respecting the RREGOP in order to make the modifications provided for in articles 2.00 and 3.00 and the Acts respecting the RRE and the RRF in order to make the modifications provided for in paragraphs C) and D) of article 2.01, and in articles 2.03 and 3.00 herein.

2.00 AMENDMENTS TO RREGOP

2.01 As of January 1, 1996, the Government and Public Employees Retirement Plan (RREGOP) shall be amended in order to introduce the following benefits:

A) Introduction of new permanent eligibility criteria for retirement without actuarial reduction:

- 55 years of age and 35 years of service;
- 60 years of age and 20 years of service.

Moreover, the rate of 0.5% per month prescribed in section 38 of the RREGOP shall be replaced by 1/3 of 1% per month, that is, 4% per year instead of 6%.

B) The maximum number of years of service for the purposes of calculating a RREGOP annuity shall be 35 years as of January 1, 1996. As of that date, the participant who has reached or exceeded the ceiling of 35 years of service shall cease to contribute and to accumulate service. The salary received in previous years shall be taken into account for the purposes of calculating the average pensionable salary.

C) Cancellation or decrease in actuarial reduction upon retirement

For the duration of this collective agreement and, within the framework of retirement incentives, any person covered by the plan who is entitled to an annuity with actuarial reduction at the time of retirement may offset in whole or in part such actuarial reduction by paying the entire cost owing to CARRA in accordance with the actuarial hypotheses and methods determined by law.

The negotiating parties could agree on an extension of such a measure at the time of the renewal of the collective agreement.

D) The participant who stops working and who is entitled to a deferred annuity at the time of the request, may, after 210 days, request a transfer to a locked-in retirement account of the higher amount between:

1° the total amount of his or her contributions with accumulated interest, if need be, until he or she ceases to be a participant, and;

2° the actuarial value of the deferred pension, indexed or not, determined on that same date, in accordance with the actuarial hypotheses and methods determined by law.

The participant concerned could request the transfer insofar as he or she is not eligible for an immediate annuity (with or without reduction) at the time of the request.

If he or she returns to pensionable employment and again participates in the plan for at least three (3) months, he or she may have to remit the amounts received upon his or her departure, including the interest accrued under the plan since that date (calculated on the basis of the rates prescribed in Schedule VI of the Act respecting the RREGOP).

This measure shall only apply to persons covered by the plan as of the coming into force of the measure.

E) The date prescribed in section 87 of the Act respecting the RREGOP shall be replaced by July 1, 1998.

2.02 The contribution rate of participants to the plan shall be increased from 7.68% to 7.95% as of January 1, 1996.

2.03 A full year of service and an equivalent pensionable salary shall be recognized for every full-time person covered by an agreement dealing with the organization of working time provided that the required contributions of both the employer and the participant be paid to CARRA.

3.00 PROGRESSIVE RETIREMENT

The progressive retirement program presently in force shall be maintained under the existing conditions, except for the maximum duration of the program which is extended from 3 to 5 years.

4.00 GRADUAL RETIREMENT

The negotiating parties shall mandate the CARRA Pension Committee to set up an ad hoc committee composed of representatives of the government and of the unions to pursue the work already begun with respect to gradual retirement, the results of which are contained in a report dated February 1993.

The committee shall reexamine and complete the portion of the study dealing with the working conditions of retired persons who would avail themselves of such a program and shall analyze the tax problems related to gradual retirement.

While taking into account its available resources, CARRA may be required to update certain data as determined by the committee. The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the negotiating parties.

5.00 RETURN TO WORK OF CERTAIN RETIRED PERSONS

The negotiating parties shall mandate the CARRA Pension Committee to set up an ad hoc committee composed of representatives of the government and of the unions to:

- recommend solutions to the problems experienced by those persons who retired within the framework of the temporary retirement measures and who then returned to work;

- identify rules for the harmonization of terms and conditions governing the return to work of retired persons under the RREGOP, the RRE and the RRF so as to better inform participants and retired persons as well as to facilitate the administration by CARRA and the employers;

introduce, if possible, one or more measures designed to limit the return to work to those persons who have retired, subject to the terms and conditions to be agreed upon in accordance with the gradual retirement program.

The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the negotiating parties.

6.00 MISCELLANEOUS

The negotiating parties shall mandate the CARRA Pension Committee to set up one or more committees to analyze and make recommendations concerning the following problem areas:

- 6.01 Problems related to layoffs of a cyclical nature regarding the nonaccumulation of service for retirement purposes by the persons affected by the layoff periods.
- 6.02 Problems related to the minimum 28-day period in which to redeem leave without pay.
- 6.03 Possibility of introducing, without any cost for the plan, measures allowing every participant in the plan, on or after January 1, 1996, to request the payment of his or her deferred annuity when he or she reaches 55 years of age.
- 6.04 Implementation of measures designed to use asset surplus of pension credits in order to decrease the actuarial reduction applicable to pension credit.
- 6.05 Analysis of certain adjustments made to the terms and conditions respecting progressive retirement.
- 6.06 Possibility of revoking the date prescribed in section 87 of the Act respecting the RREGOP.
- 6.07 Nondiscrimination of the fringe benefits as to the recommendations of the ad hoc committee on the nondiscrimination of fringe benefits.

Moreover, the parties shall agree that the amendments which will be made to the acts, where applicable, may not increase the cost of the plans.

- 6.08 The income replacement level at retirement as well as its growth with respect to inflation as to the recommendations of the ad hoc committee on retirement income and indexation of annuities.

The Pension Committee shall receive the report and recommendations of the ad hoc committee(s) and shall submit them to the negotiating parties.

7.00 SHARING OF ADMINISTRATION COSTS OF THE RREGOP

For the purposes of concluding an agreement which would come into force on January 1, 1996, the negotiating parties agree to continue discussions on the sharing of administration costs of the RREGOP and on the ensuing responsibilities.

8.00 ACTUARIAL PROVISION AND METHOD OF FINANCING

The technical studies conducted by CARRA concerning the method of financing and level of actuarial provision shall be submitted to the negotiating parties. The negotiating parties could agree to amend the method of financing.

No amendment shall be made to the method of financing nor to the financial commitments unless the negotiating parties so agree.

9.00 COMMITTEES RESULTING FROM THIS AGREEMENT

The CARRA Pension Committee shall determine the composition of the ad hoc committees prescribed in articles 4.00 to 6.00 of this agreement as well as the time limits for the completion of their studies and the preparation of their reports subject to CARRA's availability.

The negotiating parties shall act on the recommendations as soon as they receive them.

10.00 AMENDMENTS TO THE RRE AND THE RRF

10.01 The government shall undertake to amend the RRE and the RRF in order to introduce any amendment made to the indexation formula of the annuities presently provided for in the RREGOP, if the participants decide to assume the costs of future service in the same proportion as the participants of the RREGOP for the same amendment.

10.02 The government shall undertake to incorporate into the RRE and the RRF any measure dealing with human resources management implemented under the RREGOP, provided, if need be, the participants assume the costs of these measures in the same proportion as the participants of the RREGOP for these same measures..

11.00 LUMP SUM PAYMENT ON JULY 1, 1992

The negotiating parties agree to set up the committee provided for in the agreements signed on April 26, 1991 and May 21, 1992 to resolve the problem concerning the one percent (1%) lump sum payment resulting from the calculation of the pension annuity of those who retired or will retire between January 1, 1992 and December 31, 1997.

The persons concerned must be treated as equitably as those who will retire after December 31, 1997.

The committee shall submit its recommendations to the negotiating parties within 90 days of the signing of the entente.

12.00 AMENDMENTS TO THE PLANS

Subject to the amendments provided for herein, during the life of the agreement, no amendment to the RREGOP, the RRE or the RRF may make the provisions of the plan less favourable for participants, unless there is an agreement between the negotiating parties to this effect.

APPENDIX X

RÈGLES D'ÉCRITURE RELATIVES À L'UTILISATION
DU FÉMININ ET DU MASCULIN

Règles d'écriture:

1. Dans le texte de la convention, on emploie les genres féminin et masculin, dans la désignation de personne. La conjonction "ou" placée entre les deux genres signifie que l'on s'adresse indifféremment aux femmes et aux hommes sans exclusion. Dans ce cas, l'accord des verbes, épithètes, etc. se fait au masculin, singulier ou pluriel. La conjonction "et" placée entre les deux genres signifie que l'on s'adresse à l'ensemble du personnel de soutien de la commission. Dans ce cas, l'accord des verbes, épithètes, etc. se fait au masculin pluriel;

Exemples: la salariée ou le salarié a droit...
 toute réunion impliquant des salariées ou salariés...
 toute salariée ou tout salarié couverts par le certificat
 d'accréditation.

2. Lorsqu'il est question de désignation de personne, on utilise la forme féminine et son déterminant d'abord et la forme masculine et son déterminant ensuite écrits en toutes lettres, et ce, quelle que soit la place dans la phrase (sujet ou complément);

Exemples: la représentante ou le représentant...
 aucune salariée ou aucun salarié...
 une assessseure ou un assessseur...

Toutefois, si ce déterminant (article, adjectifs démonstratif, possessif, numéral, indéfini...) est le même pour les deux genres, on ne le répète pas sauf dans les cas d'éllision de l'article et de la préposition "de";

Exemples: chaque salariée ou salarié...
 aux salariées et salariés...
 à titre de salariée ou de salarié...
 d'une salariée ou d'un salarié...
 la salariée ou le salarié...

3. Lorsque la désignation de personne est un épïcène (double genre grammatical), on écrit le mot précédé des déterminants féminin et masculin;

Exemples: sa ou son substitut...
 sa ou son médecin...

4. Lorsque la désignation de personne est suivi d'un qualificatif ou d'une expression en tenant lieu, on ne les répète pas. Ce qualificatif ou cette expression s'applique aux deux (2) genres;

Exemples: la salariée ou le salarié à temps plein...
 la représentante ou le représentant syndical...

5. Lorsque l'épithète précède immédiatement la désignation de personne, on l'écrit en le faisant suivre de la forme féminine et de la forme masculine. Toutefois, si l'épithète ne change pas de forme selon le genre, on ne le répète pas.

Exemples: la nouvelle salariée ou le nouveau salarié...
 l'unique auteure ou auteur...

APPENDIX XI

EMPLOYEE ASSISTANCE PROGRAM

1. Should the Board decide to implement an employee assistance program, it shall consult the union on the content of the program within the framework of the Labour Relations Committee.

2. The employee assistance program shall contain provisions to the effect that the employee's participation is voluntary and that he or she is entitled to confidentiality.

APPENDIX XII

MEDIATION BY ARBITRATION

- A) The Board and the union which agree, in writing, to the procedure for mediation by arbitration in accordance with clause 9-2.21, shall inform the records office as quickly as possible specifying, if applicable, the prior grievance(s) on which the mediation by arbitration shall apply. Following this agreement, all grievances shall be referred to mediation by arbitration.

- B) The parties shall agree on the name of the person chosen to act as mediator-arbitrator from the list of arbitrators provided in the agreement and shall so inform the records office. Failing an agreement, and at the request of one of the parties, the mediator-arbitrator shall be named from this list by the chief arbitrator.

- C) The mediator-arbitrator shall attempt to bring the parties to an agreement. To this end, he or she shall have the powers of conciliation.

If an agreement is reached at this stage, it shall be recorded in writing and shall bind the parties.

- D) Failing an agreement, the mediator-arbitrator must deal with the grievance in accordance with the following paragraph E) and with the provisions of article 9-2.00 which are not incompatible with this appendix.

- E) In accordance with the preceding paragraph D), the arbitrator must hear the grievance with all dispatch and render his or her decision within fifteen (15) days of the end of the hearing; furthermore, the arbitrator must hear the grievance on its merit before rendering a decision on a preliminary objection unless he or she is able to dispose of it immediately. In this case, he or she must later justify his or her decision on the objection.

APPENDIX XIII

EQUAL OPPORTUNITY ADVISORY COMMITTEE

The ministère de l'Éducation shall maintain an equal opportunity advisory committee. This committee shall be made up of two (2) representatives of the Coordination à la condition féminine of the ministère de l'Éducation, two (2) representatives of the Fédération des commissions scolaires du Québec and two (2) persons appointed by the CEQ and the PACT representing the teaching, professional and support personnel of school boards.

The committee shall establish its own rules of operation in order to carry out its mandate.

Committee's Mandate

The committee shall establish its mandate on the basis of the government policies dealing with the status of women.

Where applicable, the committee could discuss the following issues:

- . orientations dealing with equal opportunity programs;
- . methods for the development and implementation of such programs;
- . tools for analyzing such programs;
- . information and awareness campaigns.

Within this framework, the committee members will be able to share all available pertinent information that is deemed useful and discuss any issue agreed to by the committee and concerning equal opportunity programs.

APPENDIX XIV

PROGRESSIVE RETIREMENT PLAN

1. The progressive retirement plan, hereinafter called the "plan", shall permit an employee to reduce his or her time worked for a period of one (1) to three (3) years⁽¹⁾. The proportion of the number of hours worked per week cannot be less than forty percent (40%) of the length of the regular workweek provided for his or her category of employment.⁽²⁾

Notwithstanding the preceding paragraph, the employee and the Board may agree to schedule the number of hours worked on a basis other than weekly.

2. Only the regular full-time employee or regular part-time employee whose regular workweek is greater than forty percent (40%) of the regular workweek provided for his or her class of employment shall participate in one of the pension plans currently in force (RRF, RREGOP and RRE) may benefit only once from the plan.
3. For the purposes of this appendix, the agreement referred to shall be an integral part thereof.
4. To be eligible for the progressive retirement plan, the employee must verify with the "Commission administrative des régimes de retraite et d'assurances (CARRA)" that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The employee shall sign the form required by CARRA and shall forward a copy to the Board.

5. A) The employee who wishes to benefit from the progressive retirement plan must forward a written request to the Board at least ninety (90) days in advance. The time limit may be of a lesser duration with the Board's consent.
B) The request must specify the period foreseen for the progressive retirement plan, the number of hours worked and the schedule.
C) The employee shall also forward to the Board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.
6. Approval of the request for the progressive retirement plan shall be subject to a prior agreement with the Board, which shall take into account the requirements of the office, department, school or adult education centre concerned.
7. Subject to CARRA's approval, the Board may agree with an employee who would have obtained a leave of absence without salary that began after June 30, 1990 or no later than the date on which this appendix was signed, to transfer to the progressive retirement plan as if such transfer took place on the date on which the leave of absence without salary began. This transfer shall be possible no later than the sixty (60) days following the date on which this appendix was signed.
8. During the period of the progressive retirement plan, the employee shall receive his or her salary, including the premiums to which he or she is entitled, in proportion to the hours worked.

⁽¹⁾ Read five (5) years instead of three (3) years as of the coming into force of the legislative provisions to this effect.

⁽²⁾ In the case of an employee who holds a position of a cyclical or seasonal nature, the number of hours worked cannot be less than forty percent (40%) of the duration of the regular working hours on an annual basis.

9. During the period of the progressive retirement plan, the employee shall accumulate his or her seniority and experience as if he or she had not benefited from the plan.
10. During the period of the progressive retirement plan, the Board shall pay its contribution to the health insurance plan on the basis of the time worked before the beginning of the agreement, provided that the employee pay his or her own contribution. The employee shall be entitled, during the agreement, to the life insurance plan, from which he or she benefited before the beginning of the agreement.
11. The Board and the employee shall sign, where applicable, the agreement prescribing the terms and conditions relating to the progressive retirement plan.
12. During the progressive retirement period, the pensionable salary, for the purposes of the three (3) pension plans currently in force (RRF, RREGOP and RRE) for the years or parts specified in the agreement shall be that which the employee would have received or, for a period during which he or she received benefits under the salary insurance plan, would have been entitled to receive had he or she not benefited from the plan. The credited service for the purposes of the pension plans (RRF, RREGOP and RRE) shall be that which would have been credited to the employee had he or she not benefited from the plan.
13. For the duration of the agreement, the employee and the Board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the employee had not benefited from the progressive retirement plan.
14. Except for the preceding provisions, the employee who benefits from the progressive retirement plan shall be governed by the provisions of the agreement applicable to the part-time employee if his or her weekly working hours are less than seventy-five percent (75%) of the duration of the regular workweek provided for his or her employment category.
15. The number of hours not worked per week by the employee participating in the plan shall be filled, where applicable, according to the provisions of clause 7-1.14 of the agreement.
16. Should the employee not be entitled to his or her pension upon the expiry of the agreement due to uncontrollable circumstances prescribed by regulation, the agreement shall be extended to the date on which the employee will be entitled to his or her pension even though the period exceeds three (3) years⁽¹⁾.

Any changes in the fixed dates for the beginning and end of the agreement must have the prior approval of CARRA.

17.
 - A) In the event of the retirement, resignation, layoff, dismissal or death of the employee or, where applicable, upon expiry of the extension agreed to by virtue of article 16, the agreement shall terminate on the date on which such event occurs.
 - B) The same shall apply to a withdrawal which is only possible with the consent of the Board.
 - C) The agreement shall also terminate if the employee is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement, subject to the approval of CARRA.
 - D) If the agreement becomes null or terminates due to circumstances mentioned previously or which are prescribed by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner prescribed by regulation.

⁽¹⁾ Read five (5) years instead of three (3) years as of the coming into force of the legislative provisions to this effect.

18. For each of the years contemplated by the agreement, the employee shall be entitled to all of the benefits of the agreement that are not incompatible with the provisions of the agreement.
19. Upon expiry of the agreement, the employee shall resign automatically and shall be pensioned off.

APPENDIX "A" OF APPENDIX XIV

PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

THE KATIVIK SCHOOL BOARD

HEREINAFTER CALLED

THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED

THE EMPLOYEE

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1. Period Covered by the Progressive Retirement Plan

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

The agreement may expire on another date under the circumstances and according to the terms and conditions prescribed in articles 16 and 17 of Appendix XIV.

2. Time Worked

For the period covered by the agreement, the employee's time worked and his or her schedule shall be as follows:

Notwithstanding the preceding paragraph, the Board and the employee may agree to change the number of hours worked and his or her schedule, provided, however, that the time worked is not less than forty percent (40%) of the regular workweek provided for his or her employment category.

3. Other terms and conditions for applying the plan agreed to with the employee

IN WITNESS WHEREOF, the parties herein have signed in _____ on this _____ day of the month of _____ 19__.

For the Kativik School Board

Employee's signature

APPENDIX XV

LOCALITY OF DORVAL

For the purposes of applying the agreement, the parties agree that the locality of Dorval includes the warehouse of the Board as well as every administrative office that it occupies in a municipal territory outside of Nunavik.

APPENDIX XVI

PARENTAL RIGHTS

This appendix shall apply to the temporary employee referred to in subparagraph b) of paragraph B) of clause 2-1.01 and to employees covered by articles 12-1.00 and 12-2.00 of the agreement whose period of engagement within the framework of these articles is six (6) months or more.

The employees covered by this appendix shall benefit from article 5-4.00 of the agreement in accordance with the following terms and conditions:

- A) To be eligible for maternity leave, 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 benefit from parental rights only for the period during which he or she would have actually worked.
- C) The employee shall not be entitled to the provisions of article 5-4.00 concerning the extension of a maternity leave, paternity leave or leave for adoption.
- D) For these employees, the special leave provided for in clause 5-4.18 B) of the agreement shall be without salary, subject to maintaining the salary for the four (4) days to which the employee may be entitled, as the case may be, by virtue of clause 5-4.19.
- E) For the purposes of applying paragraph D) of clause 5-4.11, the twenty (20) weeks immediately preceding the employee's maternity leave shall exclude any period of layoff in the calculation of her average basic weekly salary.

APPENDIX XVII

**DISPLACEMENT OF THE EMPLOYEE OUTSIDE OF THE LOCALITY
TO WHICH HE OR SHE IS ASSIGNED**

The employee who is required by the Board within the framework of his or her workload at the Board to travel from Dorval to the Inuit communities may calculate as working time the duration of his or her flight as well as an additional maximum period of one (1) hour each way in order to cover the time required to travel to and from the airport and the time required to check in and pick up his or her luggage.

Notwithstanding the provisions of clauses 8-2.06, 8-2.07 and 8-3.01, the Board may modify the work schedule applicable to an employee who travels from Dorval to the Inuit communities.

APPENDIX XVIII

TECHNICAL COMMITTEE ON INSURANCE

The parties attest that the Ministère, the Fédération and the Centrale agree by virtue of the S-3 agreement (1995-1998) that the committee provided for in clause 5-3.20 shall have the mandate to ensure the implementation of a system for the computerized billing and remittance of personal insurance premiums as well as the implementation of the deduction at source of premiums for general property insurance premiums (fire, accident, other risks) in the same manner.

APPENDIX XIX

GRIEVANCES AND ARBITRATION

Any arbitrator appointed by virtue of the provisions of this agreement shall be deemed competent to hear all grievances which arose before the date of the signing of the agreement.

Any grievance which legally arose before the expiry of the 1989-1995 agreement and submitted to arbitration after its expiry within the time limits prescribed in the 1989-1995 agreement shall be deemed validly submitted to arbitration. To this end, the Board and the Ministère shall renounce raising the objection of the nonarbitrability on the basis of the nonexistence of working conditions following the expiry of the agreement.

APPENDIX XX

REGIONAL DISPARITIES

1. The parties acknowledge that, by virtue of the S-3 agreement (1995-1998), a parity committee shall be formed composed of six (6) persons, three (3) representatives from management and three (3) representatives from the union, it being understood that each party shall have one vote.
2. The mandate of this committee shall include the following two (2) components:
 - a) to establish a uniform policy on the evaluation of the costs of lodging to be declared for income tax purposes;
 - b) to examine the different solutions to the problems encountered as a result of modifications to the income tax programs.
3. Unless the parties agree otherwise, the committee shall submit its report and its recommendations, if any, within three (3) months of the signing of the agreement.
4. As soon as the report has been submitted to the negotiating parties, discussions shall be undertaken to agree on appropriate solutions.
5. The secretarial costs of the committee as well as the costs of union releases including isolation and remoteness premiums for the union representatives who are members of the committee shall be borne by the government.

APPENDIX XXI

EVALUATION OF POSITIONS

Considering that the Treasury Board and its partners have, over the last few years, been determining the relative value and ranking of titles or classes of employment in the public and parapublic sectors by means of a system of evaluation using points and factors, the parties agree to continue the discussions already begun on the aforementioned basis in order to render the discussions more effective with respect to the relative value of titles or classes of employment.

Therefore:

1. The negotiating parties agree to renew the mandate of the joint working committee for all employment categories.
2. The committee's mandate shall be to:
 - study all the elements having led to the present ranking of titles or classes of employment in the education and health and social services sectors in order to better enlighten the parties and employees on the relative value of positions in these sectors;
 - establish the relative value of the titles or classes of employment that have been newly created, modified or those that have not yet been ranked, such as those for teachers;
 - submit its findings and recommendations to the negotiating parties concerning the evaluation of positions, relative value, equity principles and, where applicable, the various possible solutions to the problems identified.
3. The committee shall meet, as needed, at the request of one of the parties and shall adopt the rules of procedure it deems useful for its smooth operation.
4. According to the terms and conditions to be agreed upon, the employer group shall assume the costs for union releases required for the joint committee's work in the amount of \$100 000 per year for all employment categories. As required, the parties shall agree on additional union releases upon recommendation of the joint committee.
5. Discussions held by virtue of this appendix shall not constitute a revision of the agreement that could lead to a dispute as defined in the Labour Code.

APPENDIX TO APPENDIX XXI

1. In the event of an unresolved dispute, the members of the joint committee shall agree on a mechanism for settling a dispute that is appropriate to the nature of the dispute.
2. Unless the parties agree otherwise, it shall be understood that the adjustment, if any, for the following classes of employment, shall be carried out as of January 1, 1990 at a maximum adjustment rate of two decimal five percent (2.5%) for each of the years 1990 and 1991 minus, where applicable, the adjustment already agreed to for these same years, excluding basic increases. The remainder of the adjustment, if any, shall be applicable on December 31, 1991:

School Boards

Light Vehicle Driver
Guard
Medical Assistant
Offset Duplicator Operator
Maintenance Workman, class III (domestic helper)
Day Care Service Attendant
Food Management Technician
Administration Technician
Audiovisual Technician
Documentation Technician
Graphic Arts Technician
Recreational Activities Technician
School Transportation Technician
Psychometric Technician
Braille Technician

3. For the other classes of employment, if the parties agree on a rate or scale other than that provided for in the agreement, they must also agree on the terms and conditions for the implementation of the adjustment and on the date on which it shall come into force.

APPENDIX XIII

ARBITRATION OF GRIEVANCES

In order to improve the effectiveness of the arbitration system, to reduce costs and to enable the local parties to assume greater responsibility for arbitration files, the parties agree, while complying with the current arbitration procedures prescribed in the agreement, to implement two new methods for settling grievances, namely: prearbitration mediation and accelerated arbitration of a "small claims" nature.

I- PREARBITRATION MEDIATION

The Board and the union may agree to proceed with prearbitration mediation in dealing with certain grievances. To do so, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list provided for in clause 9-2.02. Once the parties have approved a name from this list, the records office shall set the date, as quickly as possible, of the first mediation session.

Only an employee of the Board and an employee or an elected member of the union may represent the parties; any of the parties may, however, after having informed the other party, call upon an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies at the labour commissioner-general's office.

The procedure shall apply for every group of grievances agreed to by the Board and the union.

In the event that a number of grievances included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to by the parties.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process, unless the parties agreed otherwise, in writing, prior to mediation.

The honoraria and expenses of the arbitrator who is mandated to act as a mediator shall be borne by the records office, as in the case of an arbitration mandate.

II- ACCELERATED ARBITRATION PROCEDURE OF A "SMALL CLAIMS" NATURE

1- Admissible grievances

Any grievance may be referred to this procedure provided that the Board and union explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be forwarded to the records office.

Failure on the part of the Board and the union to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the Board or the union may indicate separately such intent by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party.

In this latter case, the written notice of the union and that of the Board must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

2- Arbitrator

The arbitrator shall be appointed by the records office; he or she shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

3- Representation

Only an employee of the Board and an employee or an elected member of the union may represent the respective parties; any of the parties may, however, after having informed the other party, call upon an advisor.

4- Duration of hearing

In general, a hearing usually lasts one hour.

5- Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two pages). This decision may not be cited or used by anyone as regards the arbitration of any other grievance, unless this grievance is related to an identical dispute between the Board and the union and deals with the same facts and clauses.

The arbitrator shall render his or her decision and shall forward a copy to the parties within a maximum five (5)-working day time limit after the hearing. He or she shall also file the signed original copy at the records office

6- Field of application

The provisions of articles 9-1.00 and 9-2.00 shall apply by adapting them to the accelerated arbitration procedure provided for in this appendix, except for clause 9-2.03, the second paragraph of clause 9-2.08, clauses 9-2.09, 9-2.11, 9-2.13, the first paragraph of clause 9-2.14, the first three subparagraphs of clause 9-2.15, the first paragraph of clause 9-2.16, the first paragraph of paragraph A) of clause clauses 9-2.21 and clauses 9-2.22 and 9-2.23.

III- OTHER MEASURES CONTRIBUTING TO REDUCING THE COSTS OF THE ARBITRATION SYSTEM AND TO IMPROVING ITS EFFECTIVENESS

A) In order to reduce the amounts earmarked for the expenses and honoraria of arbitrators and to resolve a greater number of grievances, the parties agree to:

- ▶ encourage the use of the prearbitration mediation procedure and the accelerated arbitration procedure of a "small claims" nature;
- ▶ keep an updated list of joint requests as regards prearbitration mediation and accelerated arbitration of a "small claims" nature;
- ▶ submit this list on a regular basis to the chief arbitrator or chief records clerk to enable him or her to set the date of the first meeting.

B) Holding of hearings provided for within the framework of article 9-2.00:

- ▶ the attorneys assigned to every grievance file shall inform the arbitrator and each other of the nature of the preliminary methods they intend to raise one (1) week prior to the hearing;
- ▶ every hearing shall be scheduled for 9:30, the attorneys, assessors, where applicable, and the arbitrator must however use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- outline the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearings.

APPENDIX XXIII

TERMS AND CONDITIONS FOR PAYMENT OF SEVERANCE ALLOWANCE
BY VIRTUE OF ARTICLE 7-7.00

1. General rules

- 1.1 No later than thirty (30) days prior to the date on which the severance allowance is scheduled to be paid or begin to be paid, the employee shall indicate on a form prescribed for this purpose by the Board his or her choice of method of payment of the severance allowance from among those described hereinafter.
- 1.2 To be valid, the form completed by the employee must be signed by the Board, union and employee.
- 1.3 Failure to submit the form within the time prescribed, the employee shall be deemed to have chosen the terms and conditions described in paragraph 2.1 below.

2. Terms and conditions for the payment of severance allowance as chosen by the employee

- 2.1 The allowance shall be remitted in one single payment on the employee's last day of work. The Board shall remit the allowance directly to the employee or financial institution chosen by the latter in an authorized retirement savings plan. The Board shall be informed of the name of the financial institution chosen by the employee at least two (2) weeks prior to the date foreseen for the payment of the allowance.
- 2.2 The allowance shall be paid on the first of each month following the employee's last day of work for the number of months of allowance to which the employee is entitled.

The first installment will be equal to two (2) months' allowance; each subsequent installment will be equal to one (1) month's allowance. Thus, a twelve (12)-month allowance will be paid in eleven (11) installments: the first will pay two (2) months' allowance followed by ten (10) equal installments each paying one (1) month's allowance. An allowance of less than twelve (12) months will be paid in the same manner by making the necessary changes to the total number of installments.

- 2.3 The allowance shall be paid in two (2), three (3) or four (4) equal installments at the employee's choosing on dates agreed to with the Board and the employee and indicated on the form completed by the employee.
- 2.4 The allowance shall be paid at a rate of 1/26 of the employee's annual salary every second Thursday until the allowance allocated has been paid in its entirety.
- 2.5 In the case of an employee who is eligible for retirement or who will be entitled thereto at the end of the period covered by the allowance, it shall take the form of a preretirement according to the terms and conditions prescribed in paragraph A) of clause 7-3.15.
- 2.6 The Board may agree on different terms and conditions with an employee subject to the union's consent in accordance with clause 2-2.03 of the agreement.

FORM

Agreement on the terms and conditions for the payment of the allowance prescribed in article 7-7.00

In accordance with article 1.1 of Appendix XXIII, it is agreed that the severance allowance prescribed in article 7-7.00 be paid to _____ according to the terms and conditions described hereinafter:

In one installment according to the formula prescribed in article 2.1 of Appendix XXIII.

Monthly according to the formula prescribed in article 2.2 of Appendix XXIII.

In 2, 3, or 4 equal installments according to the formula prescribed in article 2.3 of Appendix XXIII:

on the following dates:

Bi-monthly according to the formula prescribed in article 2.4 of Appendix XXIII.

As a preretirement leave according to the formula prescribed in article 2.5 of Appendix XXIII.

Specific agreement according to article 2.6 of Appendix XXIII:
terms and conditions:

Signed in _____ on this _____ day of the month of _____ 19 _____

Employee

Union representative

For the Board: _____

Date: _____

This agreement is valid only if it is signed by the three (3) parties.

APPENDIX XXIV

ORGANIZATION OF WORK

Preamble: Following the renewal of the collective agreement, the parties agree to continue discussions on the organization of work at the Board.

These discussions are in keeping with the new labour relations practices which focus on developing a true partnership among the parties aimed at improving the quality of educational services offered to the community as well as the support staff's quality of life at work.

To this end, the parties agree on the following work plan.

1. Work plan

1.1 Work organization

Examine the procedures respecting job planning and organization of tasks with a view to develop a true partnership.

1.2 Quality of life at work

Study the means to be taken to organize the necessary services aimed at providing well in advance any information required by employees who have been advised of their move to Nunavik.

Examine conditions regarding the cleanliness and safety of work premises on the basis of health and safety standards.

2. Schedule

The discussions conducted according to the work plan will be undertaken within fifteen (15) days of the renewal of the agreement and will end on June 30, 1996 unless the parties agree otherwise.

3. Procedures

The parties shall carry out their work according to the interest-based negotiation model as summarized in the CEQ-FCSQ document dated September 1995.

4. Nature of work

The discussions provided for in this agreement cannot give rise to a dispute within the meaning of the Labour Code but may result in one or more pilot projects for a period agreed upon or an amendment to the collective agreement in force within the meaning of clause 2-2.04 therein.

5. Releases

The government shall assume the costs of the releases related to this agreement in accordance with the protocol signed by the parties on May 23, 1995. The protocol may be extended if the parties so agree.

