

PROVISIONS BINDING

ON THE ONE HAND

**THE COMITÉ PATRONAL DE NÉGOCIATION
POUR LES COMMISSIONS SCOLAIRES FRANCOPHONES (CPNCF)**

AND

ON THE OTHER HAND

**THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)
REPRESENTED BY ITS BARGAINING AGENT,
THE FÉDÉRATION DU PERSONNEL DE SOUTIEN SCOLAIRE (FPSS) ON
BEHALF OF THE SUPPORT STAFF OF THE FRENCH-LANGUAGE
SCHOOL BOARDS THAT IT REPRESENTS**

2005-2010

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A1 CHAPTER 1-0.00 OBJECTIVE OF THE AGREEMENT, DEFINITIONS, RESPECT FOR HUMAN RIGHTS AND FREEDOMS, SEXUAL HARASSMENT IN THE WORKPLACE AND EQUAL OPPORTUNITY

1-1.00 OBJECTIVE OF THE AGREEMENT

The objective of the agreement shall be to establish smooth relations between the parties, to determine the employees' working conditions as well as to establish the appropriate procedures for resolving difficulties which may arise.

1-2.00 DEFINITIONS

Unless the context indicates otherwise, for the purposes of applying the agreement, the following words, terms and expressions have the meaning respectively attributed 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 Regular Work Year

Product of the regular workweek multiplied by fifty-two (52) weeks.

1-2.04 Bureau national de placement

Placement bureau composed of the Fédération and the Ministère.

1-2.05 Bureau régional de placement

Placement bureau composed of all the French-language school boards in the territory of each of the regional offices of the Ministère. The Ministère shall participate fully in the activities of the Bureau.

A1 1-2.06 Centrale

The Centrale des syndicats du Québec (CSQ).

1-2.07 Class of Employment

Any of the classes of employment the titles of which appear in the salary scales in Appendix 1 of the agreement and those which could eventually be created in accordance with clause 6-1.13.

1-2.08 Classification

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

1-2.09 Board

The school board bound by the agreement.

A1 1-2.10 Spouse

Spouses mean persons:

- a) who are married or joined in civil union and cohabiting;
- b) of the same or opposite sex who are living together in a conjugal relationship and are the father and mother of the same child;
- c) of the same or opposite sex who have been living together in a conjugal relationship for at least one year;

it being understood that the dissolution of the marriage by divorce or annulment, the dissolution of the civil union as provided for by law, and any de facto separation for more than three (3) months in the case of persons living together in a conjugal relationship shall mean the loss of spousal status.

1-2.11 Agreement

This collective agreement.

1-2.12 Regional Office

One of the regional offices established by the Ministère listed in Appendix 22.

1-2.13 Fédération

The Fédération des commissions scolaires du Québec (FCSQ).

1-2.14 Grievance

Any disagreement regarding the interpretation or application of the agreement.

1-2.15 Disagreement

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

A1 1-2.16 Ministère

The Ministère de l'Éducation, du Loisir et du Sport (MELS).

1-2.17 Transfer

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

A1 1-2.18 Provincial Negotiating Parties

A) Employer group: The Comité patronal de négociation pour les commissions scolaires francophones (CPNCF)

B) Union group: The Centrale des syndicats du Québec (CSQ) represented by its bargaining agent, the Fédération du personnel de soutien scolaire (FPSS)

1-2.19 Probation Period

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

Employees in a part-time position shall undergo a probation period equal in duration to that prescribed above, where applicable, or a probation period equal in duration to nine (9) consecutive months, whichever is the lesser.

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

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

A1 1-2.20 Classification Plan

The Classification Plan prepared by the Fédération and the Ministère after consultation with the provincial negotiating union group for the categories of technical and paratechnical support, administrative support and labour support positions, February 1, 2006 edition, including any change or new class which could be added during the term of the agreement.

A1 1-2.21 Position

Specific assignment of an employee to perform duties assigned to him or her by the board excluding an assignment to a specific position.

Subject to article 7-3.00, every employee who holds a position except for temporary employees who do not hold positions.

Subject to clause 10-2.02, the employees referred to in Chapter 10-0.00 do not hold positions.

A1 1-2.22 Day Care Service Position

Position in the class of employment of day care service technician or day care service educator.

1-2.23 Special Education Position

Position in one of the following classes of employment:

- special education technician;
- social work technician;
- interpreter-technician;
- attendant for handicapped students.

1-2.24 Full-time Position

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

Notwithstanding the preceding paragraph, a periodic position is full time only if the number of hours of active service worked in the position is equal to or greater than seventy-five percent (75%) of the number of hours of the regular work year.

1-2.25 Part-time Position

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

Notwithstanding the preceding paragraph, a periodic position in which the number of hours of active service worked in the position is less than seventy-five percent (75%) of the regular work year is a part-time position.

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

1-2.26 Specific Position

Specific assignment of a regular or temporary employee to perform duties assigned to him or her by the board in the following context:

- 1) any activity financed by a foundation, it being specified that the employee concerned cannot, in the context of such a project, carry out activities normally assumed by the board;
- 2) any experimental project.

This position cannot exceed twenty-four (24) months. If the position is renewed beyond the twenty-four (24) months, the board shall transform it into a position within the meaning of clause 1-2.21 and the employee concerned becomes the incumbent of the newly created position with all the rights and benefits recognized under article 7-1.00 and clause 1-2.32 retroactively to the beginning of the 13th month of his or her assignment or hiring for the project unless he or she prefers to return to his or her original position if he or she is a regular employee.

For the purposes of applying this clause, two (2) similar positions in the same class of employment requiring the same qualifications and particular requirements relating to projects of the same nature and separated by less than a year shall be deemed to be the same position.

A project of the same nature which is repeated more than three (3) times must be discussed by the committee on the organization of work defined in article 7-7.00.

1-2.27 Periodic Position

Position in which the annual work period is between six (6) and eleven (11) consecutive months. A periodic position is either full time or part time. A part-time position must at least correspond to the equivalent of a full-time position of four (4) months.

The workload and the vacation inherent to a periodic position must be included in its duration. Thus, the employee cannot occupy his or her position beyond the determined period. A temporary employee cannot be hired so as to extend the duration of this position.

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

1-2.28 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 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.

1-2.29 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 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.

1-2.30 Employee

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

1-2.31 Probationary Employee

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

1-2.32 Tenured Employee

A regular employee who has completed two (2) years of active service in the same board in a full-time position.

Any disability leave covered by the salary insurance plan and any disability leave due to a work accident or employment injury, as long as the employee continues to receive benefits for the disabilities under the agreement, constitute active service for the purpose of acquiring tenure, notwithstanding clause 1-2.38.

As an exception to the rule for acquiring tenure, an employee who has acquired tenure under the preceding provisions or under a former collective agreement and who occupies a part-time position shall retain his or her permanent status provided that there has been no break in his or her employment ties since acquiring his or her permanent status.

1-2.33 Regular Employee

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

1-2.34 Temporary Employee

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

- B) A substitute employee defined in clause 1-2.35.
- C) An employee hired as such to occupy a permanently vacant or newly created position between the time the position is vacated and the time when it is filled permanently.
- D) A temporary employee hired as such to occupy a specific position.

1-2.35 Substitute Employee

An employee who is hired as such to replace an absent employee for the duration of the absence.

1-2.36 Education Sector

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

1-2.37 Public and Parapublic Sectors

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

1-2.38 Active Service

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

In the case of a part-time employee, active service shall be acquired proportionally to his or her workweek in relation to the regular workweek prescribed in article 8-2.00.

1-2.39 Union

The union bound by the agreement.

A1 1-2.40 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 those provided for in clauses 6-2.13, 6-2.15, 6-2.16, 7-3.11 and 7-3.27.

A1 1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

A1 1-4.00 SEXUAL HARASSMENT IN THE WORKPLACE

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

1-5.00 EQUAL OPPORTUNITY**1-5.01**

The board which undertakes to implement an equal opportunity program shall consult the union through the Labour Relations Committee.

1-5.02

The consultation shall focus on the following:

- A) The possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel, it being specified that only one equal opportunity committee may exist at the board and that the union appoint its representative.

Should such a committee be formed, consultation on the items in paragraphs B) and C) shall be carried out by this committee.

- B) The diagnostic analysis, if necessary.

- C) The contents of an equal opportunity program, namely:

- objectives pursued;
- corrective measures;
- implementation timetable;
- control mechanisms to assess the progress and difficulties encountered.

1-5.03

During the consultation period provided for in clause 1-5.02, the board shall transmit all pertinent information within a reasonable time limit.

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.

CHAPTER 2-0.00 FIELD OF APPLICATION, RECOGNITION AND PRIORITY OF EMPLOYMENT FOR TEMPORARY EMPLOYEES

2-1.00 FIELD OF APPLICATION

A1 2-1.01

The agreement applies to all the employees within the meaning of the Labour Code who are covered by the certificate of accreditation, subject to the following partial applications:

A) Probationary Employees

Subject to paragraph D), a 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 the employee a notice of at least fourteen (14) days.

B) Temporary Employees

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

1-1.00	Objective of the Agreement
1-2.00	The following definitions applicable to an employee's status:
	1-2.02, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.20, 1-2.21, 1-2.22, 1-2.23, 1-2.26, 1-2.30, 1-2.34, 1-2.35, 1-2.36, 1-2.37, 1-2.39, 1-2.40
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Sexual Harassment in the Workplace
2-2.00	Recognition
2-3.00	Priority of Employment for Temporary Employees
3-4.00	Posting and Distribution
3-5.00	Union Meetings and Use of School Board Premises for Union Purposes
3-6.00	Union Dues
3-7.00	Union System
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	Premiums
6-5.00	Other Premiums
6-7.00	Travel Expenses
6-8.00	Verification of Furnaces
6-9.00	Regional Disparities:
	only clauses 6-9.01, 6-9.02, 6-9.03, 6-9.04 and 6-9.15 apply
6-10.00	Loan and Rental of Halls
6-11.00	Payment of Salary
7-1.03 G) and I)	Sequence to Follow When Filling a Permanently Vacant or Newly Created Position
7-1.10	Qualifications and Requirements
7-1.22	Sequence to Follow When Filling a Temporarily Vacant Position, an Increase in Workload or a Specific Position
7-1.25	Sequence to Follow When Filling a Temporarily Vacant Position, an Increase in Workload or a Specific Position
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	Employees Working within the Framework of Adult Education Courses
11-2.00	Printing of the Agreement
11-3.00	Local Arrangements
11-4.00	Appendices
11-5.00	Interpretation of Texts
11-6.00	Coming into Force of the Agreement
Appendix 1	Hourly Salary Scales and Rates

- b) Subject to paragraph D), a temporary employee who is hired for a specific position or for a predetermined period of over six (6) months or an employee who has worked at least six (6) months since his or her hiring or in the context of several immediately consecutive hirings¹ shall, in addition, be entitled to the following clauses or articles:

3-3.00	Union Leaves: only clauses 3-3.03, 3-3.04, 3-3.05, 3-3.06, 3-3.07 and 3-3.08 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 16 of the agreement)
5-6.00	Vacation
5-7.02 A)	Organizational Professional Improvement
5-7.02 B)	Functional Professional Improvement
7-4.00	Work Accidents and Occupational Diseases with the exception of paragraphs C) and D) of clause 7-4.03 and clauses 7-4.14 to 7-4.24 inclusively
Appendix 4	Provisions Related to Parental Rights

- c) A temporary employee whose period of employment exceeds the period determined in paragraph A) of clause 1-2.34 or, where applicable, exceeds the period agreed to with the union in the context of paragraph A) shall obtain regular employee status. The board shall then create a position² that it determines and the employee shall be automatically considered as a candidate for the position which shall be filled as prescribed in article 7-1.00.
- 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) If a 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 in the position is equal to at least fifty percent (50%) of the probation period referred to in clause 1-2.19.
- g) A temporary employee shall also be entitled to the grievance and arbitration procedure, if he or she feels wronged with respect to the rights recognized under paragraph B).

¹ Saturdays, Sundays, paid legal holidays, pedagogical days and summer shutdowns provided for in paragraph A) of clause 5-6.05, the period of cyclical slowdown of activities and any interruption of five (5) working days or less do not constitute a work interruption.

However, as regards an employee who is not entitled to the following provisions, a single interruption of five (5) days or less may be counted so that he or she may be entitled thereto.

² The position thus created is full-time if the temporary employee was full-time. It is part-time if the temporary employee was part-time.

C) Employees in a Part-time Position

Subject to paragraph D), the relevant provisions apply to an employee in a part-time position; however, whenever such provisions are applied on a pro rata basis to the regular hours remunerated, specific terms, if any, shall be provided in each article.

In this case, the provisions applicable to an employee who occupies a day care service position shall be applied on a pro rata basis in relation to the number of weekly working hours in the position compared to thirty-five (35) hours.

D) Employees Whose Regular Workweek is Less Than 15 Hours

Subject to Appendix 28, the salary of an employee, except for the employee referred to in subparagraph a) of paragraph B) of this clause, whose regular workweek is less than fifteen (15) hours, shall be increased by eleven percent (11%) in lieu of the fringe benefits prescribed in articles 5-1.00, 5-2.00 and 5-3.00 and by eight percent (8%) in lieu of vacation prescribed in article 5-6.00.

In the case of a regular employee, the first paragraph shall apply after he or she obtains a position as a result of the application of the security of employment procedure prescribed in article 7-3.00 until that of the following year. However, the regular employee shall no longer be covered by the first paragraph when, as a result of the application of clause 7-1.03, he or she obtains a new position with a regular workweek of fifteen (15) hours or more. If this employee is on probation, the first paragraph shall apply until the end of the probation period as prescribed in clause 7-1.16.

For the temporary employee referred to in subparagraph b) of paragraph B) of this clause, the first paragraph shall apply at each hiring.

E) Employees Working Within the Framework of Adult Education Courses

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

F) Cafeteria Employees and Student Supervisors Working Respectively Less than Fifteen (15) Hours Per Week

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

2-1.02

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

A1 2-1.03

The use of the services of a person who does not receive any salary from the board cannot have the effect of reducing the number of hours or the abolition of a position held by a regular employee. Supervision of a trainee by an employee is on a voluntary basis. When applicable, the board informs the union in writing.

2-2.00 RECOGNITION**2-2.01**

The board recognizes the union as the only representative and agent of the employees covered by the agreement regarding the application of matters relating to working conditions.

2-2.02

The board and the union recognize the provincial negotiating parties' right to deal with questions relating to the application and the right 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 provincial negotiating parties must, at the request of either party, meet in order to deal with it within sixty (60) days of the request.

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

2-2.03

Any individual agreement concluded after December 16, 2005 between an employee and the board regarding working conditions different from the ones provided for in the agreement must receive the union's approval in writing in order to be valid.

2-2.04

The provincial negotiating parties agree to meet to discuss any issue concerning the working conditions of employees and to adopt the appropriate solutions. Any solution accepted in writing by the provincial negotiating parties may have the effect of subtracting from or modifying a provision of the agreement or of adding one or more provisions thereto. However, any solution thus accepted shall apply only with the written consent 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 (R.S.Q., c.C-27).

2-3.00 PRIORITY OF EMPLOYMENT FOR TEMPORARY EMPLOYEES**In the case of a replacement, increase in workload or filling a specific position****2-3.01**

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

WHEN FILLING A POSITION**A1 2-3.02**

Subject to Appendix 26, this matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

CHAPTER 3-0.00 UNION PREROGATIVES**3-1.00 UNION REPRESENTATION****Union Delegate****3-1.01**

The union may appoint one employee per building or department, when several departments are located in the same building, as union delegate whose duties consist in meeting with any employee of the said building or department who has a problem regarding his or her working conditions which may give rise to a grievance and accompany him or her to a meeting with his or her immediate superior as provided for in clause 9-1.01.

3-1.02

To this end, the board shall authorize, for a valid reason, the employee and the union delegate to temporarily interrupt their work, without loss of salary including applicable premiums, if any, or reimbursement. The request must specify the probable duration of their absence.

3-1.03

However, in the case where, in a building, there are three (3) or fewer employees in a bargaining unit, the union may appoint one delegate for more than one building included in its jurisdiction, which must not exceed a 1.6-kilometre radius.

3-1.04

The union may appoint a substitute for each union delegate.

Union Representative**3-1.05**

The union may appoint, on behalf of all employees members of the union, a maximum of three (3) union representatives, employees of the board.

3-1.06

The duties of a union representative consist in assisting an employee, once a grievance has been formulated, to obtain, where applicable, the information necessary for the meeting provided for in paragraph A) of clause 9-1.03, to represent an employee at this meeting and to represent all employees at the Labour Relations Committee.

However, employees other than those appointed by virtue of clause 3-1.05 may act as union representatives on the Labour Relations Committee.

Except when attending meetings of the Labour Relations Committee or the meeting provided for in paragraph A) of clause 9-1.03, only one union representative at a time may, in the performance of his or her duties, temporarily interrupt his or her work for a limited time, without loss of salary including applicable premiums, if any, or reimbursement, after having obtained permission from his or her immediate superior. Permission cannot be refused without a valid reason.

3-1.07

Should the union delegate and his or her substitute be unable to act or in their absence, a union representative may, after having obtained permission from his or her immediate superior, be absent from work, indicating the probable duration of his or her absence, to accompany an employee to the meeting prescribed in clause 9-1.01. Permission cannot be refused without a valid reason.

3-1.08

The union shall provide the board with the name of each union delegate and representative within fifteen (15) days of their appointment and shall also inform it of any change.

3-1.09

Nothing in the agreement shall prevent the union representative, in his or her dealings with the board or its representatives in the context of clause 3-1.06, from being accompanied by a union adviser. However, the board or its representatives must be advised of the presence of the adviser before the meeting is held.

A1 3-2.00 JOINT COMMITTEES

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

3-3.00 UNION LEAVES**3-3.01**

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

At the union's written request, sent 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 between the board and the union.

3-3.02

The employee or the union must notify the board at least fifteen (15) days before an employee's return to work. Upon the employee's return, he or she shall be reinstated in the position held on his or her departure, subject to the provisions of article 7-3.00.

If the position held by the released employee before his or her departure is affected by a movement of personnel, the provisions of article 7-3.00 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 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 day of absence per week or the equivalent if the needs of the department so permit.

3-3.04

At the union's written request, sent 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 their organizations.

The leaves 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. The union shall reimburse the board for the salary in all cases and the salary and cost to the board of the fringe benefits in the case of an employee released under 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 owing.

3-3.07

The employee thus released shall maintain the rights and privileges conferred on him or her by the agreement.

3-3.08

Notwithstanding clause 3-3.05, the union representative accompanied by the plaintiff shall be released from their work to attend arbitration sessions; as well, witnesses shall be released from their work for the time deemed necessary by the arbitrator. In the case of a collective grievance, only one plaintiff shall be released.

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

3-3.09

In the case where the provincial negotiating parties meet within the framework of clauses 2-2.02, 2-2.04, 6-1.13 and 6-1.14, the employees designated by the provincial negotiating union group, the number of which shall be agreed upon between the provincial negotiating parties, shall be released without loss of salary or reimbursement to attend these meetings.

3-3.10

The provincial negotiating parties shall set up a committee six (6) months before the date prescribed by law for the beginning of negotiations. The role of the committee shall be to study and establish the terms and conditions for the leave of absence, salary and reimbursement, if need be, of the authorized union agents to prepare and negotiate the next collective agreement.

A1 3-4.00 POSTING AND DISTRIBUTION

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

A1 3-5.00 UNION MEETINGS AND USE OF BOARD PREMISES FOR UNION PURPOSES

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

3-6.00 UNION DUES**3-6.01**

An amount equal to the dues established by union regulation or resolution shall be deducted by the board at each pay period. In the case of an employee hired after December 16, 2005, the board shall deduct said dues as well as the membership fee as of the first pay period.

3-6.02

Any change in the union dues shall take effect no later than thirty (30) days after the board 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 salary an amount equal to the special dues set by the union provided that it has received an advance notice of at least sixty (60) days. The terms and conditions for the deduction of these dues must first be agreed upon by the board and the union.

3-6.04

Each month, the board shall forward 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 the amount paid by each. In the case where a board provides the list of names in alphabetical order or forwards the dues more frequently, it shall continue to do so. The board and the union may agree that the board provide other information pertaining to the transfer 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 an employee regarding the union dues deducted from his or her salary under this article.

3-7.00 UNION SYSTEM**3-7.01**

Employees who are members of the union on December 16, 2005 and those who become members thereafter must so remain, subject to clause 3-7.03.

3-7.02

Any employee who is hired after December 16, 2005 must become a member of the union, subject to clause 3-7.03.

3-7.03

The fact that an employee is refused, expelled or resigns from the union shall in no way affect his or her employment ties with the board.

3-7.04

For the purpose of applying this article, the board shall give to the employee who is hired after December 16, 2005 an application form for membership in the union.

The board shall provide the union with this form duly completed by the employee within ten (10) days of his or her hiring.

A1 3-8.00 DOCUMENTATION

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

**CHAPTER 4-0.00 LABOUR RELATIONS COMMITTEE, INFORMATION,
PARTICIPATION IN THE GOVERNING BOARD AND
PARTICIPATION IN THE ADVISORY COMMITTEES ON SERVICES
FOR STUDENTS WITH HANDICAPS AND STUDENTS WITH SOCIAL
MALADJUSTMENTS OR LEARNING DISABILITIES**

4-1.00 LABOUR RELATIONS COMMITTEE

4-1.01

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

4-1.02

The committee shall have equal representation and shall be composed of a maximum of 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 only one vote.

4-1.03

The committee shall establish its rules of procedure and shall determine the frequency of its meetings.

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 under the terms of the agreement.

The committee may submit recommendations to the board on matters within its competence. A copy of every 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 covered by the agreement.

Employee Assistance Program

4-1.06

A board that decides to implement an employee assistance program shall consult the union on the program content within the framework of the Labour Relations Committee.

4-1.07

The employee assistance program shall contain provisions whereby the employee is free to participate therein. Confidentiality shall be ensured.

4-2.00 INFORMATION**4-2.01**

At least once every fiscal year, the board shall convene its employees to an information meeting concerning the policies and major objectives which concern them; this meeting shall normally be organized by department, building, school, adult education centre or vocational training centre during working hours at a time determined by the board. If among the employees present at the meeting there is no union delegate or representative, the employee acting as a delegate for the department or building concerned in accordance with clause 3-1.01 or 3-1.03, as the case may be, may attend without loss of salary including applicable premiums, if any, or reimbursement; if the union delegate and his or her substitute are unable to act or are absent, a union representative may attend the meeting without loss of salary including applicable premiums, if any, or reimbursement.

A1 4-2.02

Within sixty (60) days of April 30, 2006, the board shall send the union a copy of the organization chart in effect.

4-3.00 PARTICIPATION IN THE GOVERNING BOARD**4-3.01**

During the month of September each year, the members of the support staff of a school shall meet to elect a representative to the governing board. The representative may be a day care service employee.

The members of the day care service staff shall meet before or after such a meeting as a subgroup to elect a representative to the governing board.

4-3.02

Every two (2) years, the members of the support staff of an adult education centre or a vocational training centre shall meet to elect a representative to the governing board.

4-3.03

The meeting must be held during a working day at a time when most of the support staff members are present at work.

4-3.04

The representatives elected in accordance with this article may be absent from work without loss of salary, including applicable premiums, if any, or reimbursement to attend the meetings of the governing board.

4-4.00 PARTICIPATION IN THE ADVISORY COMMITTEES ON SERVICES FOR STUDENTS WITH HANDICAPS AND STUDENTS WITH SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES**4-4.01**

The union shall appoint, from among the employees concerned, a representative to the advisory committee on services for students with handicaps and students with social maladjustments or learning disabilities provided for in section 185 of the Education Act (R.S.Q., c.I-13.3).

4-4.02

The employee concerned shall participate in the meetings of the ad hoc committee set up by the school principal in order to ensure that each case is studied or that the progress of a student with handicaps or social maladjustments or learning disabilities is followed.

4-4.03

In the cases provided for in the preceding clauses, the employee may be absent from work without loss of salary, including applicable premiums, or reimbursement in order to participate in committee meetings.

CHAPTER 5-0.00 SOCIAL SECURITY**5-1.00 SPECIAL LEAVES****A1 5-1.01**

The board shall grant an employee a special leave without loss of salary on the following occasions:

- A) his or her marriage or civil union: seven (7) consecutive days, working days or not, including the day of the event;
- B) the marriage or civil union of his or her father, mother, brother, sister or child: the day of the event;
- C) the death of his or her spouse, child or spouse's child living with the employee: seven (7) consecutive days, working days or not, including the day of the funeral;
- 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) the change of domicile: the moving day; however, an employee shall not be entitled to more than one day off per year for this purpose;
- G) a maximum of three (3) working days per year to cover events considered as an act of God: disaster, fire or flood and other events considered as an act of God of the same nature which oblige an employee to be absent from work or any other reason which obliges the employee to be absent from work and for which the board and the union allow the employee to be absent without loss of salary.

In the cases provided for in the preceding paragraphs 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 lack 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.

Moreover, if in the cases referred to in the preceding paragraphs C), D) and E), there is a cremation or burial service following the funeral, the employee may avail himself or herself of the following option:

- Paragraph C) six (6) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend the cremation or burial service;
- Paragraph D) four (4) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend the cremation or burial service;
- Paragraph E) two (2) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend the cremation or burial service.

5-1.02

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

Moreover, as regards the regions for which premiums for regional disparities prescribed in article 6-9.00 are payable and the territory included between Tadoussac and the Moisie River, if it is necessary to cross the river, the union and the board may agree on an additional number of days.

5-1.03

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

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. 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 during the time when:

- A) the employee sits for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- B) the employee, by order of the public health department, 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) the employee, at the specific request of the board, 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 for any other reason not provided for in this article and which it deems valid.

A1 5-1.07

Within forty-five (45) days of April 30, 2006, the board shall establish, after consulting the union, a policy applicable to all categories of personnel concerning the closing of buildings during inclement weather.

In keeping with the preceding provisions, the board must ensure that all groups of employees at the board are treated in an equitable and comparable manner.

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

Notwithstanding the foregoing, the board may renew the policy in force on April 30, 2006 as long as it complies with this clause.

5-2.00 PAID LEGAL HOLIDAYS**A1 5-2.01**

The employees shall be entitled, without loss of salary, to thirteen (13) guaranteed paid legal holidays, during each fiscal year.

These paid legal holidays are listed hereinafter:

New Year's Day	Labour Day
January 2	Thanksgiving Day
Good Friday	Christmas Eve
Easter Monday	Christmas Day
Monday preceding May 25	Boxing Day
Fête nationale	New Year's Eve
Canada Day	

5-2.02

However, before July 1 of every year, after agreement with the union or with the group of unions concerned representing support personnel, the list found in clause 5-2.01 may be modified to allow a shutdown between Christmas and New Years Day. However, this change must take into account the school calendar and the categories of personnel involved.

5-2.03

In the case where the former collective agreement or a regulation or resolution of the board in effect in 1975-1976 or in the case where a regulation or resolution of the board in effect on December 16, 2005, if it is a first agreement, provided for a paid legal holiday plan, the application of which for any of the fiscal years of the agreement would have allowed a number of paid legal holidays greater than that provided for annually in clause 5-2.01, then the number of paid legal holidays provided for in clause 5-2.01 shall be increased for all the employees covered by this agreement and to whom clause 5-2.01 applies, for the year concerned, by taking the difference between the number of paid legal holidays obtained as a result of the application of the former plan for the year concerned and that provided for in clause 5-2.01.

This additional number of paid legal holidays shall be scheduled by the board before July 1 of each year, after consulting the union. This schedule must take into account the restrictions imposed by the school calendar.

5-2.04

The employee whose weekly day off according to his or her regular workweek coincides with one of the paid legal holidays prescribed in this article shall receive as a replacement a leave of an equal duration taken at a time that is suitable to both the employee and the board.

5-2.05

If a paid legal holiday falls on a Saturday or Sunday, the holiday shall be scheduled on the preceding or following working day, after consulting the union or all the unions concerned.

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 salary insurance benefit, to the difference between his or her full salary for this paid legal holiday and the benefit.

5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS**General Provisions****A1 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, subject to the transitory measures provided for in Appendix 21:

- A) any 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 at the board; the board shall pay its full contribution for this employee;
- B) subject to paragraph D) of clause 2-1.01, any 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 at the board; in this case, the board shall pay half of the contribution which would be payable for an employee referred to in paragraph A) above, the employee paying the remainder of the board's contribution in addition to his or her own contribution;
- C) subject to paragraph D) of clause 2-1.01, the temporary employee referred to in subparagraph b) of paragraph B) of clause 2-1.01.

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

A1 5-3.02

For the purpose of this article, the word "dependent" means the employee's spouse or dependent child. Dependent child is defined as follows: a child of an employee, of his or her spouse or of both or a child living with the employee for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the employee for his or her financial support and who is under eighteen (18) years of age; every such child under twenty-five (25) years of age who is a duly registered student attending a recognized institution of learning on a full-time basis, 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-sixth (26th) birthday, if he or she was a duly registered student attending a recognized institution of learning on a full-time basis and has remained continuously disabled ever since.

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 7-4.00 or an absence provided for in clause 5-4.20, 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.

A1 5-3.04

"Period of disability" means any continuous period of disability or any series of successive periods of disability separated by fewer than thirty-two (32)¹ days of actual full-time work or availability for such 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 purpose 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 and the salary insurance plan prescribed in the 2000-2002 collective agreement shall remain in force under the conditions prescribed therein until December 16, 2005.

The provisions of the health insurance plan prescribed in the 2000-2002 collective agreement shall be renewed in this agreement and shall continue to apply until the date prescribed by the Insurance Committee of the Centrale.

5-3.07

The life insurance plan prescribed in this agreement shall come into force on December 16, 2005.

Subject to paragraph A) of clause 5-3.44, the salary insurance plan prescribed in this agreement shall apply as of December 16, 2005.

The new health insurance plan shall come into force on the date set by the Insurance Committee of the Centrale.

¹ Read "eight (8) days" instead of "thirty-two (32) 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.

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 (HRDC) in the case of a registered plan shall be the exclusive property of the board.

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 retired employees, 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 retired employees;
- B) all disbursements, contributions and rebates pertaining to retired employees be computed separately and any additional contribution which may be payable by the employees by virtue of the extension to retired employees be clearly identified as such.

A1 5-3.11

The insurer selected for all plans, including the general group insurance plans (FAMR)¹ provided for in paragraph D) of clause 5-3.21, 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 purpose of selecting an insurer, the Insurance Committee of the Centrale, or the Centrale in the case of the general group insurance plans (FAMR)¹, 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, where applicable, and after making its choice, provide the Fédération and the Ministère with a report on such analysis and a statement giving reasons for its choice.

5-3.13

Each plan shall have only one premium calculation method, 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 only take effect 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 at least a sixty (60)-day advance written notice sent to the board.

¹ (FAMR): Fire, Accident and Miscellaneous Risk.

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 premium rates, to improve existing plans, or to be repaid directly to the participants by the insurer according to the formula determined by the committee or to grant a waiver of premiums. In this latter case, the waiver must be for at least four (4) months and it must be effective as of January 1 or end on December 31. The waiver must be preceded by at least a sixty (60)-day advance notice sent to the board.

For the purpose 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**A1 5-3.19**

- A) The board shall facilitate the implementation and application of the personal group insurance plans, in particular by:
- a) informing new employees;
 - b) registering new employees;
 - c) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
 - d) forwarding the deducted premiums to the insurer;
 - e) providing employees with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
 - f) transmitting information normally required of the employer by the insurer for settling certain compensations;
 - g) forwarding to the insurer the names of employees who have indicated to the board that they intend to retire.
- B) In the case of the general group insurance (FAMR)¹ provided for in paragraph D) of clause 5-3.21, the board shall merely forward the deducted premiums to the insurer.

5-3.20

On the one hand, the Ministère and the Fédération, and, on the other hand, the Centrale, agree to set up a committee to assess the administrative problems raised by the application of insurance plans. Moreover, any modification concerning the administration of the plans must be the subject of an agreement by the committee before it comes into effect. If such modification obliges the board to hire supernumerary employees or requires overtime, the costs shall be assumed by the union.

¹ (FAMR): Fire, Accident and Miscellaneous Risk.

Complementary Insurance Plans to Which the Board Does Not Contribute**A1 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 in 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 thirty (30) days after 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 full pay period following the date on which the board receives the notice of acceptance sent by the insurer.
- C) In the case of boards which have, on December 16, 2005, 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 one of the plans or policies must be made in accordance with the provisions concerning the provincial complementary plans and by adapting them accordingly;
 - 3) the union may choose to replace all the existing local plans by the provincial complementary plans. In this case, a notice of modification must be forwarded to the board at least sixty (60) days before it comes into force.

D) General Group Insurance (FAMR)¹

The Centrale may also determine the provisions of the general insurance plans (FAMR). The cost of these plans shall be borne entirely by the participants.

The employees referred to in clause 5-3.01 may benefit from payroll deduction of the insurance premiums for these plans.

Only paragraph K) of clause 5-3.31 shall apply to these general group insurance plans (FAMR).

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.

5-3.24

The provisions of clause .26 of Appendix C of the 1971-1975 agreement shall continue to apply for the duration of the agreement to the employees who benefited from such provisions on December 16, 2005.

¹ (FAMR): Fire, Accident and Miscellaneous Risk.

Basic Health Insurance Plan

5-3.25

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.

Moreover, if the committee deems it appropriate, the plan may cover all other expenses related to the treatment of the illness.

A1 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)¹ per year plus tax, where applicable;
- B) in the case of an individually insured participant: twenty-four dollars (\$24)¹ 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.
- D) The board's contribution to the health insurance plan shall be forwarded to the insurer each year in two (2) installments:
 - a) the first (1st) installment shall cover the period from January 1 to June 30 and shall be established by the insurer for all employees concerned by the pay period which includes April 1 and for whom this contribution must be made; this installment represents fifty percent (50%) of the board's contribution;
 - b) the second (2nd) installment shall cover the period from July 1 to December 31 and shall be established by the insurer for all employees concerned by the pay period which includes November 1 and for whom this contribution must be made; this installment represents fifty percent (50%) of the board's contribution.

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 under any other public or private, individual or group plan.

A1 5-3.29

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.

¹ The amounts of sixty dollars (\$60) referred to in paragraph A) and of twenty-four dollars (\$24) referred to in paragraph B) are respectively replaced by the following amounts:

	APRIL 1, 2005	APRIL 1, 2006	APRIL 1, 2007	APRIL 1, 2008	APRIL 1, 2009
PER YEAR	\$60.00	\$78.00	\$90.00	\$99.00	\$103.95
PER YEAR	\$24.00	\$31.20	\$36.00	\$39.60	\$41.60

Notwithstanding clause 5-3.01, the employee on leave without salary for twenty-eight (28) days or less shall remain covered by the plan. The insurer shall, upon the employee's return to work, adjust his or her premiums to take into account the total amount of the required premiums due during his or her leave, including the board's share.

Notwithstanding clause 5-3.01, the employee on leave without salary for more than twenty-eight (28) days shall remain covered by the plan. The insurer shall claim directly from the employee the total amount of the premiums due, including the board's share.

A1 5-3.30

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

he or she must establish to the satisfaction of the insurer that it is no longer possible for him or her to continue to be covered as a dependent under the current group insurance plan or of any other plan offering similar coverage.

When an employee submits his or her request to the insurer within thirty (30) days of the date on which his or her insurance coverage is terminated, having obtained an exemption, the insurance plan shall take effect on the date on which his or her coverage is terminated. If the request is submitted more than thirty (30) days after the coverage is terminated, the insurance plan shall take effect on the first day of the pay period following the date the request was received by the insurer.

In the case of a person who, prior to applying for health insurance, was not insured under the current 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.

A1 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 to the effect 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's participation terminates;
- F) the insurer must also forward at the same time to the Ministère and the Fédération a copy of every communication of a general nature sent to the boards or the insured;
- G) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- H) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information which may be required to test the accuracy of the retention calculation;

- I) any modification to the coverage and the resulting deduction at source for 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 on the date of the event if the request is made to the insurer within thirty (30) days of the event. Should the modification to the basic health insurance coverage be made more than thirty (30) days after the event, the modification shall take effect on the first day of the pay period following the date the request was received by the insurer.;
- J) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for an employee already in the employ of the board shall take effect on the first day of the full pay period following the date on which the board receives the notice of acceptance sent by the insurer.
- K) the insurer shall determine the total amount of the employee's premiums for each pay period and shall transmit it to the board by computerized listing so that the board can make the deduction.

Salary Insurance Plan

A1 5-3.32

- A) Subject to the provisions of this article and subject to article 7-4.00, every 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), where 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.

For the purpose of calculating benefits, an employee's salary is the salary rate he or she would receive if he or she were at work. For the purpose of applying this clause, the salary includes premiums for regional disparities in accordance with article 6-9.00.

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

- B) During a disability period, the board and a 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.

In exceptional cases, the board and the employee may agree on a gradual return to work before the thirteenth (13th) week.

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 or, in the case of a day care service employee, on the basis of his or her weekly working hours.

Upon the expiry of the period initially set for the gradual return, if the employee is unable to return to work for the duration of his or her regular workweek or, in the case of a day care service employee, his or her weekly working hours, the board and the employee may agree on another period of gradual return while complying with 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, where applicable, the Teachers Pension Plan (TPP) or the Civil Service Superannuation Plan (CSSP) 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 the pension plan without losing his or her rights. The provisions relating to the waiver of contributions are 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 7-4.00. However, the fact that an employee does not avail himself or herself of clause 5-3.45 cannot prevent the board from dismissing such an employee.

5-3.34

The benefits paid under clause 5-3.32 are reduced by the initial amount of any basic disability benefit paid to an employee under 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 (SAAQ), 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 SAAQ 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 ($\frac{1}{10}$) of a day from the bank of sick-leave days per day used under subparagraph a) of paragraph A) of clause 5-3.32 in the case of the employee who receives benefits from the SAAQ.

As of 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 meet all the obligations ensuing 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, where applicable, 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 under 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 under clause 5-3.32, notify the board of the amount of the weekly disability benefits 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 organizations, such as the SAAQ or the Régie des rentes du Québec (RRQ), 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

The payment of benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board provided that the employee submit the supporting documents as required in clause 5-3.38.

A1 5-3.38

The board may require that the employee who is absent because of disability provide a written certificate for absences of fewer 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 fewer 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 his or her usual place of work as defined in clause 7-3.34 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 his or her usual place of work as defined in clause 7-3.34 shall be borne by the board. If, in this case, the opinion of the physician chosen by the board differs from the employee's physician, the board and the union may, within thirty (30) days, agree on the choice of a third physician. If no agreement is reached within the said time limit, the board's physician and the employee's physician shall agree on the choice of a third physician within a reasonable time limit.

The third physician, without restricting the scope of his or her mandate and complying with the code of ethics, shall take into account the opinions of the two (2) physicians and his or her decision cannot be appealed.

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 nonexistence 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 every year, the board shall credit each employee covered by this article with seven (7) days of sick leave. 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 in effect on that date per day or per 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 same 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, upon 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 under 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 shall 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 clauses 8-2.01 or 8-2.02, as the case may be.

5-3.43

Subject to paragraph A) of clause 5-3.44, disabilities for which payment is being made on December 16, 2005 shall remain covered under the plan provided for in this article.

The effective date of the beginning of the disability period shall not be modified by the coming into force of a new plan, unless the employee meets the requirements of clause 5-3.04.

The disabled employee who is not entitled to any benefits on December 16, 2005 shall be covered by the new plan upon his or her return to work when he or she commences a new disability period.

A1 5-3.44

- A) The employee who, on June 30, 2003, is governed by the provisions of paragraph .36 b) of Appendix C of the 1971-1975 agreement shall so remain. However, when the employee withdraws from the plan, he or she shall maintain the right to be reimbursed for the value of redeemable days accumulated on June 30, 2003 in accordance with the provisions of the agreements in effect prior to the 1971-1975 agreement or a regulation of the board having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days is determined by taking into account the years of service before and after June 30, 2003.

This value shall be determined according to the salary on June 30, 2003 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 2003. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

- B) The employee who benefited up to June 30, 1998 from redeemable sick-leave days shall maintain the right to be reimbursed for the value of the redeemable days accumulated on June 30, 1998 in accordance with the provisions of the agreements in effect prior to the 1971-1975 agreement or a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days is determined by taking into account the years of service before and after June 30, 1998.

This value shall be determined according to the salary on June 30, 1998 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1998. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

- C) The employee who benefited up to June 30, 1995 from redeemable sick-leave days shall maintain the right to be reimbursed for the value of the redeemable days accumulated on June 30, 1995 in accordance with the provisions of the agreements in effect prior to the 1971-1975 agreement or a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days is determined by taking into account the years of service before and after June 30, 1995.

This value shall be determined according to the salary on June 30, 1995 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1995. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

- D) The employee who benefited up to June 30, 1990 from redeemable sick-leave days shall maintain the right to be reimbursed for the value of the redeemable days accumulated on June 30, 1990 in accordance with the provisions of the agreements in effect prior to the 1971-1975 agreement or a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days is determined by taking into account the years of service before and after June 30, 1990.

This value shall be determined according to the salary on June 30, 1990 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1990. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

- E) The employee who benefited up to June 30, 1986 from redeemable sick-leave days shall maintain the right to be reimbursed for the value of the redeemable days accumulated on June 30, 1986 in accordance with the provisions of the agreements in effect prior to the 1971-1975 agreement or a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days is determined by taking into account the years of service before and after June 30, 1986.

This value shall be determined according to the salary on June 30, 1986 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1986. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

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

This value shall be determined according to the salary on June 30, 1983 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1983. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

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

This value shall be determined according to the salary on June 30, 1980 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1980. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

- H) The employee who benefited up to June 30, 1976 from redeemable sick-leave days shall maintain the right to be reimbursed for the value of the redeemable days accumulated on June 30, 1976 in accordance with the provisions of the agreements in effect prior to the 1971-1975 agreement or a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days is determined by taking into account the years of service before and after June 30, 1976.

This value shall be determined according to the salary on July 1, 1976 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1976. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

- I) The employee who benefited up to June 30, 1973 from redeemable sick-leave days shall maintain the right to be reimbursed for the value of the redeemable days accumulated on July 1, 1973 in accordance with the provisions of former applicable agreements or a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days is determined by taking into account the years of service before and after July 1, 1973.

This value shall be determined according to the salary on July 1, 1973 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1973. These provisions shall not however have the effect of modifying the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

5-3.45

- A) The value of the redeemable sick-leave days to an employee's credit may be used to pay for the cost of buying back previous years of service as prescribed in the pension plan provisions.

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

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

The redeemable sick-leave days to the employee's credit under clause 5-3.44 on December 16, 2005 shall be considered used when used under this clause and under the other provisions of this article.

- B) The employee may use the nonredeemable sick-leave days to his or her credit, at a rate of one day per day, to extend her or his disability leave after having exhausted the benefits prescribed in subparagraph c) of paragraph A) of clause 5-3.32 and for a leave prescribed in article 5-4.00, provided that he or she has already exhausted his or her redeemable sick-leave days (except those prescribed in clause 5-3.40).

5-3.46

The sick-leave days to an employee's credit on December 16, 2005 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 under clause 5-3.40 of the agreement;
- B) after having used up the days mentioned in subparagraph A), the other redeemable days to the employee's credit;
- C) after having used up the days in subparagraphs A) and B), the nonredeemable days to the employee's credit.

5-3.47

Subject to the provisions of the following paragraph, every employee who benefits from paragraph A) of clause 5-3.40 may use up to two (2) days per year for personal business upon a notice sent to the board at least twenty-four (24) hours in advance.

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

Maternity leave or adoption leave allowances shall be paid only as a supplement to parental insurance benefits or employment insurance benefits, as the case may be, or, in the cases prescribed hereinafter, as payments during a period of absence for which the Québec Parental Insurance Plan or the Employment Insurance Plan shall not apply.

However, maternity leave or adoption leave allowances shall be paid only during the weeks the employee receives, or would receive upon request, benefits under the Québec Parental Insurance Plan.

However, maternity leave or adoption leave allowances shall be paid only during the weeks the employee receives benefits under the Employment Insurance Plan.

In the case where the employee shares the adoption or parental benefits prescribed by the Québec Parental Insurance Plan with his or her spouse, allowances shall be paid only if the employee actually receives benefits from this plan during the maternity leave prescribed in clause 5-4.05 or the adoption leave prescribed in clause 5-4.29.

5-4.02

Where both parents are women, the allowances and benefits granted to the father shall be granted to the mother who did not give birth.

5-4.03

The board shall not reimburse an employee for an amount that could be claimed from the employee by the Minister de l'Emploi et de la Solidarité sociale under the Act respecting parental insurance.

Moreover, the board shall not reimburse an employee for an amount that could be claimed from the employee by Human Resources and Social Development under the Employment Insurance Act, where the employee's income exceeds one and a quarter (1 ¼) times the maximum insurable earnings.

The basic weekly salary¹, the deferred basic weekly salary¹ and severance payments shall not be increased or decreased by the amounts received under the Québec Parental Insurance Plan or the Employment Insurance Plan.

5-4.04

Unless specifically provided otherwise, this article cannot result in granting an employee a benefit, monetary or nonmonetary, which he or she would not have had had he or she remained at work.

Section II Maternity Leave**5-4.05**

A) A pregnant employee eligible for the Québec Parental Insurance Plan shall be entitled to a maternity leave of twenty-one (21) weeks' duration which, subject to clauses 5-4.07 and 5-4.08, must be consecutive.

A pregnant employee eligible for the Employment Insurance Plan shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clauses 5-4.07 and 5-4.08, must be consecutive.

A pregnant employee who is ineligible for either of these plans shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clauses 5-4.07 and 5-4.08, must be consecutive.

B) The employee who becomes pregnant while on a leave of absence without salary or a partial leave without salary provided for in this article shall also be entitled to a maternity leave and to the allowances prescribed in clauses 5-4.12, 5-4.13 and 5-4.14, as the case may be.

C) Should the employee's spouse die, the remainder of the maternity leave and the inherent rights and benefits shall be transferred to the employee.

D) The employee whose pregnancy is terminated after the beginning of the twentieth (20th) week preceding the due date shall also be entitled to maternity leave.

5-4.06

The distribution of the maternity leave, before and after the birth, shall be decided by the employee and shall include the day of the birth. However, the leave of the employee eligible for the Québec Parental Insurance Plan shall be concurrent with the period during which benefits are paid under the Act respecting parental insurance and must begin no later than the week following the start of benefit payments under the Québec Parental Insurance Plan.

¹ For the sole purpose of this article, "basic weekly salary" shall mean the employee's regular salary including the regular salary supplement for a regularly increased workweek as well as the premiums for responsibility but excluding other premiums and without any additional remuneration even for overtime.

5-4.07 Suspension of Maternity Leave

An employee who has sufficiently recovered from her delivery but whose child must remain in the health establishment may interrupt her maternity leave by returning to work. The leave shall be completed when the child is brought home.

Moreover, when an employee has sufficiently recovered from delivery and the child is hospitalized after leaving the health institution, the employee may suspend her maternity leave, after agreement with the board, by returning to work for the period during which the child is hospitalized.

5-4.08 Division of Maternity Leave

Upon request from the employee, the maternity leave may be divided into weeks if her child is hospitalized or if she is absent due to an accident or an illness not related to the pregnancy or due to a situation covered by section 79.8 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the maternity leave can be suspended shall correspond to the number of weeks the child is in the hospital. If the employee is absent due to an accident or an illness not related to the pregnancy or due to a situation covered by section 79.8 of the Act respecting labour standards, the maximum number of suspension weeks of the maternity leave shall correspond to the number of whole weeks during which the situation exists, up to a maximum of fifteen (15) weeks in the first instance and six (6) weeks in the second instance.

During such suspensions, the employee is considered on leave without salary and shall not received any allowances or benefits from the board. During the suspension, the employee shall be entitled to the benefits prescribed in clause 5-4.44.

5-4.09

When the employee resumes the suspended or divided maternity leave as prescribed in clauses 5-4.07 and 5-4.08, the board shall pay the employee the allowance to which she would have been entitled had she not availed herself of the suspension or division; this allowance shall be paid for the number of weeks remaining as prescribed in clauses 5-4.12, 5-4.13 or 5-4.14, as the case may be.

5-4.10 Extension of Maternity Leave

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 extend her maternity leave if her state of health or that of the child requires it. The duration of the extended maternity leave shall be specified in the medical certificate that must be provided by the employee.

During the extensions, the employee is considered on leave without salary and shall not receive any allowance or benefit from the board. During these periods, the employee shall be entitled to the benefits prescribed in clause 5-4.16 for the first six (6) weeks and in clause 5-4.44 thereafter.

5-4.11 Advance Notice

To obtain a maternity leave, an employee must give written notice to the board not less than two (2) weeks before the date of departure. The advance notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and the expected date of delivery.

Less than two (2) weeks' notice may be given if a medical certificate attests that the employee must stop working earlier than expected. In case of unforeseen events, the employee shall not be required to give notice, subject to submitting a medical certificate to the board stating it is necessary to stop working immediately.

5-4.12 Cases Eligible for the Québec Parental Insurance Plan

- A) An employee who has accumulated twenty (20) weeks of service¹ and who is eligible for benefits under the Québec Parental Insurance Plan, shall also be entitled to receive, during her twenty-one (21) weeks of maternity leave, a benefit equal to the difference between ninety-three percent (93%)² of her basic weekly salary and the amount of maternity or parental benefits she is receiving, or would receive upon request, from the Québec Parental Insurance Plan.

The allowance is based on the Québec Parental Insurance Plan benefits to which an employee is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interests, penalties and other amounts recoverable under the Act respecting parental insurance.

However, an employee who works for more than one employer shall receive an allowance equal to the difference between ninety-three percent (93%) of the basic salary paid by the board and the amount of the Québec Parental Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by the board in relation to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of her employers a statement of the weekly salaries paid by each employer, together with the amount of benefits payable under the Act respecting parental insurance.

- B) The board may not offset, by the allowance that it pays to the employee on maternity leave, the reduction in the benefits under the Québec Parental Insurance Plan attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall pay the compensation if the employee proves that the salary earned from another employer is usual salary by means of a letter to that effect from the employer paying it. If the employee proves to the board that only part of the salary earned from said employer is usual, compensation shall be limited to that part.

The employer paying the usual salary prescribed in the preceding paragraph must, at the employee's request, produce such a letter.

- C) The total amounts received by the employee during her maternity leave as Québec Parental Insurance Plan benefits, allowances and salary may not exceed ninety-three percent (93%) of the basic weekly salary paid by the board or, where applicable, her employers (including the board).

5-4.13 Cases Eligible for the Employment Insurance Plan but Ineligible for the Québec Parental Insurance Plan

An employee who has accumulated twenty (20) weeks of service³ and who is eligible for benefits under the Employment Insurance Plan but is not eligible for benefits under the Québec Parental Insurance Plan is entitled to receive during her maternity leave:

- A) for each week of the waiting period prescribed by the Employment Insurance Plan, an allowance equal to ninety-three percent (93%)⁴ of her basic weekly salary;

¹ An employee on a leave shall accumulate service if her leave is authorized, in particular in the case of disability, and includes a benefit or salary.

² Ninety-three percent (93%): this percentage is based on the fact that an employee in this situation is exempt from making contributions to the pension plans and to the Québec Parental Insurance Plan equivalent, on average, to seven percent (7%) of her salary.

³ An employee on leave shall accumulate service if her leave is authorized, in particular in the case of disability, and involves a benefit or salary.

⁴ Ninety-three percent (93%): this percentage is based on the fact that an employee on maternity leave is exempt from making contributions to the pension plans or to the Employment Insurance Plan, equivalent, on average, to seven percent (7%) of her salary.

- B) for each week following the period prescribed in paragraph A), an allowance equal to the difference between ninety-three percent (93%) of her basic weekly salary and the amount of maternity or parental benefits she is receiving under the Employment Insurance Plan up to the end of the twentieth (20th) week of maternity leave; this allowance is based on the employment insurance benefits to which an employee is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interests, penalties and other amounts recoverable under the Employment Insurance Plan.

However, an employee who works for more than one employer shall receive an allowance equal to the difference between ninety-three percent (93%) of the basic salary paid by the board and the amount of the employment insurance benefits corresponding to the proportion of the basic weekly salary paid by the board in relation to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of her employers a statement of the weekly salary paid by each employer, together with the amount of benefits paid by Human Resources and Social Development (HRSD).

Moreover, should HRSD reduce the number of weeks of employment insurance benefits to which the employee would have been entitled had she not received employment insurance benefits before her maternity leave, the employee shall continue to receive, for a period equivalent to the weeks subtracted by HRSD, the allowance prescribed in the first subparagraph of this paragraph as if the employee had received employment insurance benefits during that period.

- C) Paragraphs B) and C) of clause 5-4.12 shall apply to this clause with the necessary changes.

5-4.14 Cases Ineligible for the Québec Parental Insurance Plan and the Employment Insurance Plan

An employee excluded from receiving benefits under the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from receiving any allowance prescribed in clauses 5-4.12 and 5-4.13. However:

- A) a full-time employee who has accumulated twenty (20) weeks of service shall be entitled to an allowance equal to ninety-three percent (93%)¹ of her basic weekly salary for twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.
- B) a part-time employee who has accumulated twenty (20) weeks of service² shall be entitled to an allowance equal to ninety-five percent (95%) of her basic weekly salary, for a period of twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory. If the part-time employee is exempt from making contributions to the pension plans and to the Québec Parental Insurance Plan or the Employment Insurance Plan, the percentage of allowance shall be set at ninety-three percent (93%) of her basic weekly salary.

5-4.15 In the Cases Prescribed in Clauses 5-4.12, 5-4.13 and 5-4.14

- A) No allowance may be paid during the vacation period for which the employee is paid.
- B) In the case of the employee eligible under the Québec Parental Insurance Plan, unless the applicable salary payment system is on a weekly basis, the allowance owing shall be paid at two (2)-week intervals. The first installment need only be paid fifteen (15) days after the board receives proof that she is receiving employment insurance benefits from the Québec Parental Insurance Plan. For the purposes of this paragraph, a statement of benefits, a stub or information provided by the Ministère de l'Emploi et de la Solidarité sociale by means of a computerized statement shall be considered as admissible proof.

¹ Ninety-three percent (93%): this percentage is based on the fact that an employee on maternity leave is exempt from making contributions to the pension plans, to the Québec Parental Insurance Plan or the Employment Insurance Plan, equivalent, on average, to seven percent (7%) of her salary.

² An employee on a leave shall accumulate service if her leave is authorized, in particular in the case of disability, and involves a benefit or salary.

In the case of the employee eligible under the Employment Insurance Plan, the allowance owing for the first two (2) weeks shall be paid by the employer in the first two (2) weeks of the leave. Unless the applicable salary payment system is on a weekly basis, the allowance owing after that date shall be paid at two (2)-week intervals, the first payment being due, in the case of an employee eligible for benefits under the Employment Insurance Plan, only fifteen (15) days after the employer obtains proof that she is receiving employment insurance benefits. For the purposes of this paragraph, a statement of benefits, a stub or information provided by HRSD to the employer by means of a computerized statement shall be considered as admissible proof.

- C) Service shall be calculated with all the employers in the public and parapublic sectors (public service, education, health and social services), health and social services agencies, all bodies for which, by law, the salary standards and scales are determined according to conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

Moreover, the requirement of twenty (20) weeks of service contained in clauses 5-4.12, 5-4.13 and 5-4.14 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 an employee who holds a part-time position or, in the case of a day care service, an employee who holds a full-time position is the average basic weekly salary she received during the last twenty (20) weeks preceding her maternity leave. If, during that period, the employee received benefits based on a certain percentage of her regular salary, it is understood that, for calculation purposes, her basic weekly salary during her maternity leave is the basic salary on the basis of which such benefits were established.

As well, any period during which the employee on a special leave as provided for in clause 5-4.20 does not receive any benefits from the Commission de la santé et de la sécurité du travail (CSST) shall be excluded for the purpose of calculating her average basic weekly salary.

If the twenty (20)-week period preceding the maternity leave of an employee who holds a part-time position or, in the case of a day care service, an employee who holds a full-time position includes the date on which the salary rates and scales are increased, 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 that date according to the adjustment formula of the applicable salary scale.

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

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

- E) In the case where the employee is temporarily laid off, the maternity leave benefits to which she is entitled under the agreement and paid by the board shall terminate as of the date on which the employee is laid off.

Subsequently, in the case where the employee is reinstated in her position or is recalled, as the case may be, pursuant to the provisions of the agreement, the maternity leave benefits shall be reestablished as of the date on which the employee is reinstated in her position or other employment by virtue of her right of recall.

The weeks during which the employee has received maternity leave benefits and the weeks included in the layoff period shall be deducted from the number of weeks to which she is entitled under clauses 5-4.12, 5-4.13 or 5-4.14, as the case may be, and the maternity leave benefits shall be re-established for the number of weeks remaining under clauses 5-4.12, 5-4.13 or 5-4.14, as the case may be.

5-4.16

During the maternity leave and during the first six (6) weeks of extensions prescribed in clause 5-4.10, the employee, insofar as she is normally entitled to it, shall benefit from the following:

- life insurance plan;
- health insurance plan, provided she pay her share;
- accumulation of vacation or payment made in lieu thereof;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of active service for the purpose 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 such deferral no later than two (2) weeks before the expiry of the said maternity leave.

5-4.17

The maternity leave may be of a lesser duration than prescribed in clause 5-4.05. If the employee returns to work within the two (2) weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

5-4.18

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

The employee to whom the board has sent such notice must report to work upon the expiry of the maternity leave, unless such leave be extended as provided for in clause 5-4.49.

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

5-4.19

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

Section III Special Leaves Regarding Pregnancy and Breastfeeding**Provisional Assignment and Special Leaves****5-4.20**

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

When the board receives a request for a preventive reassignment, it shall immediately inform the union giving the name of the employee and the reasons supporting the request for preventive reassignment.

An employee assigned to another position shall retain all the rights and privileges associated with the regular position.

If she is not immediately reassigned, the employee is entitled to special leave beginning immediately. Unless a temporary assignment occurs subsequently to put an end to the special leave, the special leave ends, for an employee who is pregnant, on the date of delivery and, for an employee who is breastfeeding, at the end of the period of breastfeeding. However, for an employee eligible for benefits payable under the Act respecting parental insurance whose special leave began on or after January 1, 2006, the special leave shall end the fourth (4th) week prior to the expected date of delivery. This assignment shall occur prior to the application of the sequences to follow when filling temporarily vacant positions provided for in article 7-1.00, except for paragraphs A) and B) and the application of the priority for filling those positions granted to the employee temporarily or periodically laid off as prescribed in clause 7-2.09.

During the special leave provided for in this clause, the employee's allowance is governed by the provisions of the Act respecting occupational health and safety (R.S.Q., c.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 forthcoming allowance, based on the anticipated payments. If the CSST pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made in accordance with clause 6-11.03 until the amounts overpaid are reimbursed. If the employee exercises her right to apply for a review of the CSST decision or to contest it before the Commission des lésions professionnelles (CLP), the reimbursement cannot be payable until the administrative review decision of the CSST or, where applicable, the CLP's decision has been rendered.

In addition to the preceding provisions, at the employee's request, the board must study the possibility of temporarily changing, without loss of rights, the duties of the employee assigned to a cathode-ray screen so as to reduce her working time at the cathode-ray screen to a maximum of two (2) hours per half-day and of assigning her to other duties which she is reasonably capable of performing for the remainder of her working time.

Other Special Leaves

5-4.21

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 fourth (4th) week preceding the due date at which time the maternity leave shall begin;
- b) upon presentation of a medical certificate prescribing the duration, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date;
- c) for visits with a health care professional related to the pregnancy and attested to by a medical certificate or a written report signed by a midwife. The employee shall be granted a special leave with salary for a maximum of four (4) days which may be taken in half-days.

5-4.22

During the special leaves provided for in clauses 5-4.20 and 5-4.21, the employee shall be entitled to the benefits provided for in clause 5-4.16, insofar as she is normally entitled to them, and to those provided for in clause 5-4.19.

Moreover, the employee referred to in clause 5-4.21 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of paragraph c) of clause 5-4.21, the employee must first have used up the four (4) days mentioned in this paragraph.

Section IV Other Parental Leaves

Paternity Leave

5-4.23 Paternity Leave with Salary

An employee shall be entitled to a leave with salary for a maximum period of five (5) working days for the birth of his child. The employee shall be entitled to the leave if his spouse miscarries after the beginning of the twentieth (20th) week preceding the due date. While the leave need not be continuous, it must be taken between the beginning of the delivery and the fifteenth (15th) day following the mother's or the child's return home.

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

A female employee whose spouse delivers a child shall also be entitled to such leave if she is deemed to be one of the child's mothers.

5-4.24

During the paternity leaves provided for in clause 5-4.23, the employee shall be entitled to the benefits provided for in clause 5-4.16, insofar as he is normally entitled to them, and to those provided for in clause 5-4.19.

5-4.25 Paternity Leave Without Salary

Upon the birth of his child, an employee is also entitled to a paternity leave without salary of no more than five (5) weeks, which, subject to clauses 5-4.26 and 5-4.27, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52nd) week following the week of the child's birth.

During this paternity leave, the employee is covered by clause 5-4.44.

The employee must inform the board as soon as possible of the moment when he foresees taking his paternity leave.

A female employee whose spouse delivers a child shall also be entitled to such leave if she is deemed to be one of the child's mothers.

5-4.26 Suspension of the Paternity Leave

When the child is hospitalized, the employee may interrupt his paternity leave, upon agreement with the board, and return to work for the duration of the hospitalization.

5-4.27 Division of the Paternity Leave

Upon request from the employee, the paternity leave may be divided into weeks if his child is hospitalized or if the employee is absent due to an accident or an illness or due to a situation covered by section 79.8 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the paternity can be suspended shall correspond to the number of weeks the child is in the hospital. If the employee is absent due to an accident or an illness or due to a situation covered by section 79.8 of the Act respecting labour standards, the maximum number of suspension weeks shall correspond to the number of whole weeks during which the situation exists, up to a maximum of fifteen (15) weeks in the first instance and six (6) weeks in the second instance.

During such suspensions, the employee is considered on leave without salary and shall not received any allowances or benefits from the board. During this period, the employee shall be covered by clause 5-4.44.

5-4.28 Extension of Paternity Leave

The employee who sends the board, before the end of his paternity leave, a notice with a medical certificate confirming that the state of health of the child so requires it, is entitled to an extension of his paternity leave. The duration of this extended paternity leave shall be specified in the medical certificate.

During the extension, the employee is considered on leave without salary and shall not receive any allowance or benefit from the board. During this period, the employee shall be covered by clause 5-4.44.

Leaves for Adoption and Leaves of Absence Without Salary for Adoption Purposes

5-4.29 Adoption Leave

The employee who legally adopts a child, other than his or her spouse's child, is entitled to a maximum of ten (10) weeks of adoption leave which, subject to clauses 5-4.30 and 5-4.31, must be taken consecutively. To be granted a leave, the employee must make a request in writing to the board at least two (2) weeks in advance.

The leave of an employee eligible for the Québec Parental Insurance Plan benefits must be concurrent with the period during which benefits are paid under the Act respecting parental insurance and must begin no later than the week following the start of parental insurance payments.

The leave of an employee ineligible for the Québec Parental Insurance Plan benefits must be taken after the order of placement of the child, or the equivalent in the case of an international adoption, in accordance with the adoption plan or at another time agreed upon with the board.

5-4.30 Suspension of the Adoption Leave

When the child is hospitalized, the employee may suspend the adoption leave, upon agreement with the board, and return to work for the duration of the hospitalization.

5-4.31 Division of the Adoption Leave

Upon request from the employee, the adoption leave may be divided into weeks if the child is hospitalized or if the employee is absent due to an accident or an illness or due to a situation covered by section 79.8 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the adoption leave can be suspended shall correspond to the number of weeks the child is in the hospital. If the employee is absent due to an accident or an illness or due to a situation covered by section 79.8 of the Act respecting labour standards, the maximum number of suspension weeks shall correspond to the number of whole weeks during which the situation exists, up to a maximum of fifteen (15) weeks in the first instance and six (6) weeks in the second instance.

During such suspensions, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. During this period, the employee shall be covered by clause 5-4.44.

5-4.32

When the employee resumes the suspended or divided adoption leave as prescribed in clauses 5-4.30 and 5-4.31, the board shall pay the employee the allowance to which he or she would have been entitled had he or she not availed himself or herself of the suspension or division; this allowance is paid for the number of weeks remaining as prescribed in clause 5-4.29.

5-4.33 Extension of the Adoption Leave

An employee who, before the expiry date of his or her adoption leave, sends the board a notice accompanied by a medical certificate attesting that the state of health of the child so requires it, shall be entitled to extend his or her adoption leave for the duration indicated in the medical certificate.

During the extended leave, the employee shall be considered on leave without salary and shall not receive any allowances or benefits from the board. During this period, the employee shall be covered by clause 5-4.44.

5-4.34 Cases Eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan

During the ten (10) weeks of adoption leave provided for in clause 5-4.29, the employee shall receive an allowance equal to the difference between his or her basic weekly salary and the amount of benefits he or is receiving, or would receive upon request, under the Québec Parental Insurance Plan.

During the ten (10) weeks of adoption leave provided for in clause 5-4.29, the employee shall receive an allowance equal to the difference between his or her basic weekly salary and the amount of benefits he or is receiving under the Employment Insurance Plan.

This allowance is based on the Québec Parental Insurance Plan or the Employment Insurance Plan benefits, as the case may be, to which an employee is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance or the Employment Insurance Plan.

However, an employee who works for more than one employer shall receive an allowance equal to the difference between one hundred percent (100%) of his or her basic weekly salary paid by the board and the amount of the Québec Parental Insurance Plan or the Employment Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by the board in relation to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of his or her employers a statement of the weekly salary paid by each employer, together with the amount of benefits payable under the Act respecting parental insurance or the Employment Insurance Plan.

5-4.35

The board may not offset, by the allowance that it pays to the employee on adoption leave, the reduction in benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall pay the allowance if the employee proves that the salary earned from another employer is usual salary by means of a letter to that effect from the employer paying it. If the employee proves that only part of the salary earned from said employer is usual, compensation shall be limited to that part.

The board paying the usual salary prescribed in the preceding paragraph must, at the employee's request, produce such a letter.

The total amounts received by the employee during his or her adoption leave as Québec Parental Insurance Plan or Employment Insurance Plan benefits, allowances and salary may not exceed one hundred percent (100%) of the basic weekly salary paid by the board or, where applicable, his or her employers.

5-4.36 Cases Ineligible for the Québec Parental Insurance Plan and the Employment Insurance Plan

An employee who is not entitled to adoption benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan and who adopts a child other than his or her spouse's child shall receive, during the adoption leave provided for in clause 5-4.29, a benefit equal to his or her basic weekly salary.

5-4.37 Leave for the Purposes of Adopting the Spouse's Child

An employee who legally adopts his or her spouse's child is entitled to a maximum of five (5) working days of leave, of which only the first two (2) shall be paid.

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

5-4.38

During the adoption leave prescribed in clauses 5-4.29 and 5-4.37, the employee is entitled to the benefits prescribed in clause 5-4.16, insofar as she or he is normally entitled to them, and in clause 5-4.19.

5-4.39

The board must forward to the employee, during the fourth (4th) week preceding the termination date of the adoption leave, a notice indicating the termination date of the said leave.

The employee to whom such a notice is sent must report to his or her place of work upon the termination of his or her leave for adoption, unless the leave has been extended in the manner provided for in clause 5-4.43.

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

5-4.40 In the Cases Prescribed in Clauses 5-4.34 and 5-4.36

- A) No allowance may be paid during a period of vacation for which the employee is paid.
- B) In the case of the employee eligible under the Québec Parental Insurance Plan, unless the applicable salary payment system is on a weekly basis, the allowance owing shall be paid at two (2)-week intervals. The first installment need only be paid fifteen (15) days after the board receives proof that he or she is receiving employment insurance benefits from one of the two plans. For the purposes of this paragraph, a statement of benefits, a stub or information provided by the Ministry de l'Emploi et de la Solidarité sociale or by HRSD to the board by means of a computerized statement shall be considered as admissible proof.

In the case of the employee eligible under the Employment Insurance Plan, the allowance owing for the first two (2) weeks shall be paid by the employer in the first two (2) weeks of the leave. Unless the applicable salary payment system is on a weekly basis, the allowance owing after that date shall be paid at two (2)-week intervals, the first payment being due, in the case of an employee eligible for benefits under the Employment Insurance Plan, only fifteen (15) days after the board obtains proof that he or she is receiving employment insurance benefits. For the purposes of this paragraph, a statement of benefits, a stub or information provided by HRSD to the board by means of a computerized statement shall be considered as admissible proof.

- C) The basic weekly salary of an employee who holds a part-time position or, in the case of a day care service, an employee who holds a full-time position is the average basic weekly salary he or she received during the last twenty (20) weeks preceding the adoption leave. If, during that period, the employee received benefits based on a certain percentage of his or her regular salary, it is understood that, for calculation purposes, his or her basic weekly salary during the adoption leave is the basic salary on the basis of which such benefits were established.

If the twenty (20)-week period preceding the adoption leave of an employee who holds a part-time position or, in the case of a day care service, an employee who holds a full-time position includes the date on which the salary rates and scales are increased, 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 adoption leave includes this date, the basic weekly salary changes as of that date according to the adjustment formula of the applicable salary scale.

For the purposes of calculating his or her average basic weekly salary, the twenty (20)-week period preceding the employee's adoption leave shall exclude layoffs.

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

- D) In the case where the employee is temporarily laid off, the adoption leave benefits to which he or she is entitled under the agreement and paid by the board shall terminate as of the date on which the employee is laid off.

Subsequently, in the case where the employee is reinstated in his or her position or is recalled, as the case may be, pursuant to the provisions of the agreement, the adoption leave benefits shall be re-established as of the date on which the employee is reinstated in his or her position or other employment by virtue of his or her right of recall.

The weeks during which the employee has received adoption leave benefits and the weeks included in the layoff period shall be deducted from the number of weeks to which the employee is entitled under clause 5-4.29 and the adoption leave benefits shall be re-established for the number of weeks remaining under clauses 5-4.34 and 5-4.36.

5-4.41

Leave Without Salary for Adoption Purposes

An employee shall be entitled to a maximum ten (10)-weeks leave without salary to adopt a child, other than his or her spouse's child, beginning on the date on which the employee assumes full legal responsibility for the child. To be granted a leave, the employee must make a request in writing to the board at least two (2) weeks in advance.

The employee who travels outside Québec to adopt a child, other than his or her spouse's child, shall be granted, for that purpose and upon a written request submitted to the board two (2) weeks in advance, where possible, a leave of absence without salary for the time necessary for such travel. However, the adoption leave shall end no later than the week following the start of benefit payments under the Québec Parental Insurance Plan or Employment Insurance Plan, as the case may be, and the prescriptions in clause 5-4.29 shall apply.

During the leave without salary for adoption purposes, the employee is entitled to the benefits for full-time or part-time leave without salary prescribed in clause 5-4.43.

5-4.42

If no adoption results from the leave for adoption purposes for which the employee received the allowance paid as prescribed in clauses 5-4.34 and 5-4.36, the employee shall be considered as having taken his or her leave without salary as prescribed in clause 5-4.41 and he or she shall reimburse the allowance or salary received.

Full-time or Part-time Leave of Absence Without Salary for Maternity, Paternity or Adoption

5-4.43

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 an employee who wishes to extend either one of the leaves for adoption shall benefit from one of the two options listed hereinafter under the conditions stipulated therein:

- A) a full-time leave of absence without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the employee chooses and ends no later than seventy (70) weeks following the birth or, in the case of an adoption, seventy (70) weeks 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 prescribed in clause 5-4.05, a paternity leave prescribed in clause 5-4.23, or a leave for adoption prescribed in clause 5-4.29.

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 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 procedures 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 or parapublic 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 one 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 one of the aforementioned leaves, the request must specify the date of return to work.

5-4.44

During the leave of absence without salary, the employee shall accumulate seniority and retain experience. He or she shall continue to participate in the applicable basic health insurance plan by paying his or her portion of the premiums for the first fifty-two (52) weeks of leave and all premiums for the remainder of the leave. Moreover, he or she may continue to participate in applicable supplemental insurance plans, provided he or she so requests at the beginning of the leave and pays all premiums and taxes on these amounts, if applicable.

An 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 rules applicable to an employee in 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 fifty-two (52) weeks of a leave without salary or a part-time leave without salary.

5-4.45

An 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.

5-4.46

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 (2) weeks before the termination of the leave. Failing which, he or she shall be considered as having resigned.

5-4.47

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 fifty-two (52) weeks, such notice shall be submitted at least thirty (30) days in advance.

Upon 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

5-4.48

A part-time or full-time leave without salary for a maximum of one year shall be granted to an employee whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. In this case, the fifth subparagraph of paragraph B) of clause 5-4.43 shall apply except as regards the maximum duration of the leave without salary, which cannot exceed one 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 so that he or she may be with his or her child or his or her spouse's child to fulfill obligations relating to the health, safety or education of the 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.

Section V Miscellaneous Provisions

5-4.49

The employee who is entitled to a premium for regional disparities under the agreement shall receive the premium for the duration of her maternity leave provided for in section II.

Similarly, the employee who is entitled to a premium for regional disparities under the agreement shall receive this premium during the weeks he or she is entitled to benefits, as the case may be, as provided for in clause 5-4.29.

Notwithstanding the foregoing, the total amounts received by an employee as parental benefits or as employment insurance benefits, allowances and premiums may not exceed ninety-five percent (95%) of his or her basic salary and the premium for regional disparities.

5-4.50

Any benefit or allowance 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.

5-4.51

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 having used the maternity leave or the leave without salary or part-time leave without salary.

A1 5-5.00 PARTICIPATION IN PUBLIC AFFAIRS

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

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

Any absence with salary is comparable to active service for the purposes of computing vacation. However, the absence must not have the effect of deferring vacation to the following fiscal year, unless authorized by the board or as provided for under the agreement nor of paying a salary superior to the employee's annual salary.

5-6.03

Vacation shall not be reduced a result of one or more periods of disability the total duration of which shall not exceed two hundred and forty-two (242) workdays per fiscal year or a work accident or employment injury.

In the event that the total absence for disability exceeds two hundred and forty-two (242) workdays per fiscal year, the excess shall not constitute active service.

Notwithstanding 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 more than one fiscal year.

The month during which a new employee is hired or an employee leaves his or her position permanently shall count for one complete month of active service, provided that he or she worked 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 April 1 of each year, the board must consult the union or group of unions concerned before establishing a period of total or partial shutdown of its activities for a period not exceeding ten (10) working days, unless there is an agreement with the union, during which each employee must take all the vacation to which he or she is entitled or a portion equal to the shutdown period; the employee who is entitled to a number of days of vacation greater than the number of days used during the shutdown period shall take the additional days according to the following terms;
- B) before April 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, school, adult education centre or vocational training centre, where applicable.

Notwithstanding, the employee who holds a day care service position or a special education position must take his or her vacation when the students of the school or day care service are not present, as the case may be. An employee may also use them to defer or avoid a temporary layoff period or to advance his or her return to work following a temporary layoff;

- C) in all cases, the employee's choices shall be submitted to the board for approval and the latter shall take into account the needs of the office, department, school, adult education centre or vocational training centre involved; the board shall render its decision within thirty (30) days of the date mentioned in the preceding paragraph B) and, if the employee's choice is refused, he or she must choose new dates;
- D) once the vacation period has been approved by the board, a change is possible when requested by an employee if the needs of the office, department, school, adult education centre or vocational training centre permit and if the change does not affect the vacation periods of other employees.

5-6.06

The employee must take his or her vacation in periods of at least five (5) consecutive days, unless there is a written agreement to the contrary; any balance of less than five (5) days may be taken separately, subject to the boards approval. The board shall take into account the requirements of the office, department, school, adult education centre or vocational training centre concerned.

5-6.07

If a paid legal holiday coincides with an employee's vacation period, it shall be extended accordingly.

5-6.08

The employee on vacation shall continue to receive the salary regularly paid to him or her according to the provisions of article 6-11.00. However, the salary for the entire vacation period shall be paid to him or her before his or her departure.

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 an indemnity equal to the vacation acquired and not used.

5-6.10

Subject to the provisions of clause 5-6.11, the employee shall benefit from:

- 20 working days of vacation if he or she has less than 17 years of seniority on June 30 of the year of acquisition;
- 21 working days of vacation if he or she has 17 years or more of seniority on June 30 of the year of acquisition;
- 22 working days of vacation if he or she has 19 years or more of seniority on June 30 of the year of acquisition;
- 23 working days of vacation if he or she has 21 years or more of seniority on June 30 of the year of acquisition;
- 24 working days of vacation if he or she has 23 years or more of seniority on June 30 of the year of acquisition;
- 25 working days of vacation if he or she has 25 years or more of seniority on June 30 of the year of acquisition.

5-6.11

Subject to clause 5-6.03, an employee's active service during the year vacation was acquired was less than one year, he or she shall be entitled to a reduced number of vacation days as determined in the following table:

Table of accumulation of days of vacation

			Normal duration of vacation based on an 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 based on the days of active service during year of acquisition					
5	to	10	0.5	0.5	0.5	0.5	0.5	0.5
11	to	32	2.0	2.0	2.0	2.0	2.0	2.0
33	to	54	3.5	4.0	4.0	4.0	4.0	4.0
55	to	75	5.0	5.5	6.0	6.0	6.0	6.5
76	to	97	7.0	7.0	7.5	8.0	8.0	8.5
98	to	119	8.5	9.0	9.0	10.0	10.0	10.5
120	to	140	10.0	11.0	11.0	12.0	12.0	13.0
141	to	162	12.0	12.5	13.0	13.5	14.0	15.0
163	to	184	13.5	14.0	14.5	15.5	16.0	17.0
185	to	205	15.0	16.0	17.0	17.5	18.0	19.0
206	to	227	17.0	17.5	18.5	19.0	20.0	21.0
228	to	241	18.5	19.0	20.0	21.0	22.0	23.0
242	or more		20.0	21.0	22.0	23.0	24.0	25.0

5-6.12

However, employees in the service of the board on December 16, 2005 who, as a result of the application of clause 5-6.11 of the 1975-1979 agreement, benefited from a vacation plan where the number of vacation days is greater than that prescribed in clause 5-6.10 of this agreement, particularly as regards the number of days, shall continue to be entitled thereto for the duration of the agreement.

A1 5-6.13

An employee, absent from work due to disability or work accident, when he or she must take his or her vacation, may defer it to another date in the fiscal year or, if he or she does not return to work at the end of the fiscal year, to another date in a subsequent fiscal year, determined after agreement with the board. However, the board may require that the employee, prior to returning to work, take vacation from previous years that he or she had reported due to absence from work. When applicable, the replacement shall continue during these vacation days.

5-6.14

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 purpose of applying this article, “professional improvement” activities include one of the following three (3) types of professional improvement:

- A) organizational professional improvement includes all professional improvement activities required by the board, designed to increase knowledge, develop or acquire skills or techniques, modify an employee's work habits and improve the quality of administration at the board;
- B) occupational professional improvement includes all professional improvement activities designed to increase knowledge, develop or acquire skills or techniques, modify an employee's work habits and enable 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 includes courses or studies offered in a learning institution recognized by the Ministère excluding popular education courses.

5-7.03

Professional improvement is the responsibility of the board and the professional improvement programs shall be developed by the board in relation to its needs and to those of its employees.

5-7.04

Within thirty (30) days of the board's or union's written request, they shall set up a Professional Improvement Committee; such a committee shall be composed of three (3) representatives of the board and three (3) representatives of the union and shall establish appropriate rules for its internal management.

5-7.05

The board shall establish its professional improvement policy and programs in consultation with the Professional Improvement Committee; the board shall inquire about the employees' needs in professional improvement from the committee and the committee shall collaborate in preparing these 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 authorizes 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 that period.

5-7.10

The courses offered by the board, with the exception of popular education courses, shall be free of cost 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.

A1 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 sixty dollars (\$60)¹ 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 amount mentioned in the preceding paragraph shall be increased by fifty percent (50%) for an employee working in a school board under regional office no.01 (Bas Saint-Laurent, Gaspésie, Îles-de-la-Madeleine), no.08 (Abitibi-Témiscaming and Nord du Québec) or no.09 (Côte-Nord).

The board shall decide on the use of these amounts after consulting with 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.

A1 5-7.12

The amounts for professional improvement related to the implementation of a technological change within the meaning of article 8-7.00 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 Upgrading

- A) In order to enable employees to more adequately meet the requirements of the position to be filled within the framework of article 7-1.00, the professional improvement policy must provide for, subject to paragraph C), the setting up of a professional improvement program dealing specifically with the upgrading of secondary-level skills already acquired by tenured regular employees during their basic 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 enquiries through the Professional Improvement Committee as to the upgrading needs of its employees.

¹ The forty-five dollar (\$45) amount prescribed in the 2000-2002 collective agreement is valid until June 30, 2006.

- D) The nature, duration and frequency of the upgrading activities offered to employees shall be determined in consultation¹ with the Professional Improvement Committee.

A1 5-7.15

The board shall have available, for each fiscal year of the agreement, an amount equal to forty dollars (\$40)² per regular employee with a full-time position or the equivalent, according to the number established at the beginning of each fiscal year.

The amount mentioned in the preceding paragraph shall be increased by fifty percent (50%) for an employee working in a school board under regional office no. 01 (Bas Saint-Laurent, Gaspésie, Îles-de-la-Madeleine), no. 08 (Abitibi-Témiscamingue and Nord du Québec) or no. 09 (Côte-Nord).

The board shall decide on the use of the amounts and will give priority, in particular, to training and professional improvement of those employees with a position providing direct services to students. The amounts not used or not committed during a fiscal year shall be added to those provided for the following fiscal year.

Only clauses 5-7.01, 5-7.07 and 5-7.09 shall apply to the present clause.

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 final judgement 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) the employee has given the board a written account of the facts surrounding any claim made against him or her as soon as it is reasonably possible;
- B) the employee has not admitted responsibility with regard to such a claim;
- C) the employee surrender 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.

5-8.04

As soon as the civil responsibility of the board is admitted or established by a final judgement, 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 such belongings, the board shall only pay the employee the excess of the actual loss incurred after the compensation is paid by the insurer.

¹ or, if need be, according to the method of participation of employees prescribed by the Professional Improvement Committee.

² This amount is valid as of July 1, 2006.

5-8.05

Clause 5-8.01 applies 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.

A1 5-9.00 LEAVES WITHOUT SALARY

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

5-10.00 SABBATICAL LEAVE WITH DEFERRED SALARY PLAN**5-10.01**

The sabbatical leave with deferred salary plan allows an employee to have his or her salary spread over a determined period in order to benefit from a leave with salary; this plan can only apply in accordance with the law or the regulations.

5-10.02

For the purpose of this article, the word "contract" means the contract mentioned in Appendix 3 of the agreement.

5-10.03

Only regular employees shall be eligible for a sabbatical leave with deferred salary plan.

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

5-10.04

Upon an employee's written request, the board may grant him or her a sabbatical leave with deferred salary.

5-10.05

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

Duration of leave	Duration of participation in plan (contract)			
	2 years	3 years	4 years	5 years
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%

5-10.06

Following the leave, the employee must return to work for a period at least equal to that of the leave. The employee may return to work during or after the expiry of the contract.

5-10.07

The amounts of deferred salary cannot be paid at the time of retirement nor have the effect of deferring income tax.

5-10.08

The board and the employee shall sign, where applicable, the contract stipulating the terms and conditions of the leave.

5-10.09

The employee who obtained a sabbatical leave with deferred salary under a former collective agreement shall continue to be governed by those provisions and the applicable sabbatical leave with deferred salary plan until the expiry of the contract.

CHAPTER 6-0.00 REMUNERATION**6-1.00 CLASSIFICATION RULES****Determination of the Class of Employment on December 16, 2005****6-1.01**

The classification of an employee shall be that held on December 16, 2005.

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 duties that the employee is principally and customarily required to perform.

6-1.04

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

6-1.05

Subsequently, the employee shall be informed in writing 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 he or she must perform principally and customarily correspond to a class of employment which differs from the one 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 applies.

Change in Duties**A1 6-1.07**

The employee who claims that the duties 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 the settling of 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 such 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 with the board.

The fact that these changes occurred during the 2000-2002 collective agreement cannot invalidate the grievance as long as it was filed within thirty (30) working days of April 30, 2006.

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 must render his or her decision in keeping with the Classification Plan and must establish the similarity between the employee's characteristic duties and those provided for in the Classification Plan.

The monetary compensation prescribed in this article shall be calculated as provided for in clause 6-2.13.

6-1.09

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

- A) within twenty (20) working days of the arbitrator's decision, the provincial negotiating parties shall meet in order to determine a monetary compensation in the salary scales provided for in the agreement and agree, if need be, on the class of employment on which the said compensation shall be determined in accordance with clauses 6-1.06 and 6-1.07;
- B) failing an agreement, the union concerned by the arbitral decision may request that the arbitrator determine the monetary compensation by finding in the agreement a salary closest to a salary which corresponds to duties similar to those of the employee concerned in 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 the board has not reestablished the employee's duties to those prior to the grievance within thirty (30) days following the arbitrator's decision by virtue of clause 6-1.08 or 6-1.09, the employee shall obtain the class of employment corresponding to the duties that he or she performed principally and customarily.

6-1.11

When the board decides to maintain a position for which the arbitrator was not able to establish similarity under clause 6-1.09, it shall approach the provincial negotiating employer group to create a new class of employment which shall at least include the characteristic functions of the position. The procedures provided for in clauses 6-1.13 and 6-1.14 shall then apply.

6-1.12

As long as a new 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 while 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 term of the agreement and after consulting the provincial negotiating union group, new classes of employment are created by the provincial negotiating employer group or if the duties or qualifications of a class of employment are modified, the provincial negotiating parties shall determine the applicable salary rate on the basis of the rates provided for comparable positions in the public and parapublic sectors.

6-1.14

If, during the forty (40) working days following the notice of the creation of the new class of employment or the notification of a change made by the provincial negotiating employer group, there is no agreement with the provincial negotiating union group on the salary rate proposed by the provincial negotiating employer group, the provincial negotiating union group may then, within twenty (20) working days, 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 purpose 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 one of the following arbitrators:

Bastien, François
Bhérier, Jacques
Charlebois, Paul
Dufresne, Pierre N.
Ferland, Gilles
Tousignant, Lyse
Tremblay, Denis

or any person appointed by the provincial 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 the grievances among the arbitrators appointed pursuant to this clause. The procedure provided for in article 9-2.00 applies by making the necessary changes.

6-1.16

The time limits mentioned in this article are 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 assigned to him or her, taking into account his or her schooling and experience in accordance with this article.

6-2.02

The step usually corresponds to one complete year of recognized experience. It denotes the salary rate in the scales found in Appendix 1.

6-2.03

An employee who possesses only the minimum required qualifications specified in the Classification Plan to enter 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 the 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.

For the purpose of determining the step in a class of employment, experience must be relevant and must have been acquired with the board or with another employer in a class of employment of an equivalent or higher level than this class of employment, taking into account the qualifications required by the class of employment.

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 the schooling for the class of employment to which the employee belongs.

Advancement in Step**6-2.06**

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

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

This clause applies 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 that period for the purpose of determining the date of his or her advancement in step as well as for the purpose of advancement in step.

6-2.08

The period of time spent in a step shall usually be one year and each step shall correspond to one 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 be granted following the employee's annual performance evaluation, unless the employee's performance is 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 rests with the board.

6-2.11

The advancement of two (2) additional steps shall be granted on the advancement date when the employee has successfully completed professional improvement studies equivalent to one 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 required 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, the step in the new class of employment shall be determined according to the more advantageous of the following formulas:

A) a) Categories of Technical and Paratechnical Support and Administrative Support Positions

An employee shall be placed in the step in which the salary rate is immediately above the one 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 this increase has the effect of giving the employee 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) Category of Labour Support Positions

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

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

a) Categories of Technical and Paratechnical Support and Administrative Support Positions

An employee shall receive an increase determined as follows:

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

b) Category of Labour Support Positions

An employee shall receive an increase determined in the following manner:

- his or her overscale salary shall be 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 ten cents (\$0.10) per hour; the 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 class of employment or the employee shall retain his or her current salary rate if it 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 of employment.
- 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 of 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 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 he or she would have received had he or she not been demoted.

6-2.16

An employee who receives a lump sum under clauses 6-2.13 and 6-2.15 of the former collective agreement shall continue to do so in accordance with the clauses referred to and for the time specified therein.

This clause cannot result in modifying each party's rights and obligations as provided for in clauses 6-2.13 and 6-2.15 of the former collective agreement.

6-3.00 SALARY**Salary Scales and Rates****6-3.01**

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

6-3.02

The hourly rates and salary scales prescribed in the agreement renewed under section 5 of the Act respecting conditions of employment in the public sector (S.Q., 2005, chapter 43), which do not include the salary adjustments identified and paid in accordance with Chapter IX of the Pay Equity Act (R.S.Q., c. E-12.001), shall be rectified to take the adjustments into account.

6-3.03

The hourly rates and salary scales applicable to employees shall be increased¹ by two percent (2%) on April 1 of each of the years 2006, 2007, 2008 and 2009 in accordance with the application of Schedule 1 of the Act respecting conditions of employment in the public sector (S.Q., 2005, chapter 43).

The hourly rates and salary scales are found in Appendix I of the collective agreement.

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 classes of employment and changes in the Classification Plan.

Overrate or Overscale Employees**6-3.04**

Employees 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 salary scale maximum in effect for their class of employment shall receive on the date on which the salaries and salary scales are increased a minimum rate of increase equal to half of the percentage of increase applicable, on April 1 of the period concerned in relation to March 31 of the preceding year, to a single salary rate or a step situated at the maximum of the scale on March 31 of the preceding year corresponding to their class of employment.

6-3.05

If the application of the minimum rate of increase determined in clause 6-3.04 has the effect of placing, on April 1, an employee who was overscale or overrate on March 31 of the preceding year at a salary lower than the maximum step of the scale or single salary rate corresponding to his or her class of employment, the minimum rate of increase is brought to the percentage necessary to permit the employee to reach the step or single salary rate.

6-3.06

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 under clauses 6-3.04 and 6-3.05, is paid to him or her as a lump sum calculated on the basis of his or her salary rate on March 31.

6-3.07

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

Responsibility Premiums, Premiums for Regional Disparities and Other Premiums, Rates or Allowances**6-3.08**

The premiums, rates and allowances shall be increased by two percent (2%) on April 1 of each of the years 2006, 2007, 2008 and 2009 in accordance with the application of Schedule 1 of the Act respecting conditions of employment in the public sector (S.Q., 2005, chapter 43), except for:

- A) premiums and allowances expressed in percentage of salary;
- B) premiums and allowances that were not increased when the last provisions were negotiated and agreed upon at the provincial level.

The premiums, rates or allowances referred to in this clause are found in the agreement in the clauses mentioned hereinafter for the periods covered by the present clause:

- responsibility premiums referred to in paragraphs A), B), C) and D) of clause 6-4.01;
- premiums (evening and night) referred to in paragraphs A) and B) of clause 6-5.01;
- split shift premiums referred to in clause 6-5.02;
- annual isolation and remoteness premiums referred to in clause 6-9.02;
- rates (loan and rental of halls) referred to in paragraphs A) and B) of clause 6-10.01.
- rates (verification of furnaces) referred to in clause 6-8.11.

6-4.00 PREMIUMS**6-4.01 Responsibility Premiums****A) Lead Hand Premium**

The employee who, at the request of the board, acts as lead hand for a group of five (5) employees or more shall receive for each hour of work when he or she acts as such an hourly premium according to the rate in effect:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$0.81/hour	\$0.83/hour	\$0.85/hour	\$0.87/hour	\$0.89/hour

The premium does not apply to the employees whose class of employment involves the supervision of a group of employees.

B) Premium for Additional Responsibility

- a) The stationary engineer who principally and customarily supervises the installation of 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 according to the rate in effect:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$9.32/week	\$9.51/week	\$9.70/week	\$9.89/week	\$10.09/week

- b) The driver of heavy or light vehicles who exclusively transports handicapped students recognized as such by the board and who assists them in their transportation shall receive, in addition to the salary rate prescribed for his or her class of employment, an hourly premium according to the rate in effect:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$0.78/hour	\$0.80/hour	\$0.82/hour	\$0.84/hour	\$0.86/hour

C) Pipe Welder Premium

The welder who possesses the “high pressure welder certificate” issued by the Ministère du Travail and the Société québécoise de développement de la main-d’oeuvre or a certificate of competency in fitting and welding issued by the Ministère de l’Emploi et de la Solidarité sociale (Emploi Québec) 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 according to the rate in effect:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$1.33/hour	\$1.36/hour	\$1.39/hour	\$1.42/hour	\$1.45/hour

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

The caretaker assigned to a school (building) equipped with a steam heating system regulated by the Act respecting stationary engineers shall be entitled, in addition to the salary rate provided for in his or her class of employment, to a weekly premium, provided that he or she is in charge of operating and supervising the system and that he or she possesses the necessary certificate of competence. The premium shall be:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$9.46/week	\$9.65/week	\$9.84/week	\$10.04/week	\$10.24/week

6-5.00 OTHER PREMIUMS

6-5.01

A) Evening Shift Premium

The employee for whom half or more of the regular working hours are between 16:00 and 24:00 shall receive an hourly premium according to the rate in effect:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$0.60/hour	\$0.61/hour	\$0.62/hour	\$0.63/hour	\$0.64/hour

B) Night Shift Premium

The employee for whom half or more of the regular working hours are between 24:00 and 08:00 shall receive an hourly premium according to the rate in effect:

	Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
Night shift premium					
- 0 to 5 years of seniority ¹	11%	11%	11%	11%	11%
- 5 to 10 years of seniority ¹	12%	12%	12%	12%	12%
- 10 or more years of seniority ¹	14%	14%	14%	14%	14%

Premiums are considered or paid only when there is such an inconvenience.

The board and the union may agree to convert for an employee who holds a full-time position and who works on a regular night shift all or part of the premium prescribed above into paid time off, provided that this does not generate additional costs.

For the purpose of applying the preceding paragraph, the method for converting a night shift premium into paid time off shall be determined as follows:

- eleven percent (11%) equals twenty-two and six-tenth (22.6) days;
- twelve percent (12%) equals twenty-four (24) days;
- fourteen percent (14%) equals twenty-eight (28) days.

¹ For an employee not covered by the provisions of article 8-1.00, the term "seniority" is replaced by "duration of employment".

6-5.02 Split Shift Premium

A day care service technician or educator who must interrupt his or her work for a period exceeding the time scheduled for his or her meal or more than once a day shall receive a premium, in addition to his or her salary, based on the following rates:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$3.22/day	\$3.28/day	\$3.35/day	\$3.42/day	\$3.49/day

6-6.00 LODGING**6-6.01**

If, on December 16, 2005, an employee occupies lodging in a building belonging to the board, he or she shall continue to have the same benefits as in the past as long as he or she occupies the same position.

6-7.00 TRAVEL EXPENSES**6-7.01**

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 advantageous rate applicable to all unionized groups of the board.

6-7.02

In order to justify reimbursement, any travelling must be authorized by the competent authority.

6-7.03

The employee who uses his or her car shall be entitled to a reimbursement in accordance with the most advantageous rate applicable to all unionized groups of the board.

6-7.04

The other expenses, public transportation, taxis, parking, accommodations, and meals shall be reimbursed upon presentation of supporting vouchers in accordance with the norms established by the board at the rate prescribed in clause 6-7.01.

6-7.05

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 the public liability coverage is at least one hundred thousand dollars (\$100 000) for damages to another's property.

6-7.06

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 when the employee was assigned to the position, the possession of a vehicle as a subsequent requirement for this position shall not cause the employee concerned to lose his or her position or employment.

6-7.07

Subject to article 8-4.00, a tenured employee whose driver's license was lost or suspended and who cannot perform his or her duties in whole or in part shall obtain, upon written request to the board, a leave of absence without salary in accordance with article 5-9.00 for a period not exceeding twelve (12) months, unless the board can temporarily reassign the employee upon agreement with the union. In this case, the employee shall receive the salary corresponding to the new assignment.

6-7.08

The board shall not force an employee to transport heavy material or equipment which could damage or cause premature wear to his or her vehicle.

6-7.09

Travelling time in the service of the board must be considered as work time if the employee travels the same day, with the consent of the board, from one workplace to another within the territory of the board. Any travel outside the board territory shall be governed by the policies of the board.

6-8.00 VERIFICATION OF FURNACES**6-8.01**

Subject to clause 8-3.04, the board may require an employee, other than the employee mentioned in clause 6-6.01, to carry out the verification of furnaces on Saturdays, Sundays and paid legal holidays in accordance with the following provisions.

6-8.02

When the board decides to offer the verification of furnaces to employees, it shall obtain once a year a list of employees interested in carrying out these verifications by posting a notice of at least five (5) working days.

6-8.03

The board shall forward the list of interested employees to the union.

A1 6-8.04

For the purpose of applying clause 6-8.02, the board shall entrust the verification to employees registered on the list according to the following order:

- A) the caretaker or night caretaker assigned to the building, school, adult education centre or vocational training centre concerned;
- B) the class II maintenance worker assigned as an assistant caretaker to the building, school, adult education centre or vocational training centre concerned;
- C) another employee in the labour support staff category assigned to the building, school, adult education centre or vocational training centre concerned;
- D) another caretaker or night caretaker in the employ of the board;
- E) another class II maintenance worker in the employ of the board working as an assistant caretaker;
- F) another employee in the labour support staff category in the employ of the board.

The order of seniority shall prevail for each of the aforementioned steps.

6-8.05

An employee registered on the list shall agree to carry out the verifications required for the length of time mentioned in the notice. Should the employee be unable to carry out the verification for a short period of time for a valid reason, he or she must notify the board at least forty-eight (48) hours in advance.

In uncontrollable circumstances, the employee may waive the forty-eight (48)-hour notice.

6-8.06

The name of the employee who does not conform to clause 6-8.05 shall automatically be struck from the list.

6-8.07

Notwithstanding clause 6-8.05, an employee shall not be required to carry out the verification of furnaces if he or she is absent for a reason provided for in the agreement.

6-8.08

If the board is unable to have the required verifications carried out by the application of the preceding provisions, it may require any employee, other than the employee mentioned in clause 6-6.01, to carry out the verifications.

6-8.09

If the law or the regulations require that employees who perform work related to the verification or supervision of furnaces possess special qualifications, the preceding provisions apply only to employees who possess those qualifications.

6-8.10

Notwithstanding the foregoing, if on December 16, 2005, the verifications were carried out by employees other than those in the subcategory of maintenance and service staff, the board may continue to use these other employees.

6-8.11

The employee who is requested by the board to carry out the verification of furnaces shall receive for each visit to a school, adult education centre or vocational training centre, the following applicable amount:

Rate until	Rate 2006-04-01 to	Rate 2007-04-01 to	Rate 2008-04-01 to	Rate as of
2006-03-31	2007-03-31	2008-03-31	2009-03-31	2009-04-01
\$17.85/visit	\$18.21/visit	\$18.57/visit	\$18.94/visit	\$19.32/visit

When two (2) buildings of the same school or adult education centre are located more than one kilometre from one another, they shall be considered, for the purpose of this article, as two (2) distinct schools or two (2) distinct adult education centres.

6-8.12

Notwithstanding clause 6-8.11, the indemnity shall not be paid in the following cases:

- A) if the employee is absent from work on the preceding working day; however, if the employee is on a disability leave or a leave of absence with salary on the preceding working day, he or she may, subject to the other provisions of this article, carry out the verification if he or she notifies his or her immediate superior before noon on the preceding working day.
- B) if the employee is at school for any activity for which he or she is paid as provided for in the agreement, namely, loan and rental of halls or overtime; in no case shall the remuneration be less than that provided for in the first paragraph of clause 6-8.11.

6-8.13

The board and the union may agree on different terms and conditions regarding the verification of furnaces.

6-9.00 REGIONAL DISPARITIES**Section I Definitions****6-9.01**

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

A) Dependent

The spouse and dependent child¹ and any other dependent as defined in the Taxation Act provided that the latter resides with the employee. However, for the purpose 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 the employee lives.

Moreover, the fact that a child attends preschool or elementary school, recognized of public interest, in a locality other than the employees place of residence shall not remove his or her status of dependent when no school recognized of public interest, preschool or elementary, as the case may be, is accessible in the child's language of instruction (French or English) in the locality where the employee lives.

Point of Departure

Domicile in the legal sense of the word upon 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 already covered by this article changes board shall not modify his or her point of departure.

B) Sectors**Sector V**

Localities of Tasiujak, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit.

Sector IV

Localities of Wemindji, Eastmain, Waskaganish, Nemiscau, Inukjuak, Povungnituk, Umiujaq.

Sector III

- Territory located north of the 51° of latitude including Mistassini, Kuujjuak, Kuujjuarapik, Whapmagoostui, Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi, excluding Fermont and the localities specified in sectors V and IV;
- Localities of Parent, Sanmaur and Clova;
- Territory of the Côte Nord, extending east of Havre-Saint-Pierre, up to Labrador, including the Île d'Anticosti;

¹ Dependent child: a child of an employee, of an employee's spouse or of both or a child living with the employee and for whom adoption procedures have been undertaken, unmarried or not joined in a civil union and living or domiciled in Canada, who depends on the employee for his or her financial support and who is under eighteen (18) years of age; every child under twenty-five (25) years of age who is a duly registered student attending a recognized learning institution on a full-time basis or a child of any age who became totally disabled before reaching his 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.

Sector II

- Locality of Fermont;
- Territory of the Côte Nord, located east of the Moisie River up to Havre-Saint-Pierre inclusively;
- Locality of Îles-de-la-Madeleine.

Sector I

Localities of Angliers, Béarn, Belleterre, Chapais, Chibougamau, Duhamel, Fabre, Fugèreville, Guérin, Kipawa, Joutel, Laforce, Latulippe, Laverlochère, Lebel-sur-Quévillon, Lorrainville, Matagami, Moffet, Nédélec, Notre-Dame-du-Nord, Rémigny, Saint-Bruno de Guigues, Saint-Eugène de Guigues, Témiscaming, Ville-Marie and Winneway.

Section II Rates of Premiums**6-9.02**

The employee working in one of the sectors mentioned in clause 6-9.01 shall receive an annual isolation and remoteness premium according to the rates in effect:

		Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
	SECTORS	per year	per year	per year	per year	per year
With dependents	Sector V	\$16 621	\$16 953	\$17 292	\$17 638	\$17 991
	Sector IV	\$14 089	\$14 371	\$14 658	\$14 951	\$15 250
	Sector III	\$10 834	\$11 051	\$11 272	\$11 497	\$11 727
	Sector II	\$ 8 610	\$ 8 782	\$ 8 958	\$ 9 137	\$ 9 320
	Sector I	\$ 6 962	\$ 7 101	\$ 7 243	\$ 7 388	\$ 7 536
No dependents	Sector V	\$ 9 428	\$ 9 617	\$ 9 809	\$10 005	\$10 205
	Sector IV	\$ 7 993	\$ 8 153	\$ 8 316	\$ 8 482	\$ 8 652
	Sector III	\$ 6 773	\$ 6 908	\$ 7 046	\$ 7 187	\$ 7 331
	Sector II	\$ 5 739	\$ 5 854	\$ 5 971	\$ 6 090	\$ 6 212
	Sector I	\$ 4 869	\$ 4 966	\$ 5 065	\$ 5 166	\$ 5 269

Part-time employees working in one of the aforementioned sectors shall receive a premium in proportion to the hours worked in relation to the regular workweek provided for in clause 8-2.01 or clause 8-2.02, as the case may be.

6-9.03

The amount of the isolation and remoteness premium shall be adjusted in proportion to the time worked by the employee in the board's territory included in one of the sectors described in clause 6-9.01.

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

Subject to the first paragraph of this clause, the board shall cease to pay the premium provided for in clause 6-9.02 if the employee and his or her dependents deliberately leave the territory during a paid leave or absence for more than thirty (30) days, except annual vacation, paid legal holidays, sick leave, maternity leave, adoption leave or leave due to a work accident.

6-9.04

If both members of a couple work for the same board or if both work for two (2) different employers in the public or parapublic sector, only one of the two (2) may avail himself or herself of the premium applicable to the employee with dependents, if he or she has one or more dependents other than the spouse. If he or she has no dependent other than the spouse, each shall be entitled to the premium appearing in the “no dependents” scale, despite the definition of the term “dependent” found in clause 6-9.01.

Section III Other Benefits**6-9.05**

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 be situated in one of the sectors described in clause 6-9.01:

- A) the transportation expenses of the transferred 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:
 - two hundred and twenty-eight kilograms (228 kg) for each adult or each child twelve (12) years of age and over;
 - one hundred and thirty-seven kilograms (137 kg) for each child under the age of twelve (12);
- C) the cost of transporting the employee's furniture (including household utensils), if need be, other than those provided by the board;
- D) the cost of transporting the employee's vehicle, if need be, on land, by boat or by train;
- E) the cost of storing the employee's furniture, if need be.

The weight of two hundred and twenty-eight kilograms (228 kg) provided for in paragraph B) of this clause shall be increased by forty-five kilograms (45 kg) per year of active service during which the employee remained in the territory in the employ of the board. This provision shall cover the employee only.

The expenses incurred between the point of departure and the place of assignment shall be paid by the board or shall be reimbursed upon presentation of supporting vouchers.

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

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

The employee shall not be reimbursed for the expenses mentioned in this clause if he or she is in breach of contract to go work for another employer before the sixty-first (61st) calendar day of his or her stay in the territory unless the union and the board agree otherwise.

6-9.06

If the employee eligible for the provisions of paragraphs B), C) and D) of clause 6-9.05 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 the assignment began.

6-9.07

These expenses shall be payable provided that the employee is not reimbursed by another plan, such as the federal mobility assistance program plan to look for employment or his or her spouse has not received an equivalent benefit from his or her board or from another source and solely in the following cases:

- A) the employee's first assignment: from the point of departure to the place of assignment;
- B) a subsequent assignment or transfer at the request of the board or the employee: from one place of assignment to another;
- C) breach of contract, resignation or death of the employee: from the place of assignment to the point of departure; in the case of sectors II and I, reimbursement shall only be made proportionately to the time worked in relation to a period of reference established at one year, except in the event of death;
- D) when an employee obtains a leave of absence for educational purposes: from the place of assignment to the point of departure; in this case, the expenses mentioned in clause 6-9.05 shall also be payable to the employee whose point of departure is situated at fifty (50) kilometres or less from the locality where he or she performs his or her duties.

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

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

Section IV Outings**6-9.08**

The board shall pay directly or reimburse 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 the following outings for the employee and his or her dependents:

- A) for the localities of sector III, except for those listed in the following paragraph, the localities of sectors V and IV and the school municipality of Fermont: four (4) outings per year for the employee with no dependents and three (3) outings per year for employees with dependents;
- B) the localities of Clova, Havre-Saint-Pierre, Parent, Sanmaur and Îles-de-la-Madeleine: one outing per year.

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

In the cases provided for in paragraphs A) and B) of this clause, an outing may be used by a nonresident spouse or family member to visit the employee living in one of the localities mentioned in clause 6-9.01.

If an employee or one of his or her dependents must immediately leave his or her place of work situated in one of the localities mentioned in this clause because of an illness, accident or complication related to pregnancy, the board shall pay for the cost of the return flight. The employee must prove that it was necessary for him or her to leave immediately. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending nurse or physician shall be accepted as proof. The board shall also pay for the return flight of the person who accompanies the person who had to leave his or her workplace immediately.

The board shall authorize an employee to take a leave of absence without salary if one of his or her dependents must leave the locality immediately within the framework of the preceding paragraph to allow him or her to accompany his or her dependent, subject to the acquired rights in the special leaves.

The employee who originates from a locality situated more than fifty (50) kilometres from his or her place of assignment, who was recruited there and who gained the right to outings because he or she lived together in a conjugal relationship with an employee working in the public or parapublic sector shall continue to be entitled to the outings provided for in paragraphs A) and B) of this clause even if he or she loses the status of spouse within the meaning of the clause dealing with insurance.

6-9.09

The fact that the employee's spouse works for the board or another employer in the public or parapublic sector must not grant the employee a number of outings paid by the board which is greater than that provided for in the agreement.

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

Section V Reimbursement of Transit Expenses

6-9.10

The board shall reimburse the employee, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if need be) for himself or herself and for his or her dependents when he or she is hired and on any authorized trip provided for in clause 6-9.08, provided 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.

Section VI Death of the Employee

6-9.11

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.

Section VII Food Transportation

6-9.12

The employee who is unable to provide for his or her own food provisions in sectors V and IV as well as in the localities of Kuujuaq, Kuujuaaraapik, Whapmagoostui, Radisson, Mistassini, Waswanipi and Chisasibi because there is no source of supplies in his or her locality shall be paid for the food transportation costs up to the following weights:

- seven hundred and twenty-seven (727) kilograms per year per adult and child aged twelve (12) years or older;
- three hundred and sixty-four (364) kilograms per year per child under twelve (12) years old.

This benefit shall be paid in the following manner:

- A) either the board assumes responsibility for the transportation from the most accessible and most economical source in terms of transportation and pays the cost directly;
- B) or it pays the employee an allowance equal to the cost which would have been incurred under the first formula. Beginning in 2000, the employee who is reimbursed for food transportation costs shall also be entitled every year on March 1 to an additional allowance equal to sixty-six percent (66%) of the food transportation costs incurred for the preceding calendar year.

Section VIII Vehicle at an Employee's Disposal

6-9.13

In all localities where private vehicles are prohibited, the placement of vehicles at the disposal of employees could be the subject of an agreement between the board and the union.

Section IX Lodging

6-9.14

The obligations and practices of the board to provide lodging for the employee at the time of hiring shall be maintained only for the locations where they already existed.

The rent charged to the employees who benefit from lodging in sectors V, IV, III and the locality of Fermont shall be maintained at its June 30, 2003 rate.

At the union's request, the board shall explain its lodging policy. Moreover, at the union's request, it shall provide information on its existing maintenance practices.

Section X Retention Premium

6-9.15

An employee working in the localities of Sept-Îles (including Clarke City), Port-Cartier, Gallix and Rivière Pentecôte shall receive a retention premium equal to eight percent (8%) of the annual salary.

Section XI Provisions of Former Collective Agreements

6-9.16

In the event of benefits greater than the current plan for regional disparities resulting from the application of the former collective agreement or recognized administrative practices, they shall be renewed with the exception of the following elements of the agreement:

- the retention premium;
- the definition of "point of departure" found in clause 6-9.01;
- the rates of premiums and the calculation of the premium for the employee in a part-time position provided for in clause 6-9.02;
- the reimbursement of expenses related to moving and outings of the employee recruited from outside Québec provided for in clauses 6-9.05 and 6-9.08;
- the number of outings when the employee's spouse works for the board or an employer in the public or parapublic sector provided for in clause 6-9.08;
- the food transportation prescribed in clause 6-9.12.

6-10.00 LOAN AND RENTAL OF HALLS

6-10.01

When the board decides to assign work to its employees within the framework of this article, the employee to whom the board assigns the task outside of his or her regular working hours shall be paid according to the following provisions:

- A) for the opening of the school and rooms used, supervision during the activity and the closing of the school and rooms used:

Rate until	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
2006-03-31	2006-03-31	2008-03-31	2009-03-31	2009-04-01
\$14.58/hour	\$14.87/hour	\$15.17/hour	\$15.47/hour	\$15.78/hour

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

Rate until	Rate 2006-04-01 to	Rate 2007-04-01 to	Rate 2008-04-01 to	Rate as of
2006-03-31	2007-03-31	2008-03-31	2009-03-31	2009-04-01
\$17.10/hour	\$17.45/hour	\$17.80/hour	\$18.15/hour	\$18.52/hour

- C) if the regular rate of the employee concerned is higher, the regular rate shall apply;
- D) the salary rates calculated according to the preceding paragraphs A) and B) shall be increased by eleven percent (11%) to take into account fringe benefits such as: paid legal holidays, the salary insurance plan and sick-leave days. With respect to vacation, the employee shall be subject to the provisions of the applicable laws. If the employee is already entitled to the provisions of article 5-6.00 of the agreement, the rate of eleven percent (11%) shall be increased to fifteen percent (15%).

A1 6-10.02

For the purpose of applying clause 6-10.01, if the board decides to assign work related to the loan and rental of halls to an employee, it shall do so in the following order:

- A) the caretaker or night caretaker assigned to the building, school, adult education centre or vocational training centre concerned;
- B) the class II maintenance worker assigned as an assistant caretaker to the building, school, adult education centre or vocational training centre concerned;
- C) another employee in the labour support staff category assigned to the building, school, adult education centre or vocational training centre concerned;
- D) another caretaker or night caretaker in the employ of the board;
- E) another class II maintenance worker in the employ of the board working as an assistant caretaker;
- F) another employee in the labour support staff category in the employ of the board;
- G) another employee of the board.

The order of seniority shall prevail for each of the aforementioned steps.

6-10.03

An employee's minimum remuneration for a day, under this article, shall equal, for each period covered by the agreement, the sum of the amounts prescribed in paragraphs A) and B) of clause 6-10.01 for one hour of work.

6-10.04

The claim duly signed by the employee and approved by the board shall be paid within a maximum period of one month.

6-10.05

The board cannot be required to assign work prescribed in this article to an employee if this results in the employee working a number of weekly hours greater than the workweek prescribed in the Act respecting labour standards or the inherent regulations.

6-10.06

However, the board and the union may agree on different terms and conditions regarding the loan and rental of halls.

A1 6-11.00 PAYMENT OF SALARY**6-11.01**

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT**A1 7-1.00 MOVEMENT OF PERSONNEL****Section I General Provisions**

This section applies to the general sector and to the sector providing direct services to students subject to the provisions of sections II and III.

7-1.01

When a position becomes permanently vacant, the board shall have a period of twenty-five (25) working days in which to decide to:

- fill the position;
- abolish the position;
- modify the position.

Once the board has made its decision, it shall inform the union of its decision within ten (10) working days.

Then, the board shall immediately proceed according to clause 7-1.03.

7-1.02

The assignment by the board of the duties of an abolished position to other employees cannot create an excessive workload or endanger the health and safety of the employees.

The fact that an abolished position causes an employee to principally and customarily perform duties corresponding to a class of employment different from his or her own must be the subject of a written agreement between the board and the union and, in this case, clauses 6-1.03, 6-1.04 and 6-1.05 apply.

Failing an agreement, the employee may file a grievance according to the procedure 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 conferred under clauses 6-1.03, 6-1.08 and 6-1.09.

Sequence to Follow When Filling a Permanently Vacant or Newly Created Position**7-1.03**

Subject to article 7-3.00, when the board decides to fill a permanently vacant or newly created position, it shall proceed in the following order:

- A) it shall fill the position by choosing, in the same class of employment, from among the surplus employees, the surplus members of the support staff in its employ, the tenured employees benefiting from a right to return under article 7-3.00 or clause 7-4.20 and the employees benefiting from a right to reintegrate their municipal territory following an amalgamation, annexation or restructuring of their board;
- B) it shall fill the position by choosing, regardless of the class of employment, from among the surplus employees and the surplus members of the support staff in its employ;
- C) subject to clause 7-1.21, it shall address all its employees by posting a notice in accordance with clause 7-1.12;
- D) it shall choose from among the regular employees laid off for less than two (2) years;
- E) it shall contact the Bureau régional de placement which may refer a surplus member of the support staff from another school board;
- F) it shall fill the position by choosing from among the members of the management staff in its employ in surplus by virtue of and within the meaning of the document governing their working conditions;

- G) it shall fill the position by choosing from among the temporary employees registered on the priority of employment lists prescribed in article 2-3.00 who have completed one (1) year of service recognized on this list;
- H) it shall fill the position by choosing from among the employees covered by Chapter 10-0.00 who have completed their probation period. The employee shall be covered by this paragraph for a period of eighteen (18) months after his or her layoff;
- I) it shall fill the position by choosing from among the temporary employees registered on the priority of employment lists prescribed in article 2-3.00 without taking into account the duration of employment or regardless of the classes of employment;
- J) it may offer the position to an external candidate whose qualifications are superior to those of the candidate refused in one of the steps prescribed in this clause.

Terms and Conditions of the Sequence to Follow When Filling a Permanently Vacant or Newly Created Position

7-1.04

When an employee benefiting from the right to reintegrate his or her municipal territory within the framework of paragraph A) of clause 7-1.03 refuses a position offered within this context, he or she shall then lose all the rights inherent to his or her right to reintegrate his or her municipal territory.

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

7-1.05

The employee or person demoted as a result of the application of paragraph B) of clause 7-1.03 shall benefit from the provisions of clauses 7-3.09, 7-3.25 and 7-3.29.

7-1.06

In exceptional cases, 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 purpose of acquiring tenure.

The same applies for the purpose of applying paragraph D) of clause 7-1.03 to a regular laid-off employee who had a part-time position prior to his or her layoff and who obtains a full-time position.

In keeping with paragraph C) of clause 7-1.03, this clause can apply only after the three (3)-month adaptation period provided for in clause 7-1.16.

7-1.07

The employee referred to in paragraphs G), H) and I) of clause 7-1.03 who cannot retain his or her position during the probation period is deemed to stay a temporary employee registered on the priority of employment list or an employee covered by Chapter 10-0.00, as the case may be, without loss of rights and without resulting in additional benefits.

In this context, the employee referred to in paragraphs G) and I) of clause 7-1.03 is reinstated on the priority of employment list according to the duration of employment he or she had acquired prior to obtaining a position as prescribed in clause 7-1.03, the foregoing subject to the terms and conditions of the priority of employment list.

In this context, the employee referred to in paragraph H) of clause 7-1.03 shall return to his or her former position or shall resume his or her layoff period, as the case may be, thus cancelling any movement of personnel due to the fact that a position was obtained under clause 7-1.03, the foregoing subject to the provisions contained in articles 10-1.00 or 10-2.00.

7-1.08

Any movement resulting from the application of paragraphs B), E) and F) of clause 7-1.03 cannot constitute a promotion or have the effect of assigning to the person selected a salary scale the maximum of which is higher than that of his or her salary scale before being placed in surplus or before acquiring a status equivalent to that of a surplus employee.

Qualifications and Requirements**7-1.09**

In the cases provided for in the present article, the employee or person concerned must have the required qualifications and meet the other requirements determined by the board.

If the board establishes requirements other than those specified in the Classification Plan, those requirements must be in keeping with the position to be filled.

7-1.10

Pursuant to clause 7-1.03, if more than one candidate has the required qualifications and meets the other requirements determined by the board, the board shall proceed according to the order of seniority in the case of employees referred to in paragraphs A), B), C), D) and E) or according to the duration of employment in the case of employees referred to in paragraphs G) and H).

Compensating for Schooling**7-1.11**

As an exception to the provisions of clause 7-1.09, failing sufficient schooling, relevant experience shall compensate at a ratio of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the relevant years of experience to a candidate's credit must remain sufficient in order to meet the qualifications required for the class of employment in terms of experience. This rule of exception applies to the subcategory of paratechnical support positions, the category of administrative support positions and the category of labour support positions.

However, employees already holding positions in the subcategory of technical support shall be considered as possessing the required qualifications with regard to the class of employment held.

Posting**7-1.12**

Among other things, the notice of posting includes:

- a summary description of the position or the specific position;
- a summary of the work schedule;
- the title of the class of employment;
- the immediate superior's title;
- the salary scale or rate;
- the required qualifications and other requirements determined by the board;
- the duration of the regular workweek or the number of weekly working hours when a day-care service position is posted;
- the name of the department, school, adult education centre or vocational training centre.

The notice also includes the deadline for submitting an application as well as the name of the person to whom it must be forwarded.

In keeping with clause 7-1.20, the posting must also include the following conditions and characteristics:

- the original position held by the regular employee assigned to a specific position shall continue to be held by this employee for the first twenty-four (24) months, subject to the application of article 7-3.00;
- the specific position becomes a regular position if it is maintained beyond the first twenty-four (24) months;

- in such a case, the position shall be granted to the employee who held the specific position concerned.

This notice shall be posted for at least ten (10) working days and a copy shall be forwarded to the union.

The employee interested in the posting, whether it involves a promotion, transfer or demotion, shall submit an application according to the method prescribed by the board; he or she may also, for information purposes, obtain any other additional information concerning the description of the duties to be performed.

7-1.13

When the board offers a position to an employee, the employee must give his or her reply to the person responsible for the posting within forty-eight (48) hours of the offer. Should the employee refuse the position, the board shall offer the position to the next eligible employee.

7-1.14

Within twenty (20) working days of the end of the posting, the person responsible for the posting shall forward his or her recommendation to the competent authority. The competent authority must appoint an employee as soon as possible. Within the same time limit, the board shall forward to the union the names of the candidates and their seniority and shall indicate the candidate selected.

7-1.15

An employee shall assume his or her duties within fifteen (15) working days of his or her appointment. Failing this, the board shall grant the class of employment and the conditions pertaining to the new position as if he or she had assumed his or her duties.

The preceding paragraph does not apply to a probationary employee who must have completed his or her probation period before his or her appointment to the new position can take effect.

Subject to the preceding paragraphs, the employee assigned on a regular basis to a position shall receive the title of the class of employment and the inherent salary as of his or her assignment.

Adaptation Period

7-1.16

At any time during the three (3)-month adaptation period following a promotion, if the board determines that the employee does not carry out his or her duties adequately, it shall notify the union and return the employee to his or her former position. In the event of arbitration, the burden of proof lies with the board.

The promoted employee may decide to return to his or her former position within thirty (30) days of the promotion.

The application of the preceding paragraphs shall cancel any movement of personnel resulting from the promotion and the employee concerned shall not be entitled to the income protection granted for a demotion. An employee may, in this respect, again become available and may be sent back to his or her original board, where applicable.

Lists of Eligibility

7-1.17

The board may continue to draw up eligibility lists for promotion to certain classes of employment according to the terms and conditions provided for in former collective agreements.

Administrative Reorganization

7-1.18

In the case of an administrative reorganization, the board and the union may agree on special rules pertaining to the movement of personnel.

7-1.19

Notwithstanding the provisions of this chapter, the board may, at any time, with the consent of the union, carry out other reassignments for administrative reasons, subject to paragraph K) of clause 7-3.08 or of paragraph J) of clause 7-3.24. These reassignments shall take place within the same class of employment.

Specific Position**7-1.20**

Before creating a specific position, the board must consult the union. The consultation must deal with the nature, duration and staff required for the project as well as its source of financing.

When the board decides to fill a specific position created at the moment of applying security of employment for each sector, it shall proceed as prescribed in clause 7-1.03. If the position is created after the first day of class, the board shall proceed according to clause 7-1.22 or clause 7-1.25 depending on the sector concerned.

The original position held by the regular employee assigned to a specific position shall continue to be held by this employee for the first twenty-four (24) months, subject to the application of article 7-3.00.

When the board decides to fill a temporarily vacant position because the incumbent is assigned to a specific position, it shall proceed according to clause 7-1.22 or clause 7-1.25 depending on the sector concerned.

Section II Special Provisions – General Sector

This section applies exclusively to positions other than the positions in special education and day care service.

Filling a Permanently Vacant or Newly Created Position**7-1.21**

Notwithstanding clause 7-1.01, the board may defer the posting to the following posting period. Posting periods shall take place in July, November and February or at other times agreed by the board and the union.

Vacant positions for which the posting was deferred to July 1 and which are not filled by the application of article 7-3.00 must be posted no later than the first day of class.

Moreover, any newly created position or any position that becomes permanently vacant after the application of article 7-3.00 and before the first day of class can be posted in one posting or offered in an assignment session. To that end, the board may combine the positions for which the posting was deferred as prescribed in the second paragraph. These positions shall be filled as prescribed in clause 7-1.03.

If the posting is deferred, the board shall immediately fill the position temporarily according to clause 7-1.22 until the position is filled permanently.

The board may also fill a position that becomes permanently vacant when it receives confirmation from a retiring employee after July 1 of a fiscal year providing the employee does not return to work until his or her effective retirement date.

Sequence to Follow When Filling a Temporarily Vacant Position, an Increase in Workload or a Specific Position**7-1.22**

When the board decides to fill a temporarily vacant position, an increase in workload or a specific position, it shall proceed in the following manner:

If the duration foreseen for the temporary vacancy is at least fifteen (15) working days:

- A) it shall assign a surplus employee or a surplus member of the support staff in its employ to this position or increase in workload;

- B) failing this, in accordance with clauses 7-4.15, 7-4.18 and 7-5.01, the board may offer a temporary assignment to an employee in its employ who is unable to occupy his or her position for medical reasons. It may also assign a member of the support staff in its employ for the same reasons;
- C) failing this, it shall offer the position to a regular employee or an employee referred to in Chapter 10-0.00 in the same office, department, school, adult education centre or vocational training centre, as the case may be. The holding of concurrent positions cannot entail a schedule conflict with the position, the employment or the current replacement. It shall not change the status or the position or the employment and shall not constitute overtime;
- D) failing this, it shall offer the position to a regular employee in the same office, department, school, adult education centre or vocational training centre, as the case may be, for whom this assignment would constitute a promotion;
- E) failing this, it shall offer the position to a regular employee in the same office, department, school, adult education centre or vocational training centre, as the case may be, for whom this assignment would constitute a transfer or a demotion which must represent an increase of at least five (5) hours of work per week;
- F) failing this, the board shall offer the position to a regular employee laid off for less than two (2) years following the application of article 7-3.00, to a regular employee temporarily or periodically laid off following the application of article 7-2.00 without causing a conflict with the period prescribed to fill the position in the present clause.
- G) failing this, it shall proceed according to article 2-3.00;
- H) failing this, it may hire any other person.

Terms and Conditions of the Sequence

7-1.23

In the context of paragraph C) of clause 7-1.22, the board must first take into account the order of seniority then, if necessary, the duration of employment.

In the context of paragraphs D), E) and F) of clause 7-1.22, the board must take the order of seniority into account.

In the context of paragraph F) of clause 7-1.22, the regular laid-off employee, as prescribed in articles 7-2.00 or 7-3.00, in a temporarily vacant position shall not accumulate active service for the purpose of acquiring tenure.

When an increase in workload is offered to a regular employee, the hiring period cannot exceed four (4) months unless there is a written agreement with the union. When the hiring period exceeds this period, the board shall create a position as prescribed in subparagraph c) of paragraph B) of clause 2-1.01.

The regular employee assigned temporarily to a position which constitutes a promotion for him or her shall be remunerated, as of the first day of the assignment, in the same manner as if he or she were promoted to the position.

At the end of the assignment, the employee shall return to his or her position under the conditions and with the rights he or she had prior to the assignment, subject to the application of article 7-3.00.

An employee's salary shall not be reduced as a result of a temporary assignment requested by the board.

Section III Special Provisions – Sector Providing Direct Services to Students

This section applies exclusively to positions in day care services and in special education.

Filling a Permanently Vacant or Newly Created Position

7-1.24

Notwithstanding clause 7-1.01, the board may temporarily fill a newly created position or a permanently vacant position after the first day of school until the end of the school year. If applicable, it uses the sequence provided for in clause 7-1.25.

Sequence to Follow When Filling a Temporarily Vacant Position, an Increase in Workload or a Specific Position

7-1.25

When the board decides to fill a temporarily vacant position, an increase in workload or a specific position, it shall proceed in the following manner:

If the duration foreseen for the temporary vacancy is at least five (5) working days:

- A) it shall assign a surplus employee or a surplus member of the support staff in its employ to this position or increase in workload;
- B) failing this, as prescribed in clauses 7-4.15, 7-4.18 and 7-5.01, the board may offer a temporary assignment to an employee in its employ who is unable to occupy his or her position for medical reasons. It may also assign a member of the support staff in its employ for the same reasons;
- C) failing this, it shall offer the position to a regular employee or an employee referred to in Chapter 10-0.00 in the same office, department, school, adult education centre or vocational training centre, as the case may be. The holding of concurrent positions cannot entail a schedule conflict with the current position, employment or replacement. It shall not change the status or the position or the employment and shall not constitute overtime;
- D) failing this, the board shall offer the position to a regular employee laid off for less than two (2) years following the application of article 7-3.00, to a regular employee temporarily laid off following the application of article 7-2.00 without causing a conflict with the period prescribed to fill the position in the present clause.
- E) failing this, it shall proceed according to article 2-3.00;
- F) failing this, it may hire any other person.

Terms and Conditions of the Sequence

7-1.26

In the context of paragraphs C) and D) of clause 7-1.25, the board must first take into account the order of seniority then, if necessary, the duration of employment.

In the context of paragraph D) of clause 7-1.25, the regular laid-off employee, as prescribed in articles 7-2.00 or 7-3.00, in a temporarily vacant position shall not accumulate active service for the purpose of acquiring tenure.

The regular employee assigned temporarily to a position which constitutes a promotion for him or her shall be remunerated, as of the first day of the assignment, in the same manner as if he or she were promoted to the position.

At the end of the assignment, the employee shall return to his or her position under the conditions and with the rights he or she had prior to the assignment, subject to the application of article 7-3.00.

An employee's salary shall not be reduced as a result of a temporary assignment requested by the board.

Assignment of Additional Hours for Positions in Day Care Service**7-1.27**

As of the first day of school until the next annual assignment session applied as prescribed in article 7-3.00, additional hours may be added to a position in day care service for the following reasons:

- pedagogical days;
- spring break;
- outings;
- an increased number of students in a day care service.

7-1.28

When the board decides to add hours as prescribed in clause 7-1.27, it shall proceed in the following manner:

- A) it offers the additional hours to an employee of the concerned day care service;
- B) failing this, it shall offer the additional hours to a regular employee or an employee referred to in Chapter 10-0.00 in the same school. The additional hours cannot entail a schedule conflict with the current position, employment or replacement;
- C) failing this, the board shall offer the additional hours to a regular employee laid off for less than two (2) years following the application of article 7-3.00 without causing a conflict with the posting period prescribed in the present clause;
- D) failing this, it shall proceed according to article 2-3.00;
- E) failing this, it may hire any other person.

However, additional hours for a given group are first assigned to the day care service educator working with this group. Failing this, the board proceeds according to the sequence provided for in the present clause.

In the context of paragraphs A), B) and C), the board must first take into account the order of seniority then, if necessary, the duration of employment.

In the context of paragraph C), the regular laid-off employee in a temporarily vacant position shall not accumulate active service for the purpose of acquiring tenure.

Additional hours do not change the status or the position or the employment and do not constitute overtime.

Reassignment Following Reduction of Services Rendered in Day Care Services**7-1.29**

Notwithstanding clause 7-3.01 and subject to paragraph J) of clause 7-3.24, the board may reassign an employee in a position if a reduction in the number of hours of services to be rendered to one or more students occurs during the year. Failing this, the board may temporarily assign the employee concerned to other duties compatible with his or her class of employment. However, such a reassignment must not constitute a promotion. The employee concerned shall retain his or her salary.

The board shall consult the union before carrying out a significant reassignment according to the terms and conditions agreed between the board and the union.

Assignment of Additional Hours for Positions in Special Education

7-1.30

During the year, the board may add hours to the regular schedule of an employee. Additional hours do not change the status or the position and do not constitute overtime. However, the position of the employee whose number of hours have been increased during the school year and maintained wholly or in part during this school year shall be considered as a vacant position and this employee shall have the same rights as an employee whose position has been abolished.

7-1.31

Notwithstanding the foregoing, following the procedures for security of employment prescribed in article 7-3.00 and until November 1, the board must fill as prescribed in clause 7-1.03 any newly created position or any position with modified number of hours when the reason to create or modify the position does not result from one of the following unforeseen situations:

- a change in the adapted transport for one or more students;
- the arrival of a new student;
- an additional allowance received during this period;
- a project in collaboration with an outside organization;
- a change in the integration of a student in special or regular classes;
- the implementation of or a change in the support measures provided to a student;
- the implementation of or a change in the support measures provided to a teacher;
- the implementation of a preventive measure provided to one or more students in a vulnerable situation;
- any other reason agreed to between the board and the union.

The board shall inform the union in writing of additional hours and newly created positions by means of indicating which of the above situation justifies each additional hour or newly created position.

When the newly created position or the position with a modified number of hours does not result from one of the aforementioned situations, the union shall submit to the board a written request for a meeting. The person in charge of special education at the board shall attend the meeting. The meeting shall then take place within fifteen (15) working days of the request.

The union may file a grievance as prescribed in article 9-1.00 within thirty (30) working days of the date of the meeting or of the expiry date of the limit prescribed to hold the meeting. If there is an appeal, the burden of proof lies with the board and the grievance must be set as a priority.

Reassignment Following Reduction of Services Rendered in Special Education

7-1.32

Notwithstanding clause 7-3.01 and subject to paragraph J) clause 7-3.24, the board may reassign an employee in a position in the same class of employment with the same number of weekly working hours if a reduction in the number of hours of services to be rendered to one or more students occurs during the year. Failing this, the board may temporarily assign the employee concerned to other duties compatible with his or her class of employment or, failing this, another class of employment in the case of an attendant for handicapped students. However, such a reassignment must not constitute a promotion. The employee concerned shall retain his or her salary.

The board shall consult the union before carrying out a significant reassignment according to the terms and conditions agreed between the board and the union.

A1 7-2.00 TEMPORARY OR PERIODIC LAYOFF**Section I Temporary Layoff****7-2.01**

An employee whose work is such that he or she must be temporarily laid off because of a periodic slowdown or seasonal shutdown of activities in his or her sector shall not benefit from the provisions of article 7-3.00.

However, article 7-3.00 applies to the employee whose position is abolished pursuant to the said article.

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

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 each one shall be carried out.

The duration of a temporary layoff must not exceed the period between June 23 and the day after Labour Day of the same year.

Notwithstanding the foregoing, in the case of cafeteria personnel working fifteen (15) hours and more per week and personnel mentioned in clause 10-2.02, the temporary layoff period cannot exceed the period from May 15 of one fiscal year to September 15 of the following fiscal year and the period from December 15 to January 15 of the same fiscal year.

However, during the period from December 15 to January 15, the employee shall benefit from the paid legal holidays to which he or she is entitled under article 5-2.00 of the agreement; moreover, an employee may be remunerated during that period by using vacation days to which he or she is entitled under the agreement; if he or she does not have sufficient vacation days to be remunerated during the entire layoff period, he or she may use anticipated vacation days to which he or she could be entitled for the following fiscal year in accordance with the agreement. In this case, the anticipated vacation days used shall be deducted automatically from the vacation days to which the employee is entitled for the following fiscal year.

When anticipated vacation days are thus used and the employee's employment terminates without having acquired the vacation days, in accordance with clauses 5-6.10 and 5-6.11 of the agreement, the employee concerned must remit to the board an amount corresponding to the anticipated vacation days taken and not acquired and the board may then deduct from the employee's last pay any amount due. The board and the employee may agree on other terms and conditions for deducting the amount due.

7-2.03

The board shall notify the employee of the date and the approximate duration of the temporary layoff at least one month before the effective date of such layoff and shall notify him or her of the provisions of clause 7-2.09. A copy of the notice shall be sent to the union at the same time.

7-2.04

Subject to the permanent abolition of his or her position, the employee shall be reinstated in his or her position at the end of the temporary layoff period.

7-2.05

Moreover, the employee laid off temporarily in accordance with this article shall be covered by the following provisions:

- A) during the temporary layoff period, the employee shall benefit from the life insurance and health insurance plans provided that he or she pay, during the period of active service, his or her share of the annual premium plus tax, where applicable;
- B) for the purpose of determining vacation quantum as provided for in clauses 5-6.10 and 5-6.11, the employee shall be considered in the service of the board during the temporary layoff period.

7-2.06

Notwithstanding the application of clauses 7-2.02, 7-2.03 and 7-2.09 of this article, the board may temporarily lay off regular employees or probationary employees in a day care service when students are absent as prescribed in the school calendar for a reason other than a paid legal holiday within the meaning of article 5-2.00 or when a daily recurring decrease in the number of students entails a reduction in the number of groups. In this case, the board shall proceed according to inversed order of seniority.

The board shall consult the union and shall then inform the employee concerned at least fourteen (14) days before the beginning of the layoff period.

Section II Periodic Layoff**7-2.07**

The periodic layoff associated with a position cannot circumvent the application of article 5-2.00 to the Christmas holidays.

7-2.08

A periodic position does not include a temporary layoff within the meaning of article 7-2.00. Consequently, the periodic layoff cannot correspond to the period prescribed in the second paragraph of clause 7-2.02.

Section III Priority to Fill a Temporarily Vacant Position, an Increase in Workload or a Specific Position**7-2.09**

The employee who is laid off temporarily or periodically shall be given priority to fill a position of a temporary nature during that period, as prescribed in paragraph F) of clause 7-1.22 or of paragraph D) of clause 7-1.25, as the case may be, unless the board can use a surplus member of the support staff in its employ, covered or not by the agreement. In order to benefit from such a priority, the employee must inform the board in writing of his or her intention to accept the position which could be offered to him or her within the five (5) working days after the notice provided for in clause 7-2.03 is received. Moreover, the employee must have the required qualifications and meet the other requirements determined by the board. He or she shall receive the salary rate of the position he or she holds temporarily.

The priority mentioned in this clause shall be exercised according to the order of seniority of the employees who so benefit.

A1 7-3.00 SECURITY OF EMPLOYMENT**Section I Security of Employment for the General Sector**

Only the provisions of this section shall apply to the security of employment of regular or probationary employees with a position other than a position in special education or in a day care service.

7-3.01 Abolition Date of a Position

Subject to article 7-1.00, the board may only abolish positions on July 1.

The board and the union may agree to modify this date.

However, the board may, in exceptional cases, abolish positions on other dates during the fiscal year to meet administrative or pedagogical needs of an urgent nature.

7-3.02 Reasons not to Abolish a Position

The board shall not be required to abolish a position when only one of the following changes occurs:

- A) when the position is transferred by a distance of less than ten (10) kilometres from an employee's usual place of work; however, the board and the union may agree on another radius;

- B) when there is a change in immediate superior;
- C) when the position is transferred to another administrative unit in the same building;
- D) when the distribution of the working time among the administrative units or buildings located in the radius prescribed in paragraph A) is modified.

A position cannot be modified more than once every three (3) years unless there is an agreement with the union.

7-3.03 Assignment of Duties When a Position Is Abolished

The board may assign the duties of an abolished position to other employees. The assignment may not cause employees to have an excessive workload or endanger their health or safety.

7-3.04 Notifying the Union

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

- A) the position deemed in surplus or to be modified;
- B) the name and status of the incumbent of the position deemed in surplus or to be modified;
- C) the date on which the position will be abolished or modified;
- D) the vacant positions it intends to fill.

7-3.05 Consulting the Union

The board shall consult the union on the validity of the abolition at least sixty (60) days before the date specified for the abolition of the position as prescribed in clause 7-3.01.

Following the consultation:

- A) the board shall identify the positions it is abolishing;
- B) it shall inform in writing the employee whose position is abolished at least forty-five (45) days before the date specified for the abolition of the position and shall indicate the pertinent choices offered in accordance with clause 7-3.07; the employee must convey his or her decision in writing within the time limit agreed to by the board and the union. Failing an agreement, the employee must convey his or her decision within two (2) working days of receiving this notice. Moreover, the board shall indicate the choices offered in accordance with clause 7-3.07 to every other employee with a choice to be exercised and the employee shall convey his or her decision within the same time limit.

The board and the union may agree that the choices of employees be conveyed to the board during an assignment session intended for the employees concerned.

- C) the regular employee who must be laid off or placed in surplus shall receive at least a thirty (30)-day notice prior to the date specified for the abolition of the position;
- D) the probationary employee whose employment terminates shall receive a fourteen (14)-day notice;
- E) notwithstanding the preceding paragraphs, in the case of the abolition referred to in the third paragraph of clause 7-3.01, the board shall consult the union on the validity of the abolition at least thirty-five (35) days before the date specified for the abolition. Moreover, the notice mentioned in paragraph B) shall be replaced by a thirty (30)-day notice and the notice mentioned in the preceding paragraph C) shall be replaced by a fifteen (15)-day notice;
- F) any movement of personnel resulting from the application of clause 7-3.07, shall take effect on the date specified in paragraph C) of clause 7-3.04.

The board and the union may agree to modify the dates and time limits prescribed in this clause.

Provisions for the Security of Employment

7-3.06

Depending on his or her status, the employee whose position is abolished or who is displaced shall be reassigned to another position, placed in surplus, laid off or have his or her employment terminated according to the provisions prescribed in clause 7-3.07.

However, the probationary employee whose position is abolished or who is displaced is deemed to remain a temporary employee entered on the priority of employment list or an employee covered by Chapter 10-0.00, as the case may be, without loss of rights and without resulting in additional benefits.

In this context, the employee who had the status of temporary employee shall be reinstated on the priority of employment list according to the duration of employment he or she had acquired prior to obtaining a position, the foregoing subject to the terms of the priority of employment list.

In this context, the employee who had a position as prescribed in article 10-1.00 or 10-2.00 shall return to his or her former position or shall resume his or her layoff period, as the case may be, thus cancelling any movement of personnel due to the fact that a position was obtained, the foregoing subject to the provisions contained in article 10-1.00 or 10-2.00.

7-3.07

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, his or her employment shall be terminated.
- B) If he or she is a nontenured regular employee, he or she must choose in his or her class of employment either:
 - a) to be reassigned to a vacant position, subject to the application of paragraphs A) and B) of clause 7-1.03, notwithstanding the other paragraphs of this clause;
 - or
 - b) to displace an employee who has less seniority.

If an employee fails to exercise one of these choices, he or she must choose in another class of employment, either:

- c) to be reassigned to a vacant position, subject to the application of paragraphs A) and B) of clause 7-1.03, notwithstanding the other paragraphs of this clause;
- or
- d) to displace an employee who has less seniority.

Failing this, he or she shall be laid off.

- C) If he or she is a tenured employee, he or she must choose in his or her class of employment either:
 - a) to be reassigned to a vacant position, notwithstanding clause 7-1.03;
 - or
 - b) to displace an employee who has less seniority.

If an employee fails to exercise one of these choices, he or she must choose in another class of employment, either:

- c) to be reassigned to a vacant position, notwithstanding clause 7-1.03;
- or
- d) to displace an employee who has less seniority.

If he or she fails to exercise one of these choices, he or she shall be placed in surplus.

- D) The employee who is displaced by the application of this clause shall benefit from this clause unless he or she can only displace the employee with the least seniority in his or her class of employment or, failing this, another class of employment, as the case may be.

Notwithstanding the preceding paragraph, when the application of this clause has the effect of offering an employee who occupies a full-time position to displace an employee who occupies a part-time position, the employee who occupies a full-time position may then displace the employee who has the least seniority in his or her class of employment in a full-time position. An abolition cannot create more than three (3) displacements. The third employee displaced as a result of the abolition must, if he or she is a regular employee, choose a vacant position or, failing this, he or she shall be placed in surplus or laid off according to his or her status.

If the third employee has no other choice than to accept a vacant position with fewer hours, his or her number of hours shall be maintained with a corresponding workload.

7-3.08 Application of the Provisions for the Security of Employment

In the cases provided for in clause 7-3.07:

- A) the vacant position concerned is the one the board intends to fill;
- B) the employee concerned must have the required qualifications and meet the other requirements determined by the board;
- C) if a position includes, in addition to the requirements or qualifications required by the Classification Plan, other requirements determined by the board, these requirements shall be taken into account before the order of seniority;
- D) an employee can only displace another employee if he or she has more seniority than the latter;
- E) only the employee who holds a position may be displaced;
- F) a movement of personnel within the framework of clause 7-3.07 cannot entail a promotion;
- G) when a nontenured regular employee is demoted, his or her salary shall be established in accordance with paragraph B) of clause 6-2.15;
- H) when a tenured employee is demoted, his or her salary shall be established in accordance with clause 7-3.09, subject to clause 7-3.12;
- I) in the case where an employee is required, under clause 7-3.07, to displace in his or her class of employment an employee whose position was affected by a technological or software change during the two (2) years preceding the date on which the displacement must take place, the following terms and conditions apply:
- if the specific requirements for filling the position deal with technological or software changes only, the employee may not be refused the position for the sole reason that he or she does not meet the specific requirements;
 - the employee agrees to participate in activities that enable him or her to meet these requirements;
- J) the employee's choice to displace another employee shall be carried out either in the locality or in another locality of his or her choice in the territory of the board.

Notwithstanding the preceding paragraph, the second employee displaced as a result of an abolition must choose to displace pursuant to this clause the employee with the least seniority in his or her class of employment or, failing this, in another class of employment, as the case may be, in the territory of the board, subject to paragraph K).

At the union's choosing and for the duration of the agreement, locality means the municipal territory or the territory of the board.

The union must inform the board in writing of its choice within sixty (60) days of April 30, 2006. Failing a notice, locality means the territory of the board.

In the case of the City of Laval, the word “locality” must be interpreted as one of the municipalities that existed prior to the merger creating the City of Laval.

- K) A tenured employee cannot refuse a position situated under a fifty (50)-kilometre radius by road from his or her domicile or place of work when his or her position is abolished or he or she is displaced.
- L) An employee who holds a part-time position is reassigned to a full-time position or displaces an employee who holds a full-time position, the period of time constituting active service during which the employee held a part-time position with the board shall be recognized exceptionally for the purpose of acquiring tenure.
- M) A tenured employee can never be displaced in a periodic position.

Income Protection or Class of Employment Protection for the Tenured Employee

7-3.09 Involuntary Demotion

The tenured employee who has no other choice but to be reassigned to a position which constitutes a demotion for him or her either by the application of clause 7-3.07 or of subparagraph a) of paragraph B) of clause 7-3.33 of the agreement shall maintain his or her class of employment and the inherent salary.

The tenured employee who, on February 1, 2006, benefits from the income protection and the class of employment protection shall continue to so benefit as per applicable conditions.

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

7-3.10 Position with Fewer Working Hours

When, as a result of the application of clause 7-3.07 of the agreement, a tenured employee has no choice other than 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 or 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 in keeping with his or her qualifications. The reassignment may not cause an employee to work split shifts or to change his or her work shift.

This clause also applies 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, on February 1, 2006, benefits from the income protection shall continue to so benefit as per applicable conditions.

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

7-3.11 Position of a Periodic or Seasonal Nature

In the case where, within the framework of clause 7-3.07 of the agreement, a tenured employee has no choice other than to be reassigned to a full-time position of a periodic or seasonal nature, he or she shall benefit from the following income protection:

the employee shall retain the salary established on the basis of his or her salary rate and the number of regular working hours applicable immediately prior to his or her assignment 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 the employee's assignment shall be paid in a lump sum spread over each of his or her pays; the amount shall be reduced as the employee's salary progresses.

The tenured employee who, on February 1, 2006, benefits from the income protection shall continue to so benefit as per applicable conditions.

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

7-3.12 Refusal of a Position in the Context of the Right to Return

If an employee refuses to accept a position offered to him or her within the framework of the right to return from which he or she benefits under clause 7-3.09, 7-3.10 or 7-3.11, as the case may be, he or she shall then lose all the benefits inherent to such a right; the provisions concerning the voluntary demotion provided for in clause 6-2.15 apply to the employee for whom the original 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 7-3.11, he or she shall no longer benefit from the second and third paragraphs of clause 7-3.11 and shall be remunerated according to the hours actually worked.

Section II Security of Employment for the Sector Providing Direct Services to Students

Only the provisions of this section shall apply to the security of employment of regular and probationary employees with a position in special education or in a day care service unless specifically otherwise provided.

7-3.13 Abolition Date of a Position

Subject to article 7-1.00, the board may only abolish positions on a single date that it determines and which must be between July 1 and the first day of school.

However, the board may, in exceptional cases, abolish positions on other dates during the fiscal year to meet administrative or pedagogical needs of an urgent nature.

7-3.14 Reasons not to Abolish a Position

The board shall not be required to abolish a position when only one of the following changes occurs:

- A) when the position is transferred by a distance of less than ten (10) kilometres from an employee's usual place of work; however, the board and the union may agree on another radius;
- B) when the immediate superior changes;
- C) when the position is transferred to another administrative unit in the same building;
- D) when the distribution of the working time among the administrative units or buildings located in the radius prescribed in paragraph A) is modified.

A position cannot be modified more than once every three (3) years unless there is an agreement with the union.

7-3.15 Reassignment Before Abolishing a Position in Special Education

Before abolishing a position, the board may, notwithstanding clause 7-3.17, reassign the incumbent of such a position to another position in the same class of employment with the same number of weekly working hours within a ten (10)-kilometre radius from his or her place of work of the preceding year. The position that becomes vacant shall be considered as abolished.

In the case of a reassignment covered by the preceding paragraph, the employee may ask that his or her position be abolished if the reassignment is considered significant.

The board shall consult the union before proceeding with a significant reassignment of an employee. The employee shall be present at such a meeting. The board and the union shall agree on the terms and conditions of this consultation.

7-3.16 Assignment of Duties When a Position Is Abolished

The board may assign the duties of an abolished position to other employees. The assignment may not cause employees to have an excessive workload or endanger their health or safety.

7-3.17 Consulting the Union

The board shall consult the union at least fifteen (15) days before the date specified for the abolition of the position as prescribed in clause 7-3.13 on the following elements and by class of employment:

- A) identification of the positions abolished;
- B) the name and status of the incumbent of the abolished position;
- C) the validity of abolishing the position;
- D) the number of positions maintained;
- E) identification of the vacant positions it intends to fill;
- F) the positions referred to in paragraphs D) and E) must include the provisions for time as prescribed in clause 8-2.08 or 8-2.09, as the case may be. This time must be identified for each position with the exception of those positions in the class of employment for an attendant for handicapped students.

7-3.18 Notice to the Employee whose Position is Abolished

Following this consultation, the board shall inform in writing the employee whose position is abolished at least five (5) days before the date specified for the abolition. However, the probationary employee whose employment terminates shall receive a fourteen (14)-day notice.

Provisions for the Security of Employment

7-3.19

Depending on his or her status, the employee whose position is abolished or who is displaced shall be reassigned to another position or, in the case of a probationary employee, have his or her employment terminated. If a tenured employee fails to obtain a position as prescribed in clauses 7-3.22 and 7-3.23, he or she is placed in surplus or, in the case of a regular employee, he or she is laid off.

However, the probationary employee whose position is abolished or who is displaced is deemed to remain a temporary employee entered on the priority of employment list or an employee covered by Chapter 10-0.00, as the case may be, without loss of rights and without resulting in additional benefits.

In this context, the employee who had the status of temporary employee is reinstated on the priority of employment list according to the duration of employment he or she had acquired prior to obtaining a position, the foregoing subject to the terms of the priority of employment list.

In this context, the employee who had a position as prescribed in article 10-1.00 or 10-2.00 shall return to his or her former position or shall resume his or her layoff period, as the case may be, thus cancelling any movement of personnel due to the fact that a position was obtained, the foregoing subject to the provisions contained in article 10-1.00 or 10-2.00.

7-3.20

The provision for the security of employment takes place during the annual assignment session during which the board fills the permanently vacant or newly created positions according to the sequence prescribed in clause 7-3.22.

7-3.21

The board proceeds with the annual assignment:

- A) during an assignment session with the employees concerned:
- a) for the application of the first (1st) and second (2nd) steps provided for in clause 7–3.22, the session shall take place at a date agreed to by the board and the union. Failing an agreement, the board shall determine the date of the session, which must take place between July 1 and the first day of class. Five (5) days before the session, the board shall inform any employee concerned with clause 7-3.22 of the positions that are maintained and the vacant positions it intends to fill.
 - b) for the application of the third (3rd) step provided for in clause 7-3.22, the session shall take place at a date agreed to by the board and the union. However, this session cannot take place on the same date as prescribed in the preceding subparagraph unless otherwise agreed.

Failing to reach an agreement on a date cannot prevent the board from holding a session at a date it determines inasmuch as this session takes place after the date prescribed in the preceding subparagraph and before the first day of class.
 - c) the board informs any employee concerned by clause 7-3.22 of the date and location five (5) days before the sessions prescribed in subparagraphs a) and b).
- B) failing to proceed according to paragraph A), the board informs in writing the employee whose position is abolished of the choices available as prescribed in clause 7-3.23. The employee must convey his or her decision in writing in the time agreed to by the board and the union. Failing an agreement, the employee must convey his or her decision within two (2) working days following reception of this notice. Moreover, the board shall indicate the choices offered in accordance with clause 7-3.07 to every other employee with a choice to be exercised and the employee shall convey his or her decision within the same time limit. The board also informs any employee concerned with clause 7-3.22 of vacant positions it intends to fill.

7-3.22 Sequence of the Annual Assignment

Annual assignment proceeds according to the following steps:

A) 1st Step

The board shall fill the position by choosing, in the same class of employment and according to the order of seniority, from among the tenured employees concerned by one of the following situations:

- surplus employees;
- with income protection and a right to return under clauses 7-3.25 to 7-3.27 and clauses 7–3.29 to 7-3.31;
- with a right to a suitable position under clause 7-4.20;
- whose position is abolished;
- who is displaced.

At this step, the tenured employee whose position is abolished or who is displaced must make a choice as prescribed in clause 7-3.23.

B) 2nd Step

It then shall fill the vacant positions by choosing according to the order of seniority from among the regular employees.

At this step, the regular employee whose position is abolished or who is displaced must make a choice as prescribed in clause 7-3.23.

C) 3rd Step

It then proceeds according to the order of seniority regardless of the sector, according to the following order:

- a) it shall fill the position by choosing, regardless of the class of employment, from among the surplus employees and the surplus members from the support staff in its employ;
- b) it shall call upon all its employees. However, the employees providing direct services to students can only apply on the new positions that have not been offered at previous steps;
- c) it shall fill the position by choosing from among the regular employees laid off for less than two (2) years;
- d) it shall fill the position by choosing from among the temporary employees registered on the priority of employment list under article 2-3.00 who have completed the equivalent of one full year of work recognized on this list;
- e) it shall fill the position by choosing from among the employees covered by Chapter 10-0.00 who have completed their probation period;
- f) it shall fill the position by choosing from among the temporary employees registered on the priority of employment list under article 2-3.00 regardless of the order of duration of employment and regardless of seniority;
- g) failing this, it can hire any other person.

7-3.23 Choice of the Employee whose Position Is Abolished or who Is Displaced

The employee whose position is abolished or who is displaced shall make his or her choice according to the following conditions:

- A) The employee whose position is abolished or who is displaced shall:
 - take a vacant position from his or her class of employment;
 - or
 - displace an employee from his or her class of employment with less seniority;

At this step, the employee shall make a choice from among the full-time positions.

- B) Failing the possibility of exercising one of the choices prescribed in the preceding paragraph, the employee whose position is abolished or who is displaced shall:
 - take a vacant position from his or her class of employment;
 - or
 - displace an employee from his or her class of employment with less seniority.

At this step, when making his or her choice, the employee shall choose the part-time position with the greatest number of hours.

- C) Failing the possibility of exercising one of the choices prescribed in the preceding paragraph, the same procedure shall apply to the employee whose position is abolished or who is displaced, and in a class of employment with a maximum scale rate immediately lower than his or her category and so on.

7-3.24 Terms and Conditions

In the cases prescribed in clauses 7-3.22 and 7-3.23, the following terms and conditions apply:

- A) the vacant position concerned is the one the board intends to fill;
- B) the employee concerned must have the required qualifications and meet the other requirements determined by the board;

- C) if, in addition to the requirements or qualifications required by the Classification Plan, a position includes other requirements determined by the board, these requirements shall be taken into account before the order of seniority;
- D) an employee can only displace another employee who has less seniority;
- E) only the employee who holds a position may be displaced;
- F) only a movement of personnel within the context of the second (2nd) step prescribed in paragraph B) and in subparagraphs b), e) and f) of paragraph C) of clause 7-3.22 shall entail a promotion. However, the employee must have already demonstrated that he or she meets the required qualifications and requirements for the class of employment that would constitute a promotion as well as the other requirements determined by the board according to conditions that it shall set;
- G) when a nontenured regular employee is demoted, his or her salary shall be established as prescribed in paragraph B) of clause 6-2.15;
- H) when a tenured employee with a position in special education is demoted, his or her salary shall be established as prescribed in clause 7-3.25, subject to clause 7-3.28;
- I) when a tenured employee with a position in a day care service is demoted, his or her salary shall be established as prescribed in clause 7-3.29, subject to clause 7-3.31;
- J) a tenured employee cannot refuse a position located under a fifty (50)-kilometre radius by road from his or her domicile or place of work when his or her position is abolished or he or she is displaced;
- K) when an employee who holds a part-time position is reassigned to a full-time position or displaces an employee who holds a full-time position, the period of time constituting active service during which the employee held a part-time position with the board shall be recognized exceptionally for the purpose of acquiring tenure;
- L) if none of the surplus employees or none of the employees with income protection accept the position offered, the board shall assign, subject to paragraph J), the employee with the least seniority from among these employees;
- M) the positions the board identifies as vacant, within the context of clause 7-3.17, cannot be abolished or modified during the annual assignment session;
- N) under no circumstances shall a tenured employee be reassigned to a periodic position;
- O) all movements of personal following the application of clause 7-3.23 come into effect at the date prescribed in clause 7-3.13.

Income Protection or Class of Employment Protection for the Tenured Employee with a Position in Special Education

7-3.25 Involuntary Demotion

The tenured employee who has no other choice but to be reassigned to a position which constitutes a demotion for him or her either by the application of clause 7-3.23 or subparagraph a) of paragraph B) of clause 7-3.33 of the agreement shall maintain his or her class of employment and the inherent salary.

The tenured employee who, on February 1, 2006, benefits from the income protection and the class of employment protection shall continue to so benefit as per applicable conditions.

This employee shall benefit from a right to return to a vacant or newly created position in his or her class of employment that the board decides to fill as prescribed in clause 7-3.22.

7-3.26 Position with Fewer Working Hours

When, as a result of the application of clause 7-3.23 of the agreement, a tenured employee has no choice other than 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 or 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 in keeping with his or her qualifications. The reassignment may not cause an employee to work split shifts or to change his or her work shift.

This clause also applies to the employee who, as a result of the application of clause 7-3.23, obtains a position with fewer working hours than his or her regular workweek.

The tenured employee who, on February 1, 2006, benefits from the income protection shall continue to so benefit as per applicable conditions.

This employee shall also benefit from the right to return mentioned in the third paragraph of clause 7-3.25 to a position in which the working hours are at least equal to his or her regular workweek prior to his or her reassignment, as long as he or she is still considered reassigned on a temporary basis.

7-3.27 Position of a Periodic or Seasonal Nature

In the case where, within the framework of clause 7-3.23 of the agreement, a tenured employee has no choice other than to be reassigned to a full-time position of a periodic or seasonal nature, he or she shall benefit from the following income protection:

the employee shall retain the salary established on the basis of his or her salary rate and the number of regular working hours applicable immediately prior to his or her assignment 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 the employee's assignment shall be paid in a lump sum spread over each of his or her pays; the amount shall be reduced as the employee's salary progresses.

The tenured employee who, on February 1, 2006, benefits from the income protection shall continue to so benefit as per applicable conditions.

This employee shall also benefit from the right to return mentioned in the third paragraph of clause 7-3.25 to a full-time position which is not of a periodic or seasonal nature.

7-3.28 Refusing a Position within the Context of the Right to Return

If an employee refuses to accept a position offered to him or her within the framework of the right to return from which he or she benefits under the third paragraph of clause 7-3.25, he or she shall then lose all the benefits inherent to such a right; the provisions concerning the voluntary demotion provided for in clause 6-2.15 apply to the employee for whom the original 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 7-3.26, 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 7-3.27, he or she shall no longer benefit from the second and third paragraphs of clause 7-3.27 and shall be remunerated according to the hours actually worked.

Income Protection or Class of Employment Protection for the Tenured Employee with a Position in a Day Care Service**7-3.29 Involuntary Demotion**

The tenured employee who has no other choice but to be reassigned to a position which constitutes a demotion for him or her either by the application of clause 7-3.23 shall maintain his or her class of employment and the inherent salary and shall benefit from a right to return to a vacant or newly created position in his or her class of employment as prescribed in the third paragraph of clause 7-3.25.

The tenured employee who, on February 1, 2006, benefits from the income protection and the class of employment protection shall continue to so benefit as per applicable conditions.

7-3.30 Position with Fewer Working Hours

When, as a result of the application of clause 7-3.23 of the agreement, a tenured employee has no choice other than to be reassigned to a position with weekly working hours that are:

- less than eighty percent (80%) of the number of weekly working hours of the position held the preceding year, he or she shall be reassigned temporarily and the reassignment applies until the board assigns him or her to a vacant or newly created position in which the number of weekly working hours corresponds to eighty percent (80%) of the number of weekly working hours of the position held in the preceding year. It is the board's responsibility to fill the work schedule up to eighty percent (80%) of the number of weekly working hours of the position held in the preceding year with support staff duties in keeping with his or her qualifications;

or:

- less than seventy-five percent (75%) of the thirty-five (35) weekly working hours, he or she shall be assigned temporarily and the reassignment applies until the board assigns him or her to a vacant or newly created position in which the number of weekly working hours corresponds to seventy-five percent (75%) of the thirty-five (35) weekly working hours. It is the board's responsibility to fill the work schedule up to seventy-five percent (75%) of the thirty-five (35) weekly working hours with support staff duties in keeping with his or her qualifications.

The tenured employee who, on February 1, 2006, benefits from the income protection shall continue to so benefit as per applicable conditions.

7-3.31 Right to Return

The employee covered by clauses 7-3.29 and 7-3.30, as long as he or she remains reassigned on a temporary basis or demoted, shall benefit from the right to return to a vacant or newly created position which at least meets the two (2) criteria described in clause 7-3.30 that the board decides to fill.

The application of the preceding paragraph cannot entail a promotion.

When an employee refuses to accept a position offered in the context of a right to return, he or she shall then lose all the benefits inherent to such a right.

The tenured employee who, on February 1, 2006, benefits from the income protection or from the class of employment protection shall continue to so benefit as per applicable conditions.

Section III Other Provisions Related to Security of Employment

The present section shall apply to the general sector and to the sector providing direct services to students.

7-3.32 Measures Designed to Reduce the Number of Employees in Surplus

A) Preretirement

For the purpose of reducing the number of employees in surplus, 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 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, at the beginning of such a leave, he or she pay 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) only 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 of sixty-five (65) years during the leave or who would not be entitled to a full pension during the leave is eligible;
- 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 in surplus.

B) Severance Pay

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

The board may also grant severance pay to the employee placed in surplus who chooses to resign. In this case, the employee concerned shall lose his or her tenure.

Severance pay shall equal one month of salary per complete year of service at the time the tenured employee resigns from the board. Severance pay shall be limited to a maximum of six (6) months' salary. For purposes of calculating severance pay, the salary is that which the employee concerned receives at the time he or she resigns from the board.

The employee who receives severance pay may not be hired in the education sector during the year which follows that in which he or she received it, unless he or she reimburses it. Severance pay may not be granted to an employee who has already received a similar payment from an employer in the education sector nor to any employee who resigns as a result of refusing a position.

C) Transfer of Rights

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

D) Voluntary Relocation Premium

The surplus employee who accepts, in the education sector, a position situated at a distance greater than fifty (50) kilometres by road from his or her domicile and place of work at the time of his or her placement in surplus shall be entitled to a voluntary relocation premium, if the relocation involves his or her moving.

The voluntary relocation premium shall be equivalent to four (4) months of salary if the relocation takes place in the territory of regional office 1, 8 or 9 from another regional office than that of his or her new place of work. In other cases, the voluntary relocation premium shall be equivalent to two (2) months of salary.

The board shall also grant a voluntary relocation premium to the tenured employee who is not in surplus but whose relocation permits the reassignment of an employee in surplus.

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

The employee who is relocated within the framework of paragraph D) and who must move shall benefit from his or her board or, as the case may be, from the school board which hires him or her, from the provisions of Appendix 2 under the conditions stipulated therein insofar as the allowances provided for in the federal mobility assistance program to look for employment do not apply. Moreover, he or she shall be entitled to:

- a maximum of three (3) working days without loss of salary to cover the search for a dwelling; such three (3)-day maximum shall not include travelling time there and back;
- a maximum of three (3) working days without loss of salary to cover the moving and settling into a new dwelling.

E) Retraining

For the purpose of reducing the number of surplus employees, the board may require compulsory retraining of a surplus employee. However, before implementing retraining, the board shall respect the conditions of the committee as prescribed in Appendix 29.

7-3.33 Rights and Obligations of the Employee**A) Rights of the Employee**

- a) As long as the employee remains in surplus, his or her salary shall progress normally.
- b) When the employee accepts a position in another school board by virtue of this clause, he or she shall not be required to undergo a probation period.
- c) When the employee is relocated by virtue 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, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.
- d) The employee relocated as a result of the application of paragraph D) of clause 7-3.32 or subparagraph e) of paragraph B) of this clause who must move shall benefit from his or her board or, as the case may be, from another school board which hires him or her, from the provisions of Appendix 2 under the conditions stipulated therein insofar as the allowances provided for in the federal mobility assistance program to look for employment do not apply.

B) Obligations of the Employee

- a) The employee in surplus to whom his or her board or another school board offers a full-time position, within a fifty (50)-kilometre radius by road from his or her domicile or place of work at the time of his or her placement in surplus, must accept it in the following situations:
- 1- in the case of an employee who, at the time of his or her placement in surplus, had fewer regular working hours than the regular workweek;
 - if the position is offered by his or her board or another school board, and if such position has a number of regular working hours which is at least equal to that of the position held at the time of his or her placement in surplus;
 - 2- in the case of an employee who, at the time of his or her placement in surplus, had regular working hours equal to or greater than the regular workweek;
 - if the position is offered by his or her board or another school board, and if such position has a number of regular working hours at least equal to the regular workweek;
 - 3- in the case of an employee who holds, at the time of his or her placement in surplus, a day care service position;
 - if the position offered by his or her board or another school board has a number of weekly working hours corresponding to at least seventy-five percent (75%) of the thirty-five (35) weekly working hours;
 - 4- in the case of an employee who holds, at the time he or she is laid off, a periodic position;
 - if the position offered by his or her board or another school board has a regular work year at least equal to his or her own at the time of his or her placement on availability.

In the cases where an employee must thus accept a position, he or she shall benefit from clause 7-3.09, where applicable, and clause 7-3.12 applies.

Failure to accept a position thus offered within ten (10) days of the written offer constitutes the employee's resignation.

In the cases where an employee in surplus voluntarily accepts any other position offered to him or her, the employee shall benefit, where applicable, from clauses 7-3.09 and 7-3.10, as the case may be, and clause 7-3.12 shall apply.

- b) A surplus employee must appear for a selection interview at another school board if requested by the Bureau régional de placement. If the employee fails or neglects to do so, he or she shall be considered as having resigned.
- c) The employee in surplus must provide, upon request, any information which is relevant to his or her security of employment.
- d) As long as the employee remains in surplus, he or she shall be required to carry out the duties of a class of employment in his or her category of employment that the board assigns to him or her in keeping with his or her qualifications, regardless of the certificate of accreditation and the work schedule which apply to the employee at the time of his or her placement in surplus. This assignment cannot be more than fifty (50) kilometres by road from his or her domicile or place of work at the time of his or her placement in surplus.

- e) The nontenured regular employee who has completed at least one year of active service as a regular employee and who was laid off following the abolition of a position shall remain registered on the lists of the Bureau régional de placement for a maximum period of two (2) years. During that period, the employee shall be required to accept, within ten (10) days of the offer, a written offer of engagement which could be made to him or her by his or her board or another school board under the same regional office. Failure to accept such an offer, his or her name shall be removed from the lists of the Bureau régional de placement.
- C) The date of the signature on the receipt for the documents sent by registered mail or on the fax confirmation constitutes prima facie proof used to calculate the time limits provided for in this clause.

7-3.34

For the purpose of applying article 7-3.00, place of work means the place of work where the employee usually carries out his or her duties.

In the case where an employee usually performs his or her duties in several locations, the place of work designates the place where the employee generally receives his or her instructions and where he or she must report on his or her activities; in this latter case, if the employee concerned receives his or her instructions in several locations, the place of work for the purpose of applying article 7-3.00 is that the board determines for the duration of the agreement; the board shall inform the employee and the union in writing of the place of work thus determined.

For the purpose of applying article 7-3.00, “by road” designates the shortest public route normally used.

Obligations of the Board

7-3.35

When the board must proceed with a hiring to fill a vacant full-time position, other than a temporarily vacant position, it shall submit a request to the Bureau régional de placement serving its territory and shall specify the class of employment and the requirements of the position to be filled.

The board that hires a person referred by the Bureau régional de placement 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 seniority which he or she had upon his or her departure.

The board must inform the Bureau régional de placement of the names of the employees it is placing in surplus as well as the names of the nontenured regular employees who have completed at least one year of active service and whom it is laying off.

7-3.36

After another school board assumes the responsibility for instruction to children with social maladjustments or learning disabilities or for instruction to students of a given level or option, pursuant to section 213 of the Education Act, the regular employee or the tenured employee affected by a reduction in personnel as regards the major portion of his or her work shall be required to be in the employ of this other school board.

However, with the consent of the board which no longer offers such instruction, the employee may remain in the employ of this board provided that no layoff or placement in surplus occurs because of this agreement.

As of the anniversary on which the responsibility for such instruction was assumed, the board which assumed it may proceed with any layoff or, as the case may be, placement in surplus.

7-3.37

Upon request, the Bureau régional de placement shall forward to the union a report on the positions to be filled by means of hiring as well as a report on surplus employees and laid-off regular employees registered on the lists; these lists shall be forwarded only if they are available.

Every month, the Bureau national de placement shall forward to the organization designated by the provincial negotiating union group a report on the positions to be filled by means of hiring in the boards as well as a report on the employees in surplus or laid off who are registered on the lists of the regional bureaus.

7-3.38 Integration of School Boards

- A) During an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or restructuring, the rights and obligations of the parties concerned emanating from the agreement shall be maintained in the new school board.
- B) During an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or restructuring, the problems directly ensuing from the integration and affecting the rights and obligations of the parties concerned emanating from the agreement shall be the subject of an agreement between the union and the board involved. The conclusion of such an agreement between the union and the board together with the maintenance of the agreement mentioned in paragraph A) shall equal a new collective agreement.
- C) If the parties do not reach such an agreement within the framework of paragraph B) within sixty (60) days of the notice of authorization issued by the Ministère to proceed with the integration, the foregoing shall be referred to dispute arbitration pursuant to the Labour Code. The arbitrator shall have the mandate to settle the problems directly resulting from the integration and affecting the rights and obligations of the parties mentioned in paragraph B); the arbitrator could also, if he or she deems it necessary, include in his or her decision effects that are retroactive to the day of the integration, provided they are applicable.
- D) During the fiscal year preceding an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or restructuring, the board may not proceed with staff reduction which would result in one or more layoffs or in one or more placements in surplus, as the case may be, of regular employees or tenured regular employees if the cause of this abolition results from the amalgamation, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, a new board, an annexing board or a restructured board may proceed with staff reduction resulting in one or more layoffs or in one or more placements in surplus.

- E) This clause cannot, under any circumstances, have the effect of delaying or preventing such an amalgamation, annexation or restructuring of boards.

7-4.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

7-4.01

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

The employee who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the Workmen's Compensation Act (R.S.Q., c.A-3) as well as by clauses 5-3.48 to 5-3.56 inclusively of the *Provisions constituting the 1983-1985 collective agreements*; moreover, the employee shall benefit, by making the necessary changes, from clauses 7-4.14 to 7-4.23 inclusively of this article.

7-4.02

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

Definitions

7-4.03

For the purpose 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., c.S-4.2);
- 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., c.A-29).

Miscellaneous Provisions

7-4.04

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

7-4.05

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.

7-4.06

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, if any, or reimbursement, after having obtained the authorization of his or her immediate superior; this authorization cannot be refused without a valid reason.

7-4.07

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 shall be assumed by the board, which shall reimburse it, if such is the case, to the person who incurred it.

The employee shall choose the health establishment, if possible. 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 another health establishment of his or her choice.

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

7-4.08

Notwithstanding clause 5-3.38, the board may require that an employee who has suffered an employment injury undergo an examination by a health professional that it designates and gives its reasons for doing so, in accordance with the Act. The cost of the examination and travel expenses shall be assumed by the board in accordance with clause 6-7.01.

Group Plans

7-4.09

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 5-3.25.

The employee shall benefit, without losing any rights, from the waiver of his or her pension plan contributions (TPP, RREGOP and CSSP). The provisions concerning the waiver of such contributions are an integral part of pension plan provisions 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 7-4.15.

7-4.10

In the case where the date of consolidation of the employment injury is prior to the one hundred and fourth (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 applies, subject to the second paragraph of this clause, if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such an absence shall be considered as the date of the beginning of the disability for the purpose 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 (CSST) an income replacement indemnity which is less than the benefit 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 such an absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

7-4.11

The bank of sick-leave days of an employee shall not be reduced for the days for which the CSST has paid an income replacement indemnity until the employment injury has consolidated and for the absences provided for in clause 7-4.24. The same applies for the part of the day on which the employment injury occurred.

Salary**7-4.12**

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, this employee shall be entitled to his or her salary as if he or she were at work subject to the following provisions:

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

For the purpose of this clause, the salary to which the employee is entitled includes, as the case may be, the premiums for regional disparities provided for in article 6-9.00.

7-4.13

Subject to clause 7-4.12, the CSST shall reimburse the board the amount corresponding to the income replacement indemnity of the CSST.

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

The employee who must appear before a review board, a medical arbitration session or the Commission des lésions professionnelles shall obtain permission to be absent from work without loss of salary after having informed his or her immediate superior at least forty-eight (48) hours prior to the date of the absence and produce proof to this effect.

Right to Return to Work**7-4.14**

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 this employee will retain a certain degree of functional disability or that he or she will retain no such disability, shall pass on the information to the board without delay.

7-4.15

The board may temporarily assign work to an employee, with the approval of the employee's physician, while awaiting that the employee again become able to return to his or her position or a suitable or equivalent position, even if his or her employment injury has not consolidated, the foregoing as provided for in the Act.

7-4.16

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 entitled to return to his or her position.

7-4.17

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 return to an available equivalent position that the board intends to fill, insofar as he or she is entitled to obtain that position as a result of the application of article 7-3.00 of the agreement.

7-4.18

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 qualifications to work, shall be entitled to hold a suitable available position that the board intends to fill in accordance with clause 7-4.20.

7-4.19

The rights mentioned in clauses 7-4.16, 7-4.17 and 7-4.18 apply subject to article 7-3.00.

If the board does not allow an employee to exercise the rights mentioned in clauses 7-4.16, 7-4.17 and 7-4.18 because he or she would have been displaced, placed in surplus, laid off, fired, dismissed 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 the 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 pursuant to article 8-4.00 of the agreement.

A1 7-4.20

The exercise of the right mentioned in clause 7-4.18 shall be subject to the following terms and conditions:

- A) the position must be filled in accordance with clause 7-1.03 and paragraph A) of clause 7-3.22 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 and paragraph A) of clause 7-3.22, the employee shall obtain the position if he or she has more seniority than the other employees or persons concerned;
- D) the employee must possess the required qualifications and meet the other requirements determined by the board;
- E) access to this position by the employee cannot constitute a promotion, except in step C) of clause 7-1.03, in paragraph B) and subparagraph b) of paragraph C) of clause 7-3.22;
- F) the right of the employee can only be exercised 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 7-4.18 other than those prescribed in this clause, provided that this does not have the effect of modifying the provisions concerning security of employment; particularly, the board and the union may agree on a special movement of personnel as regards priority of employment.

7-4.21

The employee who obtains a position referred to in clause 7-4.18 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.

If the employee is thus unable to keep his or her position, he or she again becomes eligible for a position in accordance with clause 7-4.18, as if he or she had never exercised the right mentioned in this clause.

7-4.22

The employee who obtains a position referred to in clause 7-4.17 shall receive the salary he or she had before suffering an employment injury.

7-4.23

The employee who obtains a position referred to in clause 7-4.18 shall benefit from paragraph B) of clause 6-2.15 in the case of a demotion or receive the salary related to his or her new position.

However, in the case when an income replacement indemnity is paid to the employee, the amounts payable under paragraph B) of clause 6-2.15 shall be reduced accordingly.

7-4.24

Once the employee who has suffered an employment injury returns to work, the board shall pay him or her the salary as well as the premiums for regional disparities provided for in article 6-9.00 of the agreement to which he or she is entitled, where applicable, for each day or part of day during which the employee must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity of his or her personal rehabilitation program.

7-5.00 PARTIAL DISABILITY**7-5.01**

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 a 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 provided for the new position.

7-5.02

The right mentioned in the preceding clause may be exercised during the period in which the 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 of the date on which the 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, the 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.

7-5.03

As of the date on which the employee referred to in clause 7-5.01 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.

7-5.04

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

7-5.05

Except for the first paragraph of clause 7-5.02, this article applies to the tenured employee referred to in clause 7-4.18 of the agreement who was unable to be reinstated in a suitable position pursuant to clause 7-4.20.

7-6.00 CONTRACTING OUT**7-6.01**

The parties recognize the importance of studying alternatives designed to reduce contract work or to avoid resorting to contracting out. The quality of services, quality of life at work, improved work relations and budgetary constraints must be taken into account in order to attain this objective.

7-6.02

Contracting out must not cause any layoff, placement in surplus or demotion entailing a decrease in salary or a reduction of working hours of the regular employees of the board.

7-6.03

When the board intends to contract out work of an ongoing nature which could be performed by an employee in a class of employment of the Classification Plan, it must inform the union beforehand. The notice must be sent at least forty-five (45) days before the decision is made and shall include the reasons underlying the board's decision.

7-6.04

The Labour Relations Committee shall study the reasons underlying the proposal submitted by the board in accordance with the preceding clause. It shall study solutions which favour the performance of the work by employees. These solutions shall be submitted to the board before it makes its decision.

In the context of this work, the Labour Relations Committee shall determine the information it requires as well as its work schedule.

7-6.05

Any ongoing subcontract must include a clause which stipulates the expiry of the contract at the end of the fiscal year if the rules specified in clauses 7-6.01 to 7-6.04 have not been complied with.

If the rules described in clauses 7-6.01 to 7-6.05 have not been complied with, the board must terminate the contract at the end of the fiscal year.

7-6.06

Moreover, in the case where the number of employees placed in surplus in the relevant classes of employment (including employees in surplus for whom such reassignment would constitute a transfer or involuntary demotion) would permit the abolition of a subcontract of an ongoing nature, the board shall undertake to terminate the contract within the legal framework provided for therein in order to reassign the surplus employees as a replacement for the subcontractor. If the subcontract covers several buildings of the board (e.g. maintenance), the obligation to eliminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the board shall be valid only if the abolition of the subcontract allows the full-time reassignment on an annual, periodic or seasonal basis of one or more surplus employees.

For the purpose of applying the preceding paragraphs, it is understood that the obligation to terminate a subcontract also applies when awarding a subcontract provided that all the other conditions prescribed in the said paragraphs are met.

7-6.07

In the case where the number of tenured employees laid-off within the framework of clause 7-4.18 or article 7-5.00 who have the skills to work in the relevant classes of employment would permit the abolition of a subcontract of an ongoing nature, the board shall undertake to terminate the said contract within the legal framework provided for therein in order to reassign the employees as a replacement for the subcontractor. If the subcontract covers several buildings of the board (e.g. maintenance), the obligation to terminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the board shall be valid only if the abolition of the subcontract allows the full-time reassignment on an annual, periodic or seasonal basis of one or more employees.

For the purpose of applying the preceding paragraphs, it is understood that the obligation to terminate a subcontract also applies when awarding a subcontract provided that all the other conditions prescribed in the said paragraphs are met.

7-6.08

Clauses 7-6.06 and 7-6.07 apply regardless of clause 7-1.03. The employee must have the required qualifications and meet the requirements determined by the board for the position concerned.

7-6.09

The employee referred to in clause 7-6.06 must produce a certificate from the attending physician stating that the employee may return to work. The medical certificate must not contain any restrictions with respect to the performance of the tasks required by that position.

7-7.00 ORGANIZATION OF WORK**7-7.01**

The board and the union agree to analyse jointly:

- the needs which have been filled to meet increases in workload of a repetitive nature;
- the part-time positions;
- the workload of personnel;
- the periodic positions;
- the overtime paid;
- the number of hours accumulated in the overtime banks and not taken on the preceding June 30.

7-7.02

Unless the board and the union decide otherwise, a joint committee shall be set up in accordance with article 3-2.00 to analyse the data and to find solutions that meet the objectives of this operation.

7-7.03

This operation shall be conducted annually as of the month of February. The parties shall identify the pertinent information and the board shall forward the information to the union at least thirty (30) days before the beginning of the operation.

The board shall also forward the information on subcontracts.

7-7.04

The objective of this operation is to improve the quality of the existing positions and to create, as a priority, full-time positions or, failing this, part-time positions by combining different compatible needs while taking into account:

- the various categories of employment;
- the needs of schools, centres and departments;
- the different periods during which work must be carried out;
- the change foreseen in the student population;
- the possibility of the board being able to use a surplus employee.

7-7.05

The board must consider the solutions set forth by the committee.

CHAPTER 8-0.00 OTHER WORKING CONDITIONS**A1 8-1.00 SENIORITY****8-1.01 At the Coming Into Force of the Agreement**

Subject to Appendix 27, the employee in the employ of the board on February 1, 2006, shall maintain the seniority already acquired on that date according to the calculation provided for in article 8-1.00 of the 2000-2002 collective agreement.

Within sixty (60) days of April 30, 2006, the board shall communicate to the union the official seniority list in effect on that date. The seniority included in this list cannot be the object of a grievance, notwithstanding any provision to the contrary.

8-1.02 Order of Seniority

Subject to Appendix 27, the seniority of the regular employee shall correspond to his or her seniority recognized on the preceding June 30 and shall be expressed in terms of years, months and days. As of February 1, 2006, seniority shall become an order of seniority established according to the present article and cannot be modified, subject to clauses 8-1.03 and 8-1.04.

8-1.03 Computing the Order of Seniority for the Employee Acquiring the Status of Regular Employee

When an employee acquires the status of regular employee after February 1, 2006, the board shall compute the seniority he or she has acquired as of June 30 of the preceding year.

Seniority shall be recognized as every period worked for the board before obtaining such a status as an employee referred to in clause 1-2.31 or 1-2.34 or in articles 10-1.00 and 10-2.00 or in article 10-3.00 of a previous collective agreement, retroactively to the first date of hiring, unless there was a work interruption for more than twenty-four (24) months, in which case the time worked before the interruption shall not be counted. The period worked shall be calculated in proportion to the regular working hours.

At the date when this employee acquires the status of regular employee, the board shall enter the employee on the seniority list according to his or her order of seniority. However, when the employee referred to in the first paragraph has not accumulated seniority as of June 30 of the preceding year, the board shall enter the employee at the bottom of the official seniority list.

The board shall inform the employee in writing of his or her seniority, expressed in years, months and days, and of his or her order of seniority, and shall forward a copy to the union. The employee who claims an error in the computing of his or her seniority may submit a grievance in accordance with the procedure for settling grievances and arbitration within forty-five (45) days of the board forwarding the notice.

The employee who belongs to a group of employees different from the one mentioned above and who is integrated into a position belonging to one of the classes of employment provided for in the Classification Plan shall be entered at the bottom of the official seniority list. However, for purposes other than movement of personnel or security of employment, his or her seniority shall correspond to his or her period of employment with the board.

8-1.04 Loss of Seniority and of the Order of Seniority

A regular employee shall lose seniority and his or her order of seniority in the following cases:

- A) when the employee's employment is permanently terminated;
- B) when the employee is laid off for a duration in excess of twenty-four (24) months;
- C) when the employee refuses or fails to return to work without a valid reason within the ten (10) days of a recall to work by registered letter or fax sent to his or her last known address.

8-1.05 Updating the Seniority List

On June 30 of each fiscal year, the board shall update the seniority list for all regular employees already entered on the official list and shall add to each employee an additional year without any prorating.

No later than August 31 of every year, the board shall send a copy of this list to the union and post the list in its buildings for a period of forty-five (45) days.

8-1.06 Official Seniority List

The posted seniority list shall become official upon the expiry of the posting period, subject to the changes resulting from a grievance submitted before the list becomes official. However, a revision requested after the list becomes official cannot have any retroactive effect prior to the filing of the grievance that arose with regard to the list. Any alleged error concerning the updating of 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. The present clause shall apply after each updating of the seniority list.

8-1.07 Employee Absent During the Posting of the Seniority List

When the board posts the seniority list, it shall forward a copy to the employee who is absent for the first four (4) weeks of the posting; however, this fact cannot have the effect of preventing the seniority list from becoming official nor shall it delay or extend the posting period.

8-2.00 WORKWEEK AND WORKING HOURS**8-2.01 Categories of Technical and Administrative Support Positions**

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

8-2.02 Category of Labour Support Positions

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

A1 8-2.03

Notwithstanding clause 8-2.01 or 8-2.02, the regular workweek of certain classes of employment such as stationary engineer and guard may be divided differently according to the needs of the department, subject to clauses 8-2.12 and 8-2.13. It is agreed that any schedule which includes work on a Saturday or Sunday also includes two (2) consecutive days off.

8-2.04

In the case where the former agreement provided for a different number of weekly working hours, the board and the union may agree to maintain this number of hours or to adopt the number of hours provided for in clause 8-2.01 or 8-2.02, as the case may be, and the work schedule shall be adapted accordingly. Failing an agreement, the number of working hours in effect shall be maintained. However, the board shall not be required to maintain a number of regular weekly working hours which exceeds the duration of a regular workweek provided for in the Act respecting labour standards and inherent regulations.

A1 8-2.05

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, and in relation to 35 hours for employees with a position in a day care service.

A1 8-2.06

When creating positions in day care service and special education, the board shall include the greatest number of hours possible without exceeding the thirty-five (35)-hour regular workweek.

8-2.07

In establishing the work schedule of a day care service position, the board shall try to maintain the number of children per group at twenty (20).

A1 8-2.08

Day care service positions must include time when the students are not present, and this time shall be devoted to the planning, preparation and organization required for services rendered to students, meetings with the school team and follow-up with those involved in intervention efforts or with parents.

A1 8-2.09

In establishing special education positions, the board must take into account the services offered to special education students and students with handicaps or learning disabilities attending a day care service.

In addition, special education positions must include time when the students are not present, and this time shall be devoted to the preparation, organization and planning required for services rendered to students, meeting with the school team and follow-up those involved in intervention efforts or with parents. However, this time does not apply to the class of employment of attendant for handicapped students.

8-2.10

In the case where the former collective agreement or a board regulation or resolution in effect in 1975-1976 permitted employees to benefit from a regular workweek with fewer working hours during the summer, this provision shall be maintained under the same conditions for the duration of the agreement.

8-2.11

The employee shall be entitled to a paid fifteen (15)-minute rest period, per half-day of work, taken towards the middle of the period.

8-2.12

The board shall maintain the work schedules in effect on December 16, 2005.

8-2.13

The work schedules may be altered after written agreement between the union and the board. However, the board may alter the existing work schedules due to administrative or pedagogical needs. The board shall give the union and the employee concerned at least a thirty (30)-day written notice before implementing the new schedule. Either the employee concerned or the union may, within thirty (30) working days of sending the notice, resort to the procedure for settling grievances and arbitration.

When the roll is prepared, such grievance shall be entered and heard as a priority.

At the time of arbitration, the burden of proof lies with the board. The arbitrator's mandate shall be to decide whether the changes were necessary; if they were not, the board must reinstate the former schedules and must 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 to the contrary between the union and the board, no modification may cause an employee to work split shifts.

A1 8-2.14

Only clauses 8-2.05 to 8-2.08 and clause 8-2.11 shall apply to the employees with a position in day care service.

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 workday or outside the hours provided by his or her schedule, shall be considered as overtime.

8-3.02

Overtime shall be assigned to the employee who started the work. If the work is not started during the regular working hours, the overtime 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, adult education centre, vocational training centre or territorial division.

8-3.04

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

If no other employee in the same class of employment, able to perform the work without interrupting the smooth operation of the work, accepts, the board shall designate an employee who is able to perform the work by taking the inverse order of seniority into account.

8-3.05

For the overtime carried out, the employee shall benefit from the following:

- A) for all the hours worked in addition to the number of hours of his or her regular workday or outside of the hours provided for in his or her schedule and during a weekly day off: from a leave of a duration equal to one and a half 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: from a leave of a duration equal to one and a half the time actually worked as overtime;
- C) for all the hours worked on Sunday or during the second weekly day off: from a leave of a duration equal to double the time actually worked as overtime.

8-3.06

The board and the employee shall agree on terms and conditions for applying 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 paragraphs A), B) and C) of the preceding clause may be taken, the overtime shall be remunerated according to the rates provided for in clause 8-3.07.

When the board and the employee have agreed on the time when the leave is to be taken but it cannot be taken at that time either due to the needs of the department or due to circumstances beyond the employee's control, the employee shall then choose to either have the overtime remunerated according to the rates provided for in clause 8-3.07 or take it in time off in accordance with paragraphs A), B) and C) of clause 8-3.05; in this latter case, the board and the employee shall agree on the time when the leave may be taken.

8-3.07

Notwithstanding the foregoing, the board and the employee may agree that the overtime be remunerated according to the following rates:

- A) at one and a half times the hourly rate in the cases provided for in paragraphs A) and B) of clause 8-3.05;

B) at double the hourly rate in the cases provided for in paragraph C) of clause 8-3.05.

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 in accordance with clause 8-3.06 if this is more advantageous than the application of clause 8-3.05 of the agreement, where applicable.

Notwithstanding the foregoing, the board and the employee may agree that these four (4) hours be remunerated at the regular rate.

8-3.09

When overtime is paid in accordance with the foregoing, it must be within a maximum period of one month after the claim duly signed is submitted by the employee and approved by the board. The board shall provide the forms.

A1 8-3.10

Clauses 8-3.05 to 8-3.07 and clause 8-3.09 shall apply to the employee working in a day care service only when he or she has to work more than thirty-five (35)¹ hours.

8-4.00 DISCIPLINARY MEASURES

8-4.01

Every disciplinary measure and the reasons therefore must be set forth in a written notice addressed to the employee concerned. A copy of such a 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 that meeting, the board shall inform the union and the employee of the reasons for such a measure. To this end, the employee must receive at least a forty-eight (48)-hour written notice before the meeting specifying the time and the location where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of such a notice shall also be forwarded to the union at the same time.

In the case of an indefinite suspension or dismissal based on a moral or criminal issue, the meeting between the board, the employee and the union shall be convened within forty-eight (48) hours of the board's initial decision.

Following any meeting held pursuant to this clause, the board must inform the employee of its final decision, by written notice, within the time limit mentioned in clause 8-4.11. A copy of the notice shall also be sent to the union within the same time limit.

The fact that the union or the employee does not attend the meeting duly summoned shall not prevent the 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 suspended; in this case and in the case where the board decides to convene an employee regarding any other disciplinary measure which concerns him or her, the employee must receive at least a forty-eight (48)-hour written notice specifying the time and the location where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of the notice shall be forwarded to the union at the same time.

¹ However, any hour that an employee works in addition to the thirty-five (35) hours as a result of the application of clause 8-2.04, or any agreement in lieu thereof, cannot be considered as overtime.

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

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

8-4.04

The 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, upon the employee's written authorization, the union representative may consult an employee's official file on two (2) other occasions during the year.

8-4.05

An 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 the suspension, the employee 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 only invoke an infraction placed in the official file for which a disciplinary measure has been issued within twelve (12) months of such infraction.

However, if more than one infraction of the same nature was committed within these twelve (12) months, each of these infractions including the first one mentioned in the preceding paragraph may only be invoked within the twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the file.

8-4.09

No disciplinary measure rescinded by the board may be invoked against an employee; the same applies to a disciplinary measure declared unjustified by an arbitrator and the facts giving rise thereto.

8-4.10

The provincial negotiating parties agree to grant priority to dismissal cases when preparing the arbitration roll.

8-4.11

Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such a measure or after the board's cognizance of such an incident shall be null, void and illegal for the purpose of the agreement. However, in the case of modifications to an indefinite suspension, the thirty (30)-day limit does 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 as long as the grievance has not been settled. An 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.

A1 8-5.00 HEALTH AND SAFETY

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

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 the Act 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 clothing, uniform or special article.

8-6.02

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

8-6.03

The upkeep of uniforms, clothing, special articles or safety shoes supplied by the board shall be the employee's responsibility except special clothing such as overalls, smocks and other similar items used exclusively on the premises and for working purposes.

8-6.04

In the case where the former agreement so provided, the board shall continue to supply the apparel and uniforms according to the conditions specified therein.

8-6.05

Any grievance concerning the application of this article shall be referred to the summary grievance procedure prescribed in article 9-3.00.

A1 8-7.00 TECHNOLOGICAL CHANGES

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

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

9-1.00 PROCEDURE FOR SETTLING GRIEVANCES

9-1.01

Any employee who has a problem concerning his or her working conditions which may give rise to a grievance must discuss it immediately with his or her immediate superior in order to attempt to solve it, accompanied if he or she wishes, by his or her union representative or substitute. Should the union delegate or his or her substitute be unable to act or in their absence, a union representative may accompany the employee if the latter so wishes. However, the fact that the employee has not followed this procedure shall not cause the employee to lose any rights.

When the meeting provided for in the preceding paragraph has taken place with the immediate superior but has not resolved the problem raised, the union representative may, for the purposes of clause 3-1.06, meet with the employee concerned to formulate a grievance, notwithstanding the first paragraph of clause 3-1.06; in this case, the union representative shall not be released after the grievance has been formulated.

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 grievances, the board and the union shall comply with the following procedure:

A) Step One

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)¹ days of the date of the event that gave rise to the grievance.

Within ten (10) working days of receiving a grievance and at the written request of the board or union, the board representative or the union representative must meet to discuss the grievance. However, the fact that they fail to do so shall not cause neither the employee nor the union to lose any rights.

The union representative may be accompanied by the plaintiff who so desires. A maximum of three (3) union representatives may be released without loss of salary nor reimbursement in order to take part in the meeting. In the case of a group grievance, only one plaintiff may attend the meeting.

The board shall give its written reply to the union within the twenty (20) working days of receiving 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) Step Two

In the case of an unsatisfactory reply, no reply or the reply of the board was not forwarded within the time limit prescribed, the union may submit the grievance to arbitration according to the provisions of this chapter.

9-1.04

The union may file 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 Littoral School Board.

9-1.05

The time limits referred to in this article shall be compulsory. However, the board and the union may agree in writing to extend the time limits.

Failure to comply with the time limits provided for in this article shall render the grievance null, void and illegal for the purpose of the 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 must be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance. If such an amendment is submitted within the five (5) 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 distressed 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)¹ 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 of the board's written reply, if any, and it must be sent by registered mail or by 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 the disruption, the union shall forward the aforementioned documents as quickly as possible.

¹ Read forty-five (45) days for the Littoral School Board.

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

Address: Greffe des tribunaux d'arbitrage
du secteur de l'éducation
Édifice Lomer-Gouin
575, rue Saint-Amable, bureau 2.02
Québec (Québec) G1R 5Y8

Beaulieu, Francine	Ladouceur, André
Blouin, Rodrigue	Lavery, Daniel
Boisvert, Marc	Lussier, Jean-Pierre
Brault, Serge	Morency, Jean M.
Charlebois, Paul	Morin, Fernand
Choquette, Robert	Morin, Marcel
Côté, Martin	Nadeau, Denis
Ferland, Gilles	Rondeau, Claude
Fortier, François G.	Roy, Jean-Guy
Frumkin, Harvey	Tousignant, Lyse
Gagnon, Denis	Tremblay, Denis
Gauvin, Jean	Tremblay, Jean-Pierre
Gosselin, Ginette	Villagi, Jean-Pierre
Hamelin, François	

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

Moreover, the Centrale, the Fédération and the Ministère shall appoint the following persons to act as arbitrator until June 30, 2005:

Bastien, François	Fortier, Diane
Bhérier, Jacques	Lalande, Serge
Doyon, Louise	Paquette, Bernard
Faucher, Nathalie	Poulin, Marc
Filion, Gilles	Ross, Claudette
Flynn, Maureen	

However, during their first two (2) arbitration sessions of a different nature, the persons appointed to act as arbitrator until June 30, 2005, shall proceed with the assistance of assessors, unless otherwise agreed to by the representatives of the Centrale, the Fédération and the Ministère when the monthly arbitration roll is prepared as prescribed in clause 9-2.06.

9-2.03

In the event of 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, interests in the dispute or 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 pledge on their honour before the chief arbitrator for the term of the agreement, to render their decisions in conformity with the law and the agreement.

9-2.05

After the records office registers the notice of arbitration mentioned in clause 9-2.01, it shall acknowledge receipt without delay to the union. A copy of the acknowledgment, the grievance notice and the notice of arbitration shall be sent, without delay, to the Centrale, the Fédération, the Ministère and the board concerned.

A1 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 provincial 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. However, arbitration shall take place in the territory of the board when agreed to by the board and the union;
- D) indicate for each grievance whether the arbitration is referred to a single arbitrator or an arbitrator assisted by assessors according to the procedure described in this article, to a single arbitrator according to the summary arbitration procedure prescribed in article 9-3.00 or to an arbitrator according to the accelerated procedure described in Appendix 17.

The records office shall notify the arbitrators, the assessors, the parties concerned, the Centrale, the Fédération and the Ministère.

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.

A1 9-2.07

The single arbitrator appointed to hear a grievance according to the summary arbitration procedure prescribed in article 9-3.00 shall be so informed by the records office.

The same applies to the arbitrator appointed to hear a grievance according to the accelerated procedure described in Appendix 17 or to act as a mediator in the prearbitration mediation.

9-2.08

Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, 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.

9-2.09

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.

9-2.10

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.

A1 9-2.11

The arbitrator shall proceed with all dispatch with the investigation of the grievance according to the procedure and evidence he or she deems appropriate.

The arbitrator shall ensure that the operating rules of the records office are complied with, particularly those found in Appendix 17.

9-2.12

At any time before the end of the hearings, the provincial negotiating union group, the Fédération and the Ministère may individually or collectively intervene and may make any representation to the arbitrator that they deem appropriate or relevant.

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

9-2.13

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.

9-2.14

The arbitrator may deliberate in the absence of an assessor provided that he or she has been informed at least seven (7) days in advance in accordance with clause 9-2.08.

9-2.15

The arbitrator must render his or her decision within the forty-five (45) days that follow the end of the hearing, except in the case of the presentation of written notes, in which case the board and the union may agree to extend the time limit. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

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

9-2.16

The arbitration decision shall state the reasons therefore and shall be signed by the arbitrator.

The 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 or the chief arbitrator shall forward a copy of the said 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.

9-2.17

At any time before the 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.

9-2.18

An arbitrator may not, by his or her decision, subtract from, add to or modify the clauses of the agreement.

9-2.19

Subject to articles 2-1.00, 9-1.00, 9-2.00 and 9-3.00, a grievance filed by an employee who is no longer in the employ of the board or by the union 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 entitles him or her to a monetary claim.

9-2.20

As regards a disciplinary measure, the arbitrator may uphold, modify or annul the decision of the board. All compensation must take into account the amounts earned by the said employee during the period in which he or she should not have been suspended or dismissed.

9-2.21

The chief arbitrator shall choose the chief records clerk.

A1 9-2.22**A) Arbitrators' Fees and Expenses**

The arbitrator's expenses and fees shall be borne by the losing party except in the case of a grievance contesting a dismissal, in which case they shall be borne by the Ministère.

If the grievance is partially upheld, the arbitrator shall determine the proportion of the expenses to be paid by each party. The costs and fees of any third party asked to settle a disagreement in a mediation are borne equally by the board and the union.

B) Terms and Conditions

Paragraph A) shall only apply to any grievance filed as of February 1, 2006. Any grievance filed before this date shall be settled as prescribed in clause 9-2.22 of the 2000-2002 collective agreement.

C) Expenses of the Records Office

The expenses of the records office and the salaries of the records office personnel shall be borne by the Ministère.

The arbitration hearings and deliberations shall be held on premises free of rental costs.

9-2.23

The assessors shall be remunerated and their expenses reimbursed by the party they represent.

9-2.24

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 the assessors before the beginning of the deliberation.

9-2.25

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 SUMMARY ARBITRATION PROCEDURE**9-3.01**

The board and the union may agree to specifically refer a grievance to the summary arbitration procedure.

9-3.02

In this case, a notice signed jointly by the representatives of the parties of their intent shall be sent to the records office at the same time as the arbitration notice prescribed in clause 9-2.01. If it cannot be included with the arbitration notice, it must be sent to the records office seven (7) days before the grievance is entered on the arbitration roll.

Should the board and the union fail to sign a joint notice expressing their intent to submit a grievance to the summary arbitration procedure, the board or the union may individually express its intent by forwarding a separate written notice to the records office to this effect.

In this latter case, the records office must receive both the written notice of the union and that of the board seven (7) days before the grievance is entered on the arbitration roll.

9-3.03

Any grievance referred to the summary arbitration procedure shall be heard by an arbitrator whose name appears on the list in clause 9-2.02 of the agreement.

9-3.04

The arbitrator must hear the grievance promptly and render his or her decision within fifteen (15) days after the end of the hearing.

9-3.05

The arbitrator must hear the grievance on the merits before rendering a decision on the preliminary objections, unless he or she can dispose of it at once. In that case, he or she must then base his or her decision on the objection.

9-3.06

The decision must contain a summary description of the dispute and a brief account of the reasons in support thereof. The decision may not be cited or used for any other grievance submitted to arbitration, unless it deals with the same facts and clauses between the same board and the same union.

9-3.07

Article 9-2.00 of the agreement applies to the summary arbitration procedure by making the necessary changes, except for clauses 9-2.03, 9-2.10, 9-2.12, 9-2.14, the first paragraph of clause 9-2.15, the first paragraph of clause 9-2.16 and clause 9-2.24.

9-4.00 DISAGREEMENT**9-4.01**

All disagreements, as defined in clause 1-2.15, shall be referred to the Labour Relations Committee prescribed in article 4-1.00 of the agreement.

CHAPTER 10-0.00 SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES**10-1.00 EMPLOYEES WORKING WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES****10-1.01**

The following provisions 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 categories of technical and paratechnical support and administrative support positions:

he or she shall receive, for each hour worked, the average hourly rate¹ 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; with respect to vacation, the employee shall be entitled to 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 category of labour support positions:

he or she shall receive, for each hour worked, the hourly rate for the class of employment concerned, which rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; with respect to vacation, the employee shall be entitled to 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, vacation benefits if this rate is higher than that provided for in the second subparagraph of paragraph 1 or 2.
5. If an employee receives a remuneration higher than that provided for above by virtue of an agreement concluded between the board and the union, the remuneration shall be that paid on December 16, 2005 as long as the remuneration is higher.
6. The vacation indemnity to which the employee is entitled shall be paid with each pay, provided that this complies with the law and the applicable regulations.

10-1.02

This article does 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.

10-1.03

When an employee is specifically required by the board to look after, in addition to or outside of his or her regular working hours, the preparation, cleaning or supervision of the school during adult education courses, article 6-10.00 concerning the loan and rental of halls applies.

¹ Average hourly rate: minimum salary scale rate plus maximum salary scale rate, the total divided by two (2).

A1 10-1.04

The employee working within the framework of adult education courses shall benefit from the provisions of the following clauses or articles of the agreement:

1-1.01	Objective of the Agreement
1-2.00	The following definitions relevant to an employee's status:
	1-2.02, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.20, 1-2.21, 1-2.30, 1-2.34, 1-2.35, 1-2.36, 1-2.39, 1-2.40
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 Leaves: only clauses 3-3.03, 3-3.04, 3-3.05, 3-3.06, 3-3.07 and 3-3.08 apply
3-4.00	Posting and Distribution
3-5.00	Union Meetings and Use of Premises
3-6.00	Union Dues
3-7.00	Union System
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 16 of the agreement)
5-8.00	Civil Responsibility
6-3.00	Salary Rates and Scales
6-7.00	Travel Expenses
6-11.00	Payment of Salary
7-1.03 H)	Sequence to Follow When Filling a Permanently Vacant or Newly Created Position
7-1.07	Reinstatement in a former position or return to a layoff period following a probation period for a position filled under clause 7-1.03
8-4.00	Disciplinary Measures
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
11-2.00	Printing of the Agreement
11-3.00	Local Arrangements
11-4.00	Appendices
11-5.00	Interpretation of Texts
11-6.00	Coming into Force of the Agreement
Appendix 1	Hourly Salary Scales and Rates
Appendix 4	Provisions Related to Parental Rights

10-1.05

Amounts due under clause 10-1.01 shall be paid according to article 6-11.00 upon the presentation of the claim duly signed by the employee. The board shall provide the forms.

A1 10-1.06

When the board organizes adult education course sessions, it shall establish for each course session its needs in staff covered by this article. Subsequently, the board shall meet its needs in the following order:

- A) it shall recall to work employees of the building concerned by class of employment and order of the duration of employment;
- B) it shall recall to work employees working within the framework of adult education courses and benefiting from a recall right by class of employment and order of the duration of employment;

- C) it shall address all employees by means of a posting of at least five (5) working days inviting employees to submit their application to the authority designated according to the method prescribed. The board shall draw up a list of employees who have submitted their application and shall forward a copy to the union.

The employee who submits his or her application shall automatically accept to work for the entire course session unless he or she is prevented from doing so for a valid reason and for short periods. The employee who refuses such a commitment shall lose his or her right for the current session.

The board shall fill the position in the following order and manner:

- a) it shall fill the position by choosing from among the other employees covered by this article;
- b) it shall fill the position by choosing from among the other employees covered by Chapter 10-0.00 and the temporary employees;
- c) it shall fill the position by choosing from among the part-time regular employees who may hold the adult education position and their part-time position without creating a conflict in their schedule and without applying overtime under the Act respecting labour standards and the inherent regulations;

- D) failing this, the board may hire any other candidate of its choice.

10-1.07

Notwithstanding the preceding clause, 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 weekly working hours in his or her regular workweek greater than the hours of the regular workweek prescribed in the Act respecting labour standards or in the inherent regulations.

10-1.08

In all cases, an employee must have the required qualifications and meet the other requirements determined by the board.

A1 10-1.09

If more than one candidate meets the conditions prescribed in the preceding clause, the board shall proceed in the following manner:

- in the case of employees referred to in subparagraphs a) and b) of paragraph C) of clause 10-1.06, according to equivalent seniority obtained by the application of clause 8-1.03;
- in the case of employees referred to in subparagraph c) of paragraph C) of clause 10-1.06, according to the order of seniority.

10-1.10

The employee hired within the framework of this article shall undergo a probation period of sixty (60) days actually worked. However, the probation period shall be ninety (90) days actually worked for employees occupying a position in the subcategory of technical support positions. During the probation period, the board may terminate an employee's employment.

An employee occupying a position of less than seventy-five percent (75%) of thirty-five (35) hours or thirty-eight hours and forty-five minutes (38 h 45 min) according to the employment category, shall undergo a probation period equal to that prescribed above, as the case may be, or a probation period equal to nine (9) consecutive months, whichever is the lesser.

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

10-1.11

A laid-off employee who has completed the probation period mentioned in clause 10-1.10 shall benefit from a right of recall to work for a period of eighteen (18) months following his or her layoff.

10-1.12

For the purpose of this article, the duration of employment corresponds to the period of employment of an employee computed 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 be taken into account.

As of July 1, 2000, the duration of employment shall be calculated in hours worked. It shall be added, where applicable, to the duration of employment accumulated on June 30, 2000.

10-1.13

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.

10-1.14

Notwithstanding this article, the board may always use the services of an employee in surplus or a person in surplus in its employ.

A1 10-2.00 CAFETERIA EMPLOYEES AND STUDENT SUPERVISORS WORKING RESPECTIVELY LESS THAN FIFTEEN (15) HOURS PER WEEK**10-2.01**

- A) The employee referred to in this article shall be entitled to the salary rate which applies to him or her in accordance with articles 6-1.00, 6-2.00 and 6-3.00.
- B) The salary rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; with respect to vacation, the employee shall be entitled to an amount equal to eight percent (8%) of his or her salary.
- C) The vacation indemnity to which the employee is entitled shall be paid on each pay, provided that this complies with the law and applicable regulations.

However, the student supervisor in the employ of the board on June 3, 1988 who receives the average salary rate calculated under clause 10-2.01 of the *Provisions constituting the 1983-1985 collective agreements* shall continue to receive the average salary rate if it is more advantageous.

A1 10-2.02

The cafeteria employee or the student supervisor in the employ of the board on February 1, 2006, who, although working ten (10) hours or less per week had, on the date of the signing of the 1979-1982 agreement, a position as prescribed in the 1975-1979 agreement shall maintain his or her part-time position and status subject to Chapter 7-0.00 and provided there was no break in his or her employment ties since that date.

The cafeteria employee or student supervisor who hold a part-time position with less than fifteen (15) hours per week and who has been in the employ of the board since February 1, 2006 shall maintain his or her position and status subject to Chapter 7-0.00 and provided there was no break in his or her employment ties since that date.

A1 10-2.03

The employee referred to in this article shall benefit from the provisions of the following clauses or articles of the agreement:

- 1-1.01 Objective of the Agreement
- 1-2.00 The following definitions relevant to an employee's status:
 - 1-2.02, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.20, 1-2.21, 1-2.30, 1-2.34, 1-2.35, 1-2.36, 1-2.39, 1-2.40
- 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 Leaves: only clauses 3-3.03, 3-3.04, 3-3.05, 3-3.06, 3-3.07 and 3-3.08 apply
3-4.00	Posting and Distribution
3-5.00	Union Meetings and Use of Premises
3-6.00	Union Dues
3-7.00	Union System
3-8.00	Documentation
4-1.00	Labour Relations Committee
4-3.00	Participation in the Governing Board
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 16 of the agreement)
5-7.02 A)	Organizational Professional Improvement
5-7.02 B)	Occupational Professional Improvement
5-8.00	Civil Responsibility
5-9.00	Leaves Without Salary for Studies
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary Rates and Scales
6-7.00	Travel Expenses
6-11.00	Payment of Salary
7-1.03 H)	Sequence to Follow When Filling a Permanently Vacant or Newly Created Position
7-1.07	Reinstatement in a former position or return to a layoff period following a probation period for a position filled under clause 7-1.03
7-1.10	Qualifications and Requirements
7-6.00	Contracting Out
8-4.00	Disciplinary Measures
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
9-1.00	Procedure for settling grievances for the purposes of applying this article
9-2.00	Arbitration procedure for the purposes of applying this article
9-3.00	Summary arbitration procedure for the purposes of applying this article
9-4.00	Disagreement for the purposes of applying this article
11-2.00	Printing of the Agreement
11-3.00	Local Arrangements
11-4.00	Appendices
11-5.00	Interpretation of Texts
11-6.00	Coming into Force of the Agreement
Appendix 1	Hourly Salary Scales and Rates
Appendix 4	Provisions Related to Parental Rights

10-2.04

Amounts due under this article shall be paid according to article 6-11.00 upon the presentation of the claim duly signed by the employee. The board shall provide the forms.

10-2.05

The employee hired within the framework of this article shall undergo a probation period of sixty (60) days actually worked or a probation period of nine (9) consecutive months, whichever is the lesser. During the probation period, the board may terminate his or her employment.

Any absence during that period shall be added to it.

A1 10-2.06

During a 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 duration of employment.

In the case of a recall, the board shall proceed first by place of work, class of employment and according to the duration of employment of the employees who have been laid off for less than eighteen (18) months and, secondly, by class of employment and duration of employment according to a list maintained at the board level on which the board registered the employees who were laid off for less than eighteen (18) months and who requested to be registered on the list in writing.

To benefit from this right of recall, the employee must have completed the probation period referred to in clause 10-2.05.

If there is a possibility of adding hours or of a replacement, the hours shall be assigned by order of the duration of employment and, as a priority, by place of work, without however arriving at fifteen (15) hours per week.

10-2.07

For the purpose of this article, the duration of employment corresponds to the employee's period of employment computed as of the beginning of his or her employment within the framework of this article.

As of July 1, 2000, the duration of employment shall be calculated in hours worked. It shall be added, where applicable, to the duration of employment accumulated on June 30, 2000.

CHAPTER 11-0.00 MISCELLANEOUS PROVISIONS**A1 11-1.00 DEPOSITS TO A SAVINGS INSTITUTION OR CREDIT UNION**

This matter shall be negotiated and agreed upon at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2).

As of February 1, 2006, the text of this article as referred to in Appendix 25 shall constitute the text agreed upon by the board and the union as long as it is not modified, repealed or replaced.

11-2.00 PRINTING OF THE AGREEMENT**A1 11-2.01**

The provincial negotiating employer group shall print the text of the agreement in a single format without delay after April 30, 2006 and shall make a copy available to each employee as well as sufficient copies to the union. The employer group shall distribute the Classification Plan in the same manner.

11-2.02

A copy of the text in English shall also be made available to the employees and unions concerned.

11-2.03

The deadlines prescribed in the agreement in which to submit a grievance shall be extended until the provincial negotiating union group has received sufficient copies of the agreement for the employees, members of the unions, on behalf of whom it negotiates.

A1 11-2.04

For the purposes of applying clauses 11-2.01 and 11-2.03, the provincial negotiating union group shall inform the provincial negotiating employer group, within thirty (30) days of April 30, 2006, of the exact number of copies of the agreement and of the Classification Plan required to permit a distribution to the employees, members of the unions, on behalf of whom it negotiates.

11-3.00 LOCAL ARRANGEMENTS**11-3.01**

The board and the union may agree on local arrangements according to the procedure prescribed in this article.

In accordance with section 70 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2), the provincial negotiating parties may adapt the agreement by replacing or implementing clauses in keeping with the characteristics of the various workplaces.

However, the following subjects are excluded from the application of the preceding paragraph:

- salaries and salary scales;
- salary insurance quantum;
- parental rights quantum;
- vacation quantum;
- overtime quantum;
- acquisition of tenure;
- regional disparities (except for clause 6-9.13)
- priority of employment;
- security of employment.

11-3.02

No local arrangement may directly or indirectly modify a provision of the agreement which cannot be the subject of a local arrangement.

As of the coming into force of the agreement and until a local arrangement is replaced, the parties agree to conform to the same provisions as those prescribed in the former local arrangement.

11-3.03

Failing a local arrangement on a subject for which the agreement or the law so provides, the agreement applies.

11-3.04

The board or the union may give an eight (8)-day written notice of its intention to meet the other party for the purpose of discussing the replacement of one or more provisions of the agreement which could be the subject of local arrangements.

11-3.05

To be considered valid, any agreement constituting a local arrangement under this article must meet the following requirements:

- A) it must be in writing;
- B) the board and the union must sign it through their authorized representatives;
- C) any article thus modified must appear in the agreement;
- D) it must be filed in accordance with the provisions of the Labour Code;
- E) the date of the application of the agreement must be stipulated therein and may in no case be prior to the coming into force of the agreement and, unless otherwise provided, this agreement shall be in effect until it is replaced or, at the latest, until the coming into force of new stipulations negotiated and agreed at the provincial level.

11-3.06

No provision of this article may give rise to the right to strike or to lockout nor may it lead to a dispute as defined in the Labour Code.

11-3.07

A local arrangement may be cancelled or replaced by a written agreement between the board and the union. Such agreement must fulfill the requirements of clause 11-3.05.

11-3.08

At the union's request, the board shall release, without loss of salary, including applicable premiums, if any, or reimbursement, a maximum of three (3) employees designated by the union in order to participate in the joint meetings required to discuss the provisions arising from this article. The employee must notify his or her immediate superior before the leave.

11-4.00 APPENDICES**11-4.01**

The appendices are an integral part of the agreement.

11-5.00 INTERPRETATION OF TEXTS**11-5.01**

The French text shall constitute the official text of the agreement.

11-5.02

Whenever, in the agreement, reference is made to the 1989-1991 collective agreement, it includes the collective agreement and its extensions.

11-5.03

For the purposes of the wording of the agreement, the parties have agreed to use the feminine and masculine genders in all designations of persons. To this end, the parties have established the rules of drafting that are found in Appendix 8 (applicable to French text only).

The application of these rules does not have the effect of modifying the rights and benefits which would have applied had the text been written in the masculine gender and, unless the context is to the contrary, may not have the effect of granting different rights or benefits to women or to men.

11-5.04

On the one hand, the Ministère and the Fédération and, on the other hand, the provincial negotiating union group, shall agree on an English translation of the official text of the agreement.

11-5.05

The provincial negotiating employer group, the Fédération and the Ministère agree that, in the event of a change in status or in the role of the provincial negotiating employer group that makes it unable to carry out the obligations incurred in the agreement, the Fédération and the Ministère shall assume those obligations as if they themselves acquiesce in the terms and conditions of this agreement.

11-5.06

For the purposes of this agreement, the use of a fax shall constitute, in all cases, a valid method for transmitting a written notice.

11-6.00 COMING INTO FORCE OF THE AGREEMENT**11-6.01**

Pursuant to the Act respecting conditions of employment in the public sector (S.Q., 2005, chapter 43), the 2000-2002 collective agreement and its amendments are renewed and come into force on December 16, 2005.

However, in accordance with the Act, the provisions amending the renewed 2000-2002 collective agreement come into force on:

- December 16, 2005 as regards the provisions of Schedule 1 of the Act, except those dealing with parental rights, which come into force on January 1, 2006;
- February 1, 2006 as regards the provisions ensuing from the agreement in principle concluded between the Fédération du personnel de soutien scolaire (FPSS-CSQ) and the Management Negotiating Committee for French-language School Boards (CPNCF) on December 15, 2005. These provisions are preceded by the initials A1.

The provisions have no retroactive effect, unless otherwise provided.

11-6.02

The agreement expires on March 31, 2010.

However, the working conditions provided for in the agreement shall continue to apply until the signing of a new collective agreement.

11-6.03

Unless otherwise provided, the agreement shall replace any former collective agreement concluded between the board and the union.

Notwithstanding the preceding paragraph, the provisions of the 2000-2002 collective agreement negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2) shall continue to be in force as long as they are not modified, repealed or replaced by agreement between the board and the union in accordance with the law.

APPENDIX 1 HOURLY SALARY SCALES AND RATES
FOR THE PERIODS:

- **until 2006-03-31**
- **from 2006-04-01 to 2007-03-31**
- **from 2007-04-01 to 2008-03-31**
- **from 2008-04-01 to 2009-03-31**
- **as of 2009-04-01**

HOURLY SALARY SCALES AND RATES

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HOURLY SALARY SCALES AND RATES

I- CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS

I-1 Subcategory of Technical Support Positions

Class of employment: **Nurse**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	18.07	18.43	18.80	19.18	19.56
02	18.74	19.11	19.49	19.88	20.28
03	19.45	19.84	20.24	20.64	21.05
04	20.15	20.55	20.96	21.38	21.81
05	20.89	21.31	21.74	22.17	22.61
06	21.68	22.11	22.55	23.00	23.46
07	22.48	22.93	23.39	23.86	24.34
08	23.29	23.76	24.24	24.72	25.21
09	24.15	24.63	25.12	25.62	26.13
10	25.04	25.54	26.05	26.57	27.10
11	25.98	26.50	27.03	27.57	28.12
12	26.93	27.47	28.02	28.58	29.15

Classes of employment: **Day Care Service Technician
Documentation Technician
Braille Technician
Psychometry Technician**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	15.35	15.66	15.97	16.29	16.62
02	15.97	16.29	16.62	16.95	17.29
03	16.50	16.83	17.17	17.51	17.86
04	17.12	17.46	17.81	18.17	18.53
05	17.73	18.08	18.44	18.81	19.19
06	18.37	18.74	19.11	19.49	19.88
07	18.99	19.37	19.76	20.16	20.56
08	19.74	20.13	20.53	20.94	21.36
09	20.49	20.90	21.32	21.75	22.19
10	21.26	21.69	22.12	22.56	23.01
11	22.00	22.44	22.89	23.35	23.82
12	22.82	23.28	23.75	24.23	24.71

Classes of employment: **Audiovisual Technician**
Recreational Activities Technician

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	15.10	15.40	15.71	16.02	16.34
02	15.72	16.03	16.35	16.68	17.01
03	16.24	16.56	16.89	17.23	17.57
04	16.83	17.17	17.51	17.86	18.22
05	17.44	17.79	18.15	18.51	18.88
06	18.06	18.42	18.79	19.17	19.55
07	18.69	19.06	19.44	19.83	20.23
08	19.41	19.80	20.20	20.60	21.01
09	20.16	20.56	20.97	21.39	21.82
10	20.90	21.32	21.75	22.19	22.63
11	21.63	22.06	22.50	22.95	23.41
12	22.44	22.89	23.35	23.82	24.30

Classes of employment: **Administration Technician**
Graphic Arts Technician
School Transportation Technician

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	15.38	15.69	16.00	16.32	16.65
02	15.89	16.21	16.53	16.86	17.20
03	16.55	16.88	17.22	17.56	17.91
04	17.13	17.47	17.82	18.18	18.54
05	17.81	18.17	18.53	18.90	19.28
06	18.43	18.80	19.18	19.56	19.95
07	19.19	19.57	19.96	20.36	20.77
08	19.89	20.29	20.70	21.11	21.53
09	20.63	21.04	21.46	21.89	22.33
10	21.40	21.83	22.27	22.72	23.17
11	22.21	22.65	23.10	23.56	24.03
12	23.07	23.53	24.00	24.48	24.97

Class of employment: **Food Management Technician**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	17.63	17.98	18.34	18.71	19.08
02	18.18	18.54	18.91	19.29	19.68
03	18.71	19.08	19.46	19.85	20.25
04	19.21	19.59	19.98	20.38	20.79
05	19.78	20.18	20.58	20.99	21.41
06	20.37	20.78	21.20	21.62	22.05
07	20.91	21.33	21.76	22.20	22.64
08	21.47	21.90	22.34	22.79	23.25
09	22.13	22.57	23.02	23.48	23.95
10	22.74	23.19	23.65	24.12	24.60
11	23.48	23.95	24.43	24.92	25.42
12	24.12	24.60	25.09	25.59	26.10

Classes of employment: **Social Work Technician
Special Education Technician
School Organization Technician**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	17.24	17.58	17.93	18.29	18.66
02	17.76	18.12	18.48	18.85	19.23
03	18.32	18.69	19.06	19.44	19.83
04	18.89	19.27	19.66	20.05	20.45
05	19.50	19.89	20.29	20.70	21.11
06	20.07	20.47	20.88	21.30	21.73
07	20.71	21.12	21.54	21.97	22.41
08	21.36	21.79	22.23	22.67	23.12
09	22.02	22.46	22.91	23.37	23.84
10	22.68	23.13	23.59	24.06	24.54
11	23.41	23.88	24.36	24.85	25.35
12	24.12	24.60	25.09	25.59	26.10

Classes of employment: **Laboratory Technician**
Building Technician
Electronics Technician
Vocational Training Technician

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	16.63	16.96	17.30	17.65	18.00
02	17.14	17.48	17.83	18.19	18.55
03	17.67	18.02	18.38	18.75	19.13
04	18.23	18.59	18.96	19.34	19.73
05	18.81	19.19	19.57	19.96	20.36
06	19.36	19.75	20.15	20.55	20.96
07	19.97	20.37	20.78	21.20	21.62
08	20.59	21.00	21.42	21.85	22.29
09	21.24	21.66	22.09	22.53	22.98
10	21.88	22.32	22.77	23.23	23.69
11	22.57	23.02	23.48	23.95	24.43
12	23.27	23.74	24.21	24.69	25.18

Class of employment: **Data Processing Technician**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	17.39	17.74	18.09	18.45	18.82
02	17.98	18.34	18.71	19.08	19.46
03	18.53	18.90	19.28	19.67	20.06
04	19.18	19.56	19.95	20.35	20.76
05	19.79	20.19	20.59	21.00	21.42
06	20.42	20.83	21.25	21.68	22.11
07	21.08	21.50	21.93	22.37	22.82
08	21.79	22.23	22.67	23.12	23.58
09	22.51	22.96	23.42	23.89	24.37
10	23.24	23.70	24.17	24.65	25.14
11	23.99	24.47	24.96	25.46	25.97
12	24.78	25.28	25.79	26.31	26.84

Class of employment: **Data Processing Technician, principal class**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	20.80	21.22	21.64	22.07	22.51
02	21.51	21.94	22.38	22.83	23.29
03	22.21	22.65	23.10	23.56	24.03
04	22.99	23.45	23.92	24.40	24.89
05	23.77	24.25	24.74	25.23	25.73
06	24.56	25.05	25.55	26.06	26.58
07	25.48	25.99	26.51	27.04	27.58
08	26.37	26.90	27.44	27.99	28.55
09	27.30	27.85	28.41	28.98	29.56

Class of employment: **Interpreter-Technician**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	17.89	18.25	18.62	18.99	19.37
02	18.50	18.87	19.25	19.64	20.03
03	19.08	19.46	19.85	20.25	20.66
04	19.73	20.12	20.52	20.93	21.35
05	20.37	20.78	21.20	21.62	22.05
06	21.01	21.43	21.86	22.30	22.75
07	21.71	22.14	22.58	23.03	23.49
08	22.43	22.88	23.34	23.81	24.29
09	23.16	23.62	24.09	24.57	25.06
10	23.91	24.39	24.88	25.38	25.89
11	24.69	25.18	25.68	26.19	26.71
12	25.50	26.01	26.53	27.06	27.60

I-2 Subcategory of Paratechnical Support PositionsClass of employment: **Laboratory Attendant**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.23	14.51	14.80	15.10	15.40
02	14.58	14.87	15.17	15.47	15.78
03	14.91	15.21	15.51	15.82	16.14
04	15.27	15.58	15.89	16.21	16.53
05	15.62	15.93	16.25	16.58	16.91

Class of employment: **Day Care Service Educator**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.27	14.56	14.85	15.15	15.45
02	14.77	15.07	15.37	15.68	15.99
03	15.30	15.61	15.92	16.24	16.56
04	15.82	16.14	16.46	16.79	17.13
05	16.34	16.67	17.00	17.34	17.69
06	16.91	17.25	17.60	17.95	18.31
07	17.49	17.84	18.20	18.56	18.93

Class of employment: **Nursing Assistant (or those possessing a Diploma in Health, Assistance and Nursing Care)**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.29	14.58	14.87	15.17	15.47
02	14.70	14.99	15.29	15.60	15.91
03	15.18	15.48	15.79	16.11	16.43
04	15.73	16.04	16.36	16.69	17.02
05	16.18	16.50	16.83	17.17	17.51
06	16.70	17.03	17.37	17.72	18.07
07	17.26	17.61	17.96	18.32	18.69
08	17.83	18.19	18.55	18.92	19.30
09	18.43	18.80	19.18	19.56	19.95
10	19.14	19.52	19.91	20.31	20.72

Class of employment: **School Transportation Inspector**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.98	15.28	15.59	15.90	16.22
02	15.44	15.75	16.07	16.39	16.72
03	15.88	16.20	16.52	16.85	17.19
04	16.37	16.70	17.03	17.37	17.72
05	16.86	17.20	17.54	17.89	18.25
06	17.37	17.72	18.07	18.43	18.80
07	17.89	18.25	18.62	18.99	19.37
08	18.41	18.78	19.16	19.54	19.93
09	18.96	19.34	19.73	20.12	20.52

Class of employment: **Printing Operator**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.23	14.51	14.80	15.10	15.40
02	14.70	14.99	15.29	15.60	15.91
03	15.13	15.43	15.74	16.05	16.37
04	15.70	16.01	16.33	16.66	16.99
05	16.12	16.44	16.77	17.11	17.45
06	16.63	16.96	17.30	17.65	18.00
07	17.13	17.47	17.82	18.18	18.54

Class of employment: **Printing Operator, principal class**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	16.63	16.96	17.30	17.65	18.00
02	17.16	17.50	17.85	18.21	18.57
03	17.67	18.02	18.38	18.75	19.13
04	18.25	18.62	18.99	19.37	19.76
05	18.84	19.22	19.60	19.99	20.39

Class of employment: **Data Processing Operator, class I**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	15.81	16.13	16.45	16.78	17.12
02	16.37	16.70	17.03	17.37	17.72
03	16.97	17.31	17.66	18.01	18.37
04	17.62	17.97	18.33	18.70	19.07
05	18.26	18.63	19.00	19.38	19.77
06	18.93	19.31	19.70	20.09	20.49

Class of employment: **Data Processing Operator, principal class**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	18.93	19.31	19.70	20.09	20.49
02	19.58	19.97	20.37	20.78	21.20
03	20.26	20.67	21.08	21.50	21.93
04	20.91	21.33	21.76	22.20	22.64
05	21.62	22.05	22.49	22.94	23.40
06	22.35	22.80	23.26	23.73	24.20
07	23.11	23.57	24.04	24.52	25.01

Classes of employment: **Attendant for Handicapped Students
Swimming Pool Supervisor**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.46	14.75	15.05	15.35	15.66
02	14.89	15.19	15.49	15.80	16.12
03	15.31	15.62	15.93	16.25	16.58
04	15.80	16.12	16.44	16.77	17.11
05	16.25	16.58	16.91	17.25	17.60
06	16.72	17.05	17.39	17.74	18.09

Class of employment: **Binder**

Week: 35 hours

Step	Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
	17.81	18.17	18.53	18.90	19.28

Class of employment: **Student Supervisor**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.63	14.92	15.22	15.52	15.83
02	14.98	15.28	15.59	15.90	16.22
03	15.33	15.64	15.95	16.27	16.60
04	15.70	16.01	16.33	16.66	16.99
05	16.05	16.37	16.70	17.03	17.37

II- CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

Classes of employment: **Buyer**
Office Agent, principal class

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	17.81	18.17	18.53	18.90	19.28
02	18.33	18.70	19.07	19.45	19.84
03	18.92	19.30	19.69	20.08	20.48
04	19.56	19.95	20.35	20.76	21.18
05	20.16	20.56	20.97	21.39	21.82
06	20.72	21.13	21.55	21.98	22.42

Class of employment: **Office Agent, class II**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.47	14.76	15.06	15.36	15.67
02	14.82	15.12	15.42	15.73	16.04
03	15.16	15.46	15.77	16.09	16.41
04	15.52	15.83	16.15	16.47	16.80

Class of employment: **Office Agent, class I**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	15.30	15.61	15.92	16.24	16.56
02	15.82	16.14	16.46	16.79	17.13
03	16.34	16.67	17.00	17.34	17.69
04	16.91	17.25	17.60	17.95	18.31
05	17.49	17.84	18.20	18.56	18.93

Class of employment: **Office Assistant**

Week: 35 hours

Step	Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
01	14.68	14.97	15.27	15.58	15.89

Class of employment: **Storekeeper, class II**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.23	14.51	14.80	15.10	15.40
02	14.58	14.87	15.17	15.47	15.78
03	14.91	15.21	15.51	15.82	16.14
04	15.27	15.58	15.89	16.21	16.53

Class of employment: **Storekeeper, class I**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	15.51	15.82	16.14	16.46	16.79
02	16.05	16.37	16.70	17.03	17.37
03	16.59	16.92	17.26	17.61	17.96
04	17.13	17.47	17.82	18.18	18.54
05	17.70	18.05	18.41	18.78	19.16

Class of employment: **Storekeeper, principal class**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	17.67	18.02	18.38	18.75	19.13
02	18.31	18.68	19.05	19.43	19.82
03	18.92	19.30	19.69	20.08	20.48
04	19.56	19.95	20.35	20.76	21.18
05	20.17	20.57	20.98	21.40	21.83
06	20.85	21.27	21.70	22.13	22.57
07	21.55	21.98	22.42	22.87	23.33

Class of employment: **Reprography Operator**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.23	14.51	14.80	15.10	15.40
02	14.58	14.87	15.17	15.47	15.78
03	14.91	15.21	15.51	15.82	16.14
04	15.27	15.58	15.89	16.21	16.53

Class of employment: **Reprography Operator, principal class**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.23	14.51	14.80	15.10	15.40
02	14.73	15.02	15.32	15.63	15.94
03	15.25	15.56	15.87	16.19	16.51
04	15.77	16.09	16.41	16.74	17.07
05	16.29	16.62	16.95	17.29	17.64
06	16.86	17.20	17.54	17.89	18.25
07	17.44	17.79	18.15	18.51	18.88

Class of employment: **Secretary**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	14.46	14.75	15.05	15.35	15.66
02	14.89	15.19	15.49	15.80	16.12
03	15.31	15.62	15.93	16.25	16.58
04	15.80	16.12	16.44	16.77	17.11
05	16.25	16.58	16.91	17.25	17.60
06	16.72	17.05	17.39	17.74	18.09

Class of employment: **School or Centre Secretary**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	16.21	16.53	16.86	17.20	17.54
02	16.71	17.04	17.38	17.73	18.08
03	17.21	17.55	17.90	18.26	18.63
04	17.72	18.07	18.43	18.80	19.18
05	18.26	18.63	19.00	19.38	19.77
06	18.79	19.17	19.55	19.94	20.34
07	19.35	19.74	20.13	20.53	20.94

Class of employment: **Executive Secretary**

Week: 35 hours

Steps	Rates until 2006-03-31	Rates 2006-04-01 to 2007-03-31	Rates 2007-04-01 to 2008-03-31	Rates 2008-04-01 to 2009-03-31	Rates as of 2009-04-01
01	16.77	17.11	17.45	17.80	18.16
02	17.27	17.62	17.97	18.33	18.70
03	17.82	18.18	18.54	18.91	19.29
04	18.37	18.74	19.11	19.49	19.88

III- CATEGORY OF LABOUR SUPPORT POSITIONS**III-1 Subcategory of Qualified Workman Positions**

Week: 38.75 hours

Classes of employment	Rates until 2006-03-31 \$	Rates 2006-04-01 to 2007-03-31 \$	Rates 2007-04-01 to 2008-03-31 \$	Rates 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
Trade Apprentice					
1 st year	14.16	14.44	14.73	15.02	15.32
2 nd year	14.61	14.90	15.20	15.50	15.81
3 rd year	15.11	15.41	15.72	16.03	16.35
4 th year	15.62	15.93	16.25	16.58	16.91
Cabinetmaker	19.82	20.22	20.62	21.03	21.45
Electrician	19.82	20.22	20.62	21.03	21.45
Electrician, principal class	21.07	21.49	21.92	22.36	22.81
Master Pipe Mechanic	21.07	21.49	21.92	22.36	22.81
Mechanic, class II	18.43	18.80	19.18	19.56	19.95
Mechanic, class I	19.82	20.22	20.62	21.03	21.45
Stationary Engineer					
Class 4	16.45	16.78	17.12	17.46	17.81
Class 3	18.23	18.59	18.96	19.34	19.73
Class 2	20.03	20.43	20.84	21.26	21.69
Class 1	20.68	21.09	21.51	21.94	22.38

Classes of employment	Rates until 2006-03-31 \$	Rates 2006-04-01 to 2007-03-31 \$	Rates 2007-04-01 to 2008-03-31 \$	Rates 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
Carpenter	18.96	19.34	19.73	20.12	20.52
Certified Maintenance Workman	18.96	19.34	19.73	20.12	20.52
Painter	17.58	17.93	18.29	18.66	19.03
Locksmith	18.03	18.39	18.76	19.14	19.52
Welder	19.82	20.22	20.62	21.03	21.45
Specialized Shop Mechanic	19.82	20.22	20.62	21.03	21.45
Pipe Fitter	19.82	20.22	20.62	21.03	21.45
Glazier-Installer- Mechanic	18.23	18.59	18.96	19.34	19.73

III-2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

Classes of employment	Rates until 2006-03-31 \$	Rates 2006-04-01 to 2007-03-31 \$	Rates 2007-04-01 to 2008-03-31 \$	Rates 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
Heavy Vehicle Driver Assistant	15.27	15.58	15.89	16.21	16.53
Trades Helper	15.62	15.93	16.25	16.58	16.91
General Kitchen Helper	14.81	15.11	15.41	15.72	16.03
Laundryman	15.08	15.38	15.69	16.00	16.32
Caretaker (9 275 m² or more)	17.93	18.29	18.66	19.03	19.41
Caretaker (less than 9 275 m²)	16.27	16.60	16.93	17.27	17.62
Night Caretaker (9 275 m² or more)	17.27	17.62	17.97	18.33	18.70
Night Caretaker (less than 9 275 m²)	15.86	16.18	16.50	16.83	17.17
Light Vehicle Driver	15.27	15.58	15.89	16.21	16.53
Heavy Vehicle Driver	17.44	17.79	18.15	18.51	18.88
Cook, class III	16.50	16.83	17.17	17.51	17.86
Cook, class II	18.23	18.59	18.96	19.34	19.73
Cook, class I	18.96	19.34	19.73	20.12	20.52

Classes of employment	Rates until 2006-03-31 \$	Rates 2006-04-01 to 2007-03-31 \$	Rates 2007-04-01 to 2008-03-31 \$	Rates 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
Guard	14.58	14.87	15.17	15.47	15.78
Gardener	16.45	16.78	17.12	17.46	17.81
Maintenance Workman, class III (Domestic Help)	14.68	14.97	15.27	15.58	15.89
Maintenance Workman, class II (Assistant Caretaker, Labourer)	14.91	15.21	15.51	15.82	16.14
Maintenance Workman, class I (Window Installer, Tile Setter, Sander)	16.27	16.60	16.93	17.27	17.62

APPENDIX 2 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 Bureau régional de placement 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 of Personal Effects

- 3) The board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the wrapping, unwrapping 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, a 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 pay 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 married employee who is displaced 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.

Nevertheless, the seven hundred and fifty dollar (\$750)-moving allowance payable to the displaced married employee is also payable to the single employee who maintains a domicile.

Compensation for Lease

- 7) The employee referred to in paragraph 1) shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the 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 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 sublet shall be assumed by the board.

Reimbursement of Expenses Inherent to the Sale or the Purchase of a House

- 9) The board shall reimburse, relative to the sale of the relocated employee's principal house-residence, the following expenses:
 - a) the real estate agent's fees upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the account of the agent's fees;

- b) the cost of notarized deeds chargeable to the employee for the purchase of a house for the purpose of residence at his or her assignment on the condition that the employee is already the proprietor of his or her house at the time of the transfer and that the said house be sold;
 - c) the penalty for breach of mortgage, if need be;
 - d) the proprietor's transfer tax, if need be.
- 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) 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 due to the fact that his or her principal house-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 principal house-residence is not rented, the amount of the new rent, up to a period of three (3) months, upon presentation of the leases. 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 principal house-residence, 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 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) Moving expenses provided for in this appendix shall be reimbursed within sixty (60) days of the employee's presentation of supporting vouchers to the board that engages him or her.

APPENDIX 3

SABBATICAL LEAVE WITH DEFERRED SALARY

CONTRACT CONCLUDED

BETWEEN

_____ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED THE EMPLOYEE

Subject: Sabbatical Leave with Deferred Salary**A1 I- Duration of Contract**

This contract comes into force on _____ and expires 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- The Sabbatical Leave and Certain Inherent Terms and Conditions

The duration of the sabbatical leave shall be , that is, from to .

- a) On returning to the board, the employee shall be reinstated in his or her position. If his or her position was abolished or if the employee was displaced in accordance with the agreement, the employee shall be entitled to the benefits he or she would have received had he or she been at work.
- b) In the case of a surplus employee 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; however, the board, in applying section V, shall not claim any money from the employee who must reimburse the board with which he or she signed this contract.
- c) 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
- d) During the sabbatical 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.
- e) Notwithstanding any benefit and condition of which the employees may avail himself or herself during the contract, the sabbatical leave 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 5-10.05 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, from the following:
 - life insurance plan;
 - health insurance plan;
 - 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 herein;
 - accumulation of seniority;
 - accumulation of experience.
- b) During the sabbatical leave, the employee shall not be entitled to any of the premiums provided for in the agreement. During each of the other months of 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 pursuant to section III.
- c) For the purposes of vacation, the sabbatical leave constitutes active service. It is understood that, during the term of the contract, including the sabbatical leave, vacation shall be remunerated at the salary rate provided for in section III herein. The vacation deemed used during the sabbatical leave shall be in proportion to the duration of the leave.

- d) Each of the years referred to in this contract shall count as a period of service for the purposes of the pension plans currently 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 of this contract, the employee shall be entitled to all the other benefits of his or her 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 Parental Insurance Plan, the Quebec 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 event under the conditions described hereinafter:

A) The employee has already taken a sabbatical leave (salary paid in excess).

The employee shall reimburse¹ the board an amount equal to the difference between the salary received during the term of the contract and the salary to which he or she would be entitled for the same period had his or her leave not been remunerated.

The amount reimbursed shall not include any interest.

B) The employee has not taken a sabbatical leave (salary not paid).

The board shall reimburse the employee, without interest, 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 under this contract.

C) The sabbatical leave is in progress.

The amount owing by one party or the other shall be calculated in the following manner:

Salary received by the employee during the term of the contract minus the salary to which he or she would have been entitled for the same period had his or her leave (elapsed period) not been remunerated. If the result obtained is positive, the employee shall reimburse the amount to the board; if the result obtained is negative, the board shall reimburse the amount to the employee.

The amount reimbursed shall not include any interest.

VI- Layoff or Dismissal of the Employee

In the event of the layoff or dismissal of the employee, this contract shall expire on the effective date of such event. The conditions provided for in paragraph A), B) or C) of section V shall then apply.

A1 VII- Leave without Salary and Temporary Layoff

During the term of the contract, the total of one or more leaves without salary and of one or more temporary layoffs 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 this or these leaves without salary and of this or these temporary layoffs exceeds twelve (12) months, the agreement shall expire on the date the duration reaches the twelfth (12th) month and the provisions of section V of this contract apply.

VIII- Placement in Surplus of the Employee

An employee who is placed in surplus during the contract shall continue to participate in the plan.

¹ The board and the employee may agree on the terms and conditions of reimbursement.

In the case of an employee relocated to another employer in the education sector, paragraph c) of section II herein concerning the relocated employee applies.

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 event and the conditions provided for in section V shall apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

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 an employee returns to work and not during the sabbatical leave.

However, the employee shall be entitled, during his or her sabbatical leave, to the salary based on the percentage determined in this contract.

At the end of the leave, the employee who is still disabled shall be entitled to a salary insurance 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 a salary insurance benefit based on his or her regular salary.

B) Disability develops after the employee has taken his or her leave

The employee shall continue to participate in this contract and the salary insurance benefit resulting from the application of the provisions of clause 5-3.32 shall be based on the salary determined in this contract. Should he or she still be disabled at the expiry of this contract, he or she shall then receive a salary insurance benefit based on his or her regular salary.

C) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place

In this case, the employee concerned may avail himself 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 salary insurance benefit resulting from the application of the provisions of clause 5-3.32 based on 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 the interruption, the employee shall be entitled to the salary insurance benefit resulting from the application of the provisions of clause 5-3.32 based on his or her regular salary.

- 2° An employee may terminate the contract and thus receive the salary that has not been paid (paragraph B) of section V). The salary insurance benefit resulting from the application of the provisions of clause 5-3.32 shall be based on his or her regular salary.

D) 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 prescribed in section V shall then apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

XI- Work Accident or Employment Injury

In the case of a work accident or employment injury, 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.
- 2° Terminate the contract on the date of the event.

Article 7-4.00 applies on the date of the event.

Section V herein applies when the employee has availed himself or herself of his or her choice.

XII- Maternity Leave [twenty-one (21) weeks or twenty (20) weeks] and Leave for Adoption [ten (10) weeks]

- 1° If the maternity leave or leave for adoption takes place before or after the leave is taken, the employee shall interrupt his or her participation for a maximum period of twenty-one (21) or twenty (20) weeks, as the case may be for the maternity leave, or of ten (10) weeks for the leave for adoption. 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° However, if the maternity leave or leave for adoption takes place before the leave is taken, the employee may terminate this contract and thus receive the salary that has not been paid (paragraph B) of section V). The benefits provided for in article 5-4.00 shall be based on his or her regular salary.

IN WITNESS WHEREOF, the parties have signed in _____ on this ____ day of the month of _____ 20 ____ .

For the school board

Employee

c.c.: Union

APPENDIX 4 PROVISIONS RELATED TO PARENTAL RIGHTS**Transitional Provisions**

The working conditions concerning parental rights in effect on December 31, 2005 continue to apply after January 1, 2006 to the employee who, on December 31, 2005, is covered by the federal Employment Insurance Plan.

Amendments

Should amendments be made to the Québec Parental Insurance Plan, the Employment Insurance Act or the Act respecting labour standards with respect to parental rights, the parties agree to meet to discuss the possible implications of the amendments on the current parental rights plan.

APPENDIX 5 TERMS AND CONDITIONS FOR APPLYING THE PROGRESSIVE RETIREMENT PLAN

- 1) The progressive retirement plan, hereinafter called the "plan", is intended to enable an employee to reduce his or her time worked for a period of one (1) to five (5) years. The proportion of the number of hours worked per week must not be less than forty percent (40%) of the regular workweek provided for his or her class of employment.¹

Notwithstanding the preceding paragraph, the board and the employee may agree that the number of hours worked be scheduled other than on a weekly basis.

- 2) Only the full-time regular employee or the part-time regular employee whose regular workweek is greater than forty percent (40%) of the regular workweek provided for his or her class of employment, and who is a member of one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit from the plan but only once.
- 3) For the purpose of this appendix, the agreement found herein is an integral part of the appendix.
- 4) To be eligible for the progressive retirement plan, the employee must first 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 avail himself or herself of the plan must forward a written request to the board at least ninety (90) days in advance. This deadline may be shortened upon agreement with the board.
 - B) The request must specify the period during which the employee intends to avail himself or herself of the progressive retirement plan as well as the distribution of the working time.
 - 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 a progressive retirement shall be subject to a prior agreement with the board, which shall take into account the needs of the office, department, school, adult education centre or vocational training centre.
- 7) During the progressive retirement period, the employee shall receive his or her salary, including the premiums to which he or she is entitled in proportion to the hours worked.
- 8) During the progressive retirement period, the employee shall accumulate seniority and experience as if he or she had not availed himself or herself of the plan.
- 9) During the progressive retirement period, the board shall pay its share of the contribution to the health insurance plan on the basis of the employee's time worked prior to the agreement. The employee shall pay his or her share of the contribution. For the term of the agreement, the employee shall be entitled to the life insurance plan to which he or she was entitled prior to the agreement.
- 10) The board and the employee shall sign, where applicable, the agreement stipulating the terms and conditions relating to progressive retirement.

¹ In the case where an employee occupies a position of a cyclical or seasonal nature, the number of hours worked cannot be less than forty percent (40%) of the regular hours worked on an annual basis.

- 11) During the progressive retirement period, the pensionable salary for the purpose of the pension plans (CSSP, RREGOP and TPP) for the years or parts of years covered by the agreement is the salary which an employee would have received or for a period during which benefits under the salary insurance plan were paid to which he or she would have been entitled had he or she not availed himself or herself of the plan. The service credited for the purpose of the pension plans (CSSP, RREGOP and TPP) is that which would have been credited to the employee had he or she not availed himself or herself of the plan.
- 12) For the term 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 availed himself or herself of the plan.
- 13) Except for the preceding provisions, the employee who avails himself or herself of the progressive retirement plan shall be governed by the provisions of the agreement applying to a part-time employee whose weekly working hours as established in the agreement are less than seventy-five percent (75%) of the regular workweek provided for his or her class of employment.

- A1**
- 14) Where applicable, the number of weekly hours not worked by the employee participating in the plan shall be filled according to the provisions of clause 7-1.22 or 7-1.25 depending on the sector concerned.
 - 15) Should the employee not be entitled to his or her pension upon the expiry of the agreement due to circumstances beyond his or her control as stipulated 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 total progressive retirement period exceeds five (5) years.

Any changes to the dates set for the beginning and expiry of the agreement must have been approved by CARRA beforehand.

- 16)
 - A) In the event of the retirement, resignation, layoff, dismissal, death of the employee or, where applicable, upon expiry of the extension agreed to under clause 15), the agreement shall terminate on the date on which such event occurs.
 - B) The same applies in the event of the employee's withdrawal, which can only occur with 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 and provided that such continuation meets the approval of CARRA.
 - D) If the agreement becomes null or terminates due to circumstances mentioned previously or which are stipulated 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.
- 17) For each of the years stipulated in the agreement, the employee shall be entitled to all the benefits of the agreement which are not incompatible with the provisions of the agreement.
- 18) Upon the expiry of the agreement, the employee shall be considered as having resigned and shall be pensioned off.

PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

_____ 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 comes into force on _____ and expires on _____ .

The agreement may expire on another date under the circumstances and according to the terms and conditions prescribed in articles 15) and 16) of Appendix 5.

2) Time Worked

For the duration of the agreement, the number of hours worked and the scheduling of those hours shall be:

Notwithstanding the preceding paragraph, the board and the employee may agree to change the number of hours worked and the schedule, provided, however, that the number of hours worked is not less than forty percent (40%) of the regular workweek prescribed for the employee's class of employment.

3) Other Terms and Conditions for Applying the Plan Agreed to with the Employee

IN WITNESS WHEREOF, the parties have signed in _____ on this ____ day of the month of _____ 20 ____.

For the school board

Employee

A1 APPENDIX 6 LETTER OF AGREEMENT CONCERNING DAY CARE SERVICE EDUCATORS

In accordance with article 6 of Appendix 6 of the 2000-2002 collective agreement, the parties agree to continue their work on the definition of the required qualifications for the class of employment of day care service educator.

A1 APPENDIX 7 LETTER OF AGREEMENT CONCERNING FAMILY RESPONSIBILITIES

The negotiating union group CSQ-CNTU-QFL, on the one hand, and the Government of Quebec represented by the Conseil du trésor, on the other hand, recognize herein the close relationship between family and work. In this respect, the parties agree to take into account family and work responsibilities in the organization of work.

For this purpose, the parties shall encourage the local, regional or sectorial parties, as the case may be, to strike a better balance between parental and family responsibilities and work-related responsibilities in determining the working conditions and their application.

APPENDIX 8 FEMINIZATION OF TEXTS

The rules for a nonsexist style of writing apply to the French text only.

A1 APPENDIX 9 MEDIATION ARBITRATION

- 1) Pursuant to clause 9-2.22, the board and the union that agree, in writing, on a mediation-arbitration procedure shall so advise the records office as soon as possible and shall indicate, if applicable, any previous grievance or grievances for which mediation arbitration was used.
- 2) The parties agree on the person who must act as mediator-arbitrator from the list of arbitrators found in the agreement and shall so advise the records office. Failing agreement, the mediator-arbitrator shall be appointed, at the request of either party, by the chief arbitrator from the same list.
- 3) The mediator-arbitrator shall attempt to bring the parties to a solution. To this end, he or she shall be able to use the powers of conciliation.

If a settlement is reached at this stage, it shall be confirmed in writing and shall bind the parties.

- 4) Failing a settlement, the mediator-arbitrator must dispose of the grievance in accordance with clauses 9-3.04 and 9-3.05 as well as article 9-2.00 which are not incompatible with this appendix.

APPENDIX 10 LETTER OF INTENT CONCERNING PENSION PLANS**1) LEGISLATIVE AMENDMENTS**

The government shall adopt the necessary orders-in-council and propose to the National Assembly the adoption of the necessary legislative provisions in order to make the amendments prescribed in sections 2), 3) and 6) of this appendix to the Act respecting the Government and Public Employees Retirement Plan (RREGOP); the amendments prescribed in sections 2) and 4) to the Act respecting the Teachers Pension Plan (TPP) and to the Act respecting the Civil Service Superannuation Plan (CSSP) and the amendments prescribed in sections 2) and 5) to the Act respecting the Pension Plan of Certain Teachers (PPCT), where applicable.

Unless otherwise indicated, the amendments come into force on January 1, 2000.

2) AMENDMENTS TO RREGOP, THE TPP, THE CSSP AND THE PPCT**A) Definition of spouse**

The definition of spouse prescribed in RREGOP, the TPP, the CSSP and the PPCT is amended in order to recognize a common-law spouse after one year of cohabitation if:

- . a child was born or is to be born of this relationship; or
- . the spouses jointly adopted a child during their relationship; or
- . one of the spouses has adopted the other's child during their relationship.

B) Compensation for actuarial reduction

A member of RREGOP, the TPP, the CSSP or the PPCT who is eligible for an actuarially reduced retirement pension when he or she retires may offset all or part of the actuarial reduction by paying the required amounts to CARRA.

The current actuarial principles used to calculate the amount of compensation must be amended so that the benefits create neither actuarial surplus nor deficit in the pension plans.

The new principles and their terms and conditions of application are determined by the RREGOP Pension Committee representing employees who may be unionized. These principles come into force on January 1, 2001 and apply to a person whose retirement date is effective on or after that date.

C) Exemption from contributions

The period giving a member entitlement to a contribution exemption under section 21 of RREGOP, section 18 of the TPP and section 60 of the CSSP is increased from two (2) to three (3) years within the limits of the tax rules. The pensionable salary recognized is the salary that the employee would have received had he or she remained at work, unless he or she is covered by a salary insurance plan which provides that the insurer shall pay the contributions on a higher pensionable salary.

However, this provision cannot have the effect of extending the employment relationship currently prescribed in the collective agreements. Also, the period of exemption from contributions is extended to a third year, even if the employee is no longer eligible for the salary insurance benefits during that period.

A member who is declared disabled at the end of the twenty-four (24)-month contribution exemption is presumed disabled for a third year for contribution exemption purposes, unless he or she resumes pension plan contributions when he or she returns to work, dies or retires before the expiry of that period.

This new provision applies to a disabled member whose exemption period began on or after January 1, 1998.

D) Members suffering from a disability within the meaning of section 93 of the Act respecting industrial accidents and occupational diseases

The parties agree to mandate the RREGOP Pension Committee representing employees who may be unionized to adopt measures enabling a disabled member, within the meaning of section 93 of the Act respecting industrial accidents and occupational diseases, to continue to participate in his or her pension plan if he or she elected to contribute in accordance with section 116 of the said Act.

3) OTHER AMENDMENTS TO RREGOP

A) Contribution rate

As of January 1, 1999, the rate of contribution to RREGOP has been set at 6.20%. As the reduced contribution rate could not be applied in 1999, the rate applicable in 2000 and 2001 is 5.35%.

As of January 1, 2002, the contribution rate is 6.20% subject to the actuarial valuation of the plan produced on the data established on December 31, 1999.

Despite the contribution rate in effect on January 1, 1999, a member is not entitled to a reimbursement of contributions to cover the difference in contribution rate between 7.95% and 6.20% for 1999.

B) Addition of two new permanent eligibility requirements for a retirement pension with no actuarial reduction

- sixty (60) years of age;
- thirty-five (35) years of service.

However, the normal retirement age remains sixty-five (65) years of age.

C) Revaluation of certain years of service

The years of service giving entitlement to a pension credit or a paid-up annuity certificate referred to in the fourth paragraph of section 221.1 or credited for eligibility for a retirement pension despite a transfer to a locked-in retirement account (LIRA) are revalued in accordance with the requirements of tax legislation by a life annuity of 1.1% of the average salary for the calculation of the amount of retirement pension per year of service thus credited. The life annuity is transferable to the spouse under the terms and conditions of the plan.

An amount of two hundred and thirty dollars (\$230) will be added to the life annuity for each of the years considered and is payable up to age sixty-five (65).

The sum of these two (2) benefits is payable on the same date as the retirement pension, reduced actuarially, where applicable, by the same percentage as the annuity and indexed annually to the CPI - 3%.

The revaluation prescribed in the first paragraph is taken into account in estimating the benefit payable to a member who dies or leaves before qualifying for retirement. However, it cannot be granted to a pensioner who returns to work after December 31, 1999 or at another date.

When a member benefits from a revaluation of certain years, the total of the retirement pension, the additional benefits and the pension credits must not exceed the amount of the annuity to which thirty-five (35) years of credited service entitle him or her. The maximum amount of the revaluation payable is determined under Schedule 1.

The employee who has retired since January 1, 2000 must submit an application for redemption of service before December 31, 2000 if he or she wishes to redeem certain periods of service and have them taken into account. CARRA must take the necessary measures to inform all the RREGOP members who have retired since January 1, 2000 of the deadline in which to submit their application for redemption of service.

D) Indexation of retirement pensions

For service accrued after December 31, 1999, the retirement pension is indexed annually according to the more advantageous of the following two formulas:

- the rate of increase of the consumer price index exceeding three percent (3%) (CPI- 3%);
- half (50%) of the rate of increase of the consumer price index.

If a member has more than thirty-five (35) years of credited service, the indexation formula applicable to his or her retirement pension must take into account the best years of service for indexation calculation purposes.

E) Years of service credited for eligibility for retirement purposes

The same service is credited for a member who holds a position at least one day in a calendar year as for a full-time member. This also applies to a person on a leave without salary, even if the leave runs from January 1 to December 31 of one year.

The time thus credited must be time not worked after December 31, 1986.

For the first year and last year of membership in the pension plan or the transfer carried out when membership ceases, the service credited includes the period between the date on which membership began and December 31 of the year in question or between January 1 of the year in question and the date on which employment ended.

When a pensioner returns to work, the eligibility requirements are not revised to take into account any new service for eligibility purposes.

Service credited for eligibility for retirement purposes does not entail a change in the calculation of the average salary for pension calculation purposes.

The years credited for eligibility purposes must not preempt the three percent (3%) reduction factor per year applied to a member who does not meet one of the following criteria:

- sixty (60) years of age;
- thirty (30) years of service;
- eighty (80) factor (age + years of service);

without taking into account any period not worked during employment but by adding, where applicable, no more than five (5) years related to an allowed period of temporary absence or reduced salary. In addition, these criteria must be applied to all retiring members.

F) Deadline

The deadline prescribed in section 87 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP) is repealed as of July 1, 2000 by making the necessary changes to section 86.

G) Powers and duties of the RREGOP Pension Committee representing employees who may be unionized

The Pension Committee may determine the terms and conditions for the implementation of an agreement concluded between the parties, unless these terms and conditions are already prescribed in the agreement. The decisions must respect CARRA's budgetary envelope.

The Pension Committee may submit to the parties a recommendation designed to improve the implementation of pension plans. The recommendation must be approved by a majority vote within each party, if it entails an increase in the cost of the plan or an excess of the CARRA budgetary envelope. In this case, the chairman may not cast a deciding vote.

H) Supplemental budget item

A specific budget item is created to defray the costs generated by the hiring of resource personnel by the representatives of the members on the RREGOP Pension Committee representing employees who may be unionized to conduct ad hoc studies or mandates. The latter must draw up a list of activities the costs of which may be covered by this budget.

A maximum amount of one hundred and fifty thousand dollars (\$150 000) per year is injected into the specific budget out of account 301 of Fund 01 (Employees contribution fund for regular service under RREGOP). The unused surplus in one year may be deferred to the following year, but this specific budget must not exceed two hundred and fifty thousand dollars (\$250 000) per year.

Representatives of the members on the RREGOP Audit Committee representing employees who may be unionized are mandated to oversee the application of the rules governing the granting of the amounts allocated and the use of the latter. The use of the amounts must not be exempt from the audit process in effect in the public sector.

Upon invitation of the representatives of the members, the resource personnel hired by the latter to carry out ad hoc studies and mandates may participate in the RREGOP institutional committees representing employees who may be unionized (Pension Committee, Audit Committee or Investment Committee) and on the ad hoc committees set up by the Pension Committee.

I) Joint requests for studies submitted to CARRA

The parties agree that the costs related to the requests for studies that they formulate jointly to CARRA be taken out of the latter's budget.

4) OTHER AMENDMENTS TO THE TPP AND THE CSSP**A) Contribution rate**

The TPP and the CSSP members shall choose collectively between:

- a decrease in the contribution rate equal to the decrease in the contribution rate of a RREGOP member

or

- an annual indexation of their retirement pension accrued after December 31, 1999 according to the more advantageous of the following two formulas:
 - the rate of increase of the consumer price index exceeding three percent (3%) (CPI - 3%);
 - half (50%) of the rate of increase of the consumer price index.

The voting procedures are prescribed in Schedule 2 of this letter of intent.

If members elect to have their contribution rate reduced, the contribution formula in 2000 and in 2001 becomes:

TPP

- 5.48% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 4.68% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- 5.48% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

CSSP

- 4.65% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 3.85% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- 4.65% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

As of January 1, 2002, the contribution formula in effect in the year 2002 and the following years is:

TPP

- 6.33% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 5.20% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- 6.33% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

CSSP

- 5.50% up to that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the Act respecting the Québec Pension Plan;
- 4.37% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- 5.50% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

If a member has more than thirty-five (35) years of credited service, the indexation formula applicable to his or her retirement pension must take into account the best years of service for indexation calculation purposes.

B) Fiscal harmonization

The TPP and the CSSP are amended to comply with the tax provisions respecting retirement, particularly, the definition of disability and the minimum pension referred to in section 65 of the TPP and the CSSP.

A supplemental benefits plan guaranteeing the TPP and CSSP members the rights they had prior to the amendments prescribed in the preceding paragraph has been set up.

C) Redemption of paid training period under the TPP and the CSSP

The TPP and the CSSP are amended to enable members in those plans to have a paid training period recognized for retirement eligibility purposes.

Entitlement to redemption is subject to the same rules, conditions and terms as those prescribed under RREGOP. The accrued benefit is a pension credit equal to that accrued under RREGOP.

The terms and conditions for the implementation of this benefit are determined by the RREGOP Pension Committee representing employees who may be unionized. An employee who has retired since January 1, 2000 must file an application for redemption before December 31, 2000 if he or she wishes to avail himself or herself of this right. CARRA must take the necessary measures to inform those TPP or CSSP members who have retired since January 1, 2000 of the deadline for filing an application for redemption.

The revaluation prescribed in paragraph 3C) applies to this benefit, with the necessary changes, and is funded by the government in its entirety.

5) OTHER AMENDMENTS TO THE PPCT

The amendments made to RREGOP, under paragraphs 3A), 3D) and 3F), also apply to the PPCT members, including 3C), if pension credits are still payable under RREGOP.

6) FINANCING OF CERTAIN AMENDMENTS TO RREGOP

A) Revaluation prescribed in 3C) of this letter of intent

- 1) The additional benefits resulting from the years of service giving entitlement to revaluation (1.1%+\$230) are paid out of account 301 of Fund 01 (Employees contribution fund for regular service under RREGOP). However, the government shall inject the necessary amounts into this fund to cover these additional benefits in excess of 680 million, in dollar value on January 1, 2000.
- 2) Within six (6) months of the filing of the next actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP), the actuarial value of the additional benefits accrued on December 31, 1999 is determined on the basis of the principles defined for such actuarial valuation. This actuarial valuation established on December 31, 1999 takes into account the formulas applicable to the years of service giving entitlement to a revaluation. For this purpose, the adjustments to pension buy-back credits and the SPP effective on January 1, 2000 are taken into account.
- 3) The actuarial value of the additional benefits accrued annually in the year 2000 and the following years is determined on January 1 of each year. Each actuarial value takes into account the formulas applicable to the years of service giving entitlement to a revaluation. These values are calculated during the calendar year following the year during which the additional benefits were accrued on the basis of the principles emanating from the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP), available at the end of the calendar year of the calculation.
- 4) A first transfer from the consolidated revenue fund to account 301 of Fund 01 (Employees contribution fund for regular service under RREGOP) is required when the total of the actuarial values, accrued with interest on the date of the valuation of the last value, exceeds 680 million dollars accrued with interest on the same date. The transferred amount corresponds to the excess accrued with interest until the date of the transfer. Subsequently, the annual transfer corresponds to the most recent actuarial value accrued with interest until the date of the transfer.
- 5) The interest rates used to amass the initial amount of 680 million dollars and the actuarial values are the rates of return generated by account 301 at the market value of each year.

Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of funds apply. For the remaining period, the rate of interest of the most recent actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP) for the calendar year concerned applies.

- 6) The actuarial values are determined on the basis of retirement eligibility criteria in effect on January 1, 2000 and according to an actuarial reduction rate of four percent (4%). Any additional retirement eligibility criteria or actuarial reduction must be the object of discussions concerning the partition of additional benefits covered by the revaluation.

B) Retirement eligibility requirements [prescribed in 3B)] and years for eligibility purposes [prescribed in 3E)]

- 1) A separate fund is created to temporarily finance the additional benefits resulting from new retirement requirements [sixty (60) years of age or thirty-five (35) years of service] and years of service recognized for eligibility purposes both for regular service and transferred service from the TPP/CSSP to RREGOP. The separate fund, within account 301 of Fund 01 at the CDPQ (Employees contribution fund for regular service under RREGOP), is subject to the investment policy of the RREGOP Pension Committee representing employees who may be unionized.
- 2) Employees assume the value of the additional benefits accrued on December 31, 1999 in its entirety. This value is determined on the basis of the actuarial principles used for the valuation on December 31, 1996 prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP). This value has been set at 325 million dollars on January 1, 2000. This amount is transferred from account 301 of Fund 01 (Employees contribution fund for regular service under RREGOP) to the separate fund before December 31, 2000 and bears interest at the rate of return generated by account 301 at the market value between January 1, 2000 and the date of transfer.
- 3) The government assumes the value of the additional benefits accrued as of January 1, 2000 in its entirety. The government injects into this separate fund an annual contribution equivalent to the value of the additional benefits accrued during the year. This contribution which has been set at 0.224% of the pensionable salaries shall be paid until such time as the discounted value of the contributions on January 1, 2000 at the rates of return generated by account 301 at the market value is equal to 325 million dollars.
- 4) By each injecting 325 million dollars into the separate fund, RREGOP members and the government finance, in equal portions, the value of the additional benefits resulting from these amendments. However, the payment of benefits including those assumed by the fund are made under the terms and conditions of section 130 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP).

In order to ensure that subsequent transfers prescribed in paragraph 5) are made in equal portions, the following initial transfers (value on January 1, 2000) are payable between now and December 31, 2000:

- *for transferred service*: a transfer from the separate fund to the consolidated fund of the value of the additional benefits ensuing from the amendments, namely 10.6 million dollars;
- *for regular service*: a transfer from the separate fund to account 309 (Employer contributory fund) of 2/12 (7/12 - 5/12) of the value of the additional benefits ensuing from the regular service before July 1, 1982, namely 12.1 million dollars.

Each of the initial transfers bears interest at the rate of return generated by account 301 at the market value between January 1, 2000 and the date of the transfer.

- 5) Once every three (3) years, namely, on the date of each actuarial valuation prescribed in section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP), a transfer is made from the separate fund to account 301 and account 309 of Fund 01 (Employees contribution fund for regular service under RREGOP). The amount transferred to each of these two (2) funds is equal to half of the actuarial value of the difference for pensioners during the last three (3) years between the pension paid according to the new terms and conditions and that which would have been paid under the former terms and conditions. The actuarial value of each of the differences is accrued at the rate of return generated by account 301 to the market value between the date of retirement of each of the pensioners of the last three (3) years and the date of transfer of the fund.

The transfers must not apply to the benefits deriving from the initial transfers described in paragraph 4). The benefits deriving from the transferred service have already been regulated by the initial transfer of 10.6 million dollars while those concerning the 2/12, before July 1982, were regulated by the initial transfer of 12.1 million dollars.

The actuarial value is determined on the basis of the principles of the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP), available at the time of the transfer (e.g. that on December 31, 1999 for the transfer to be carried out on December 31, 2002).

- 6) Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of the fund apply; for the remaining period, the rate of interest of the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP) for the calendar year concerned applies.
- 7) Where the total of the annual government contributions attains 325 million dollars (discounted value on January 1, 2000, according to the rates of return generated by account 301 at the market value), the government ceases to contribute to the separate fund. The balance of the separate fund on that date is then transferred, in equal proportions, to account 301 and account 309 of Fund 01 (Employees contribution fund for regular service under RREGOP).
- 8) As of the date on which the separate fund is liquidated, the additional benefits deriving from the new retirement requirements (sixty (60) years of age or thirty-five (35) years of service) and the years of service credited for eligibility purposes accrued after that date shall be assumed in accordance with the RREGOP provisions.

7) GRADUAL RETIREMENT

The parties shall mandate the RREGOP 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 pensioners who would avail themselves of such a program and shall analyze the tax problems related to gradual retirement. Moreover, it must analyze the amendments that must be made to the TPP, the CSSP and RREGOP resulting from the implementation of a program concerning gradual retirement and progressive retirement and designed to simplify the pension plans.

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 parties, if need be.

8) RETURN TO WORK BY PENSIONERS

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to set up an ad hoc committee composed of representatives of the government and the unions to:

- define rules for harmonizing the terms and conditions governing the return to work by pensioners under RREGOP, the TPP and the CSSP so as to better inform members and pensioners 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 by 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 parties, if need be.

9) NONDISCRIMINATION OF FRINGE BENEFITS

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to set up an ad hoc committee composed of government and union representatives whose mandate is to make recommendations on the nondiscrimination of fringe benefits based on the recommendations of the ad hoc committee's report on the nondiscrimination of fringe benefits produced in April 1992.

Moreover, the parties agree that any amendment to the laws, where applicable, may not have the effect of increasing the cost of the plans.

10) RIGHT OF REDEMPTION

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to review the terms and conditions of redemption such as the possibility of increasing rights, simplifying redemption rules, establishing reasonable rates, etc.

11) AMENDMENTS TO PENSION PLANS

Subject to the amendments prescribed herein, during the term of the agreement, no amendment to RREGOP, the TPP, the CSSP or the PPCT may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

No amendment shall be made to the method of financing nor to the financial commitments unless the negotiating parties so agree.

In addition, no part of this letter of intent may be interpreted as an admission on the part of the parties of their respective expectations concerning the government's obligations with respect to RREGOP.

SCHEDULE 1 FORMULAS APPLICABLE TO THE REVALUATION OF CERTAIN YEARS OF SERVICE

A) Initial benefit for a member opting for retirement before sixty-five (65) years of age

The total amount of the revaluation prescribed in section 3C) is equal to the lesser of:

$$\text{Amount 1: } (F \times N_L \times 2.0\% \times TM) - CR_{RR}$$

$$\text{Amount 2: } F \times N \times (1.1\% \times TM + \$230)$$

The total amount is divided into two parts:

- 1) The first part is a life annuity equal to the lesser of:

$$\text{Amount 3: } [F \times N_L \times [(2.0\% \times TM) - (0.7\% \times \text{minimum}(TM, MPE))]] - CR_{RR}$$

$$\text{Amount 4: } F \times N \times 1.1\% \times TM)$$

- 2) The second part is a benefit payable up to sixty-five (65) years of age equal to the difference between the total of the revaluation (minimum between amounts 1 and 2) and the life annuity (minimum between amounts 3 and 4).

These amounts are determined at the time of retirement and indexed to the CPI - 3% as of that date.

B) Initial benefit for a member opting for retirement after sixty-five (65) years of age

Only the life annuity is payable and corresponds to the lesser of amounts 3 and 4.

Where:

N: Number of years of service giving entitlement to a revaluation (1.1% + \$230)

N_L : Minimum between:
 1) N
 and
 2) thirty-five (35) minus the number of years of service used for calculation purposes (regular, transferred, transfer agreements)

TM: Average salary for the calculation of a pension

MPE: Average maximum pensionable earnings for the calculation of the pension integration

CR_{RR} : Pension credit payable taking into account the revaluation including surplus funds (redemptions and SPP) up to the retirement date and applicable actuarial reduction according to the provisions of the respective pension credits (where applicable). If it involves years of service recognized for eligibility purposes despite a transfer in a LIRA, the pension credit attributed shall be determined according to the conditions prescribed in point D).

F: 1 minus the % of actuarial reduction applicable to the basic pension

C) Accrued benefits

Notwithstanding the application of the preceding formulas, a member shall retain at least his or her pension benefits accrued under the pension credits without applying this revaluation.

D) Application of formulas

The formulas are applied collectively to all pension credits:

- 1) those redeemed;
- 2) those deriving from transfers of the SPP;

- 3) those deriving from certain transfer agreements;
- 4) those payable by an insurer and deriving from service credited for eligibility to RREGOP (paid-up annuity certificate).

These formulas are also applied to the period or periods of maternity leave credited under the fourth paragraph of section 221.1 of RREGOP as well as for the years of service credited for eligibility purposes, despite a transfer in a LIRA.

Moreover, the following elements must be taken into consideration:

- 1) if the actuarial reduction is compensated in whole or in part, the compensation is not counted for purposes of applying the formulas;
- 2) a paid-up annuity certificate should be payable as of the date of retirement and an actuarial reduction of six percent (6%) per year for the period between that date and the pensioner's sixty-fifth (65th) birthday is applied. For the purposes of applying the formulas, the amount used is that indicated in the statement of contributions;
- 3) in the case of years of service credited for eligibility purposes, regardless of a transfer in a LIRA, a value must be attributed to the pension credit payable as of a member's sixty-fifth (65th) birthday for the purposes of applying the formulas. The pension credit attributed corresponds to the actuarial value equivalent to the balance accrued in the participant's LIRA on the date of the integration of the SPP with RREGOP. To do this, a member must forward an attestation from the financial institution of the balance of the LIRA related to the SPP that could be transferred. The value of the attributed pension credit is calculated as follows:

$$\frac{[(\text{balance of LIRA on date of integration}) \times (5)]}{[\text{current value of an annual pension credit of ten dollars (\$10) payable monthly as of age sixty-five (65) under Schedule V of the Act respecting the Government and Public Employees Retirement Plan (RREGOP) according to the individual's age on the date of integration of the SPP with RREGOP}]}$$

The same revaluation rates are applied to the value of the pension credit attributed as the credits of pension redemption between the date of integration and the participant's date of retirement.

Moreover, an actuarial reduction determined under the terms and conditions for the redemption of pension credit for the period between the date of retirement and the pensioner's sixty-fifth (65th) birthday applies to the pension credit attributed for the purposes of applying the formulas.

Lastly, if a member decides to defer the payment of his or her pension credit, the formulas are applied as if it were payable as of the date of retirement.

SCHEDULE 2 VOTING PROCEDURES FOR THE TPP AND CSSP MEMBERS

The negotiating parties shall mandate CARRA to hold a vote. On April 15, 2000, CARRA shall forward ballots to active TPP or CSSP members on January 1, 2000. CARRA shall collect the ballots, compile the results in the presence of representatives of the negotiating parties and report to the RREGOP Pension Committee representing employees who may be unionized.

Ballots are numbered and differ in colour depending on whether an employee is a TPP or CSSP member. A pre-stamped return envelope in the same colour as the ballot will also be included.

A separate vote is held for each plan.

Information shall be provided to the participants by their union and to nonunionized employees by the associations of management staff or the department of human resources.

Should an employee request information from CARRA, it shall refer him or her to his or her union or, if he or she is nonunionized, to his or her association of management staff or to the department of human resources.

Voting results must be made known before May 15, 2000.

CARRA shall inform the TPP and CSSP members of the voting results.

**A1 APPENDIX 11 MOVE OF THE HEAD OFFICE OF THE LITTORAL SCHOOL BOARD;
SUSPENSION OF ACTIVITIES OF THE COMMISSION SCOLAIRE DE
LA BAIE-JAMES IN THE TERRITORY OF THE LG-2, LG-3 AND LG-4
SITES**

In the event of the move of the head office of the Littoral School Board or the suspension of the activities of the Commission scolaire de la Baie-James in the territory of the LG-2, LG-3 and LG-4 sites during the term of this agreement, the provincial negotiating parties agree to apply paragraph B) of clause 7-3.38 by making the necessary changes.

A1 APPENDIX 12 REASSIGNMENT OF AN EMPLOYEE BEYOND THE 50-KM RADIUS

At the request of either party, the provincial negotiating parties shall set up a parity committee.

The committee's mandate shall be:

- 1- to study the cases of employees who are obliged to be relocated for a second time as a result of the application of article 7-3.00;
- 2- to make recommendations to the Bureau régional de placement concerning the aforementioned cases.

The committee shall be composed of six (6) members:

- three (3) representatives appointed by the provincial negotiating employer group;
- three (3) representatives appointed by the provincial negotiating union group.

The Bureau régional de placement must apply the unanimous recommendations that have been submitted in writing by the committee members.

APPENDIX 13 GRIEVANCES AND ARBITRATION

Any arbitrator appointed under this agreement shall be deemed competent to hear any grievance which arose prior to December 16, 2005.

Any grievance which legally arose before the expiry of the 2000-2002 agreement and was submitted to arbitration after its expiry within the time limits prescribed in the 2000-2002 agreement shall be deemed validly submitted to arbitration. To this end, the board, the Fédération 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.

A1 APPENDIX 14 CLASSIFICATION OF CERTAIN EMPLOYEES

This appendix applies solely to the employees for whom this agreement constitutes a first agreement and to the employees who receive a first accreditation before March 31, 2010.

In these cases, the board shall send the employee, within sixty (60) days of the date of his or her accreditation, a notice confirming the class of employment and the step he or she holds and shall also send a copy to the union.

The employee whose classification (class of employment and step) has been confirmed and who claims that the duties which he or she is required to perform principally and customarily by the board correspond to a class of employment which differs from the one assigned or who claims that the step assigned to him or her does not correspond to that to which he or she is entitled may submit a classification grievance within ninety (90) days of the receipt of the notice of classification. This grievance may also be lodged by the union and must state, whenever possible, the reasons for the disagreement. The board shall forward its reply to the employee and a copy shall be sent to the union within thirty (30) working days of the receipt of the classification grievance.

In the case of an unsatisfactory reply or failing a reply within the time limit prescribed, the employee or union may, within twenty (20) working days following the expiry of the time limit prescribed for the reply, submit the grievance to arbitration according to the procedure provided for in article 9-2.00. In the event of arbitration, clause 6-1.15 applies.

In this case, the arbitrator may only determine the class of employment in the Classification Plan and the salary step in which the employee should have been classified. If the arbitrator cannot establish similarity between the characteristic duties which the employee is required to perform principally and customarily by the board and a class of employment provided for in the Classification Plan, clauses 6-1.09 and 6-1.11 to 6-1.16 inclusively apply by making the necessary changes.

The application of these provisions cannot have the effect of causing the demotion of the employee concerned.

A1 APPENDIX 15 COMMISSION SCOLAIRE DE LAVAL MOVEMENTS OF PERSONNEL AND TIME LIMITS PRESCRIBED IN CLAUSES 7-3.05 AND 7-3.07 OF THE AGREEMENT

Given paragraph J) of clause 7-3.08 and the number of municipalities that existed prior to the merger creating the City of Laval in the territory of the Commission scolaire de Laval, the provincial negotiating parties agree, despite any provision to the contrary, that the movements of personnel resulting from the application, where applicable, of clause 7-3.07 may be carried out until September 30 and take effect on that date, unless the board and the union agree to another date. However, these movements of personnel shall not be carried out during the employees vacation period taken between the beginning of the second week of July and the end of the second week of August.

APPENDIX 16 PARENTAL RIGHTS

This appendix applies to the temporary employees referred to in subparagraph b) of paragraph B) of clause 2-1.01 and to the employees covered by articles 10-1.00 and 10-2.00 of the agreement whose period of engagement provided for in these articles is six (6) months or more.

The employees referred to in this appendix shall benefit from article 5-4.00 of the agreement subject to the following terms and conditions:

- A) The duration of the maternity leave of the employee eligible for benefits from the Québec Parental Insurance Plan shall be of twenty-one (21) weeks. However, to benefit from the allowance prescribed in clause 5-4.12, the employee must have worked at least twenty (20) weeks during the twelve (12) months preceding the leave.

The duration of the maternity leave of the employee eligible for benefits from the Employment Insurance Plan shall be of twenty (20) weeks. However, to benefit from the allowance prescribed in clause 5-4.13, the employee must have worked at least twenty (20) weeks during the twelve (12) months preceding the leave.

The duration of the maternity leave of the employee who is ineligible to benefits from either plan shall be of twenty (20) weeks. However, to benefit from the allowance prescribed in clause 5-4.14, the employee must have worked at least twenty (20) weeks during the twelve (12) months preceding the leave.

- B) An employee shall benefit from parental rights only for the period during which he or she would have actually worked.
- C) Following a written request presented to the board at least two (2) weeks in advance, the employee who wishes to extend her maternity leave, the employee who wishes to extend his paternity leave and the employee who wishes to extend a leave for adoption shall benefit from paragraph A) of clause 5-4.43 according to the terms and conditions prescribed.
- D) For these employees, the special leave provided for in clause 5-4.21 of the agreement shall be without salary but the four (4) days to which the employee may be entitled are paid, where applicable, under paragraph c) of clause 5-4.21.
- E) For the purpose of applying paragraph D) of clause 5-4.15, the twenty (20)-week period prior to the employee's maternity leave shall exclude all layoffs when calculating the average basic weekly salary.

A1 APPENDIX 17 SETTLEMENT OF GRIEVANCES

In order to increase the effectiveness of the arbitration system, to reduce costs and to enable the local parties to assume greater responsibility for arbitration files, the provincial negotiating parties agree, while complying with the current arbitration procedures prescribed in the agreement, to set up a provincial committee for settling grievances and to implement two new methods for settling grievances, namely: prearbitration mediation and accelerated arbitration of a "small claims" nature.

I- MANDATE OF THE PROVINCIAL COMMITTEE FOR SETTLING GRIEVANCES

The provincial committee for settling grievances composed of one representative of the CPNCF and one representative of the Fédération du personnel de soutien scolaire (CSQ) shall have, in particular, the following mandate:

- conduct operations aimed at reducing, as much as possible, the number of grievances accumulated according to the priorities and procedures determined by the committee;
- intervene, prior to entering a file, with the local parties in order to help them resolve the issue;
- guide the parties towards the appropriate method for resolving grievances;
- encourage a better use of the time allotted to hearings and a reduction in their duration.

II- 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 found 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, a person or an elected member of the union may represent his or her respective party; they 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 provided for in Chapter 9-0.00 of the agreement or in this appendix, as agreed to between the parties. Failing agreement, the grievances shall be referred to the arbitration procedure prescribed in article 9-2.00 of the agreement.

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 fees and expenses of the arbitrator who is mandated to act as a mediator shall be borne as prescribed in paragraph A) of clause 9-2.22.

III- ACCELERATED ARBITRATION PROCEDURE OF A "SMALL CLAIMS" NATURE**1- Admissible grievances**

Any grievance may be referred to this procedure provided that the board and the union explicitly agree to do so. In this case, a notice, signed jointly by the authorized representatives of the parties, of their intent, 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 records office must receive both the written notice of the union and that of the board 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, a person or an elected member of the union may represent his or her respective party; however, either party may, after having informed the other, 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 in support thereof (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 same board and the same 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 no later than five (5) working days after the hearing. He or she shall also file the signed original copy at the records office.

6- Articles 9-1.00 and 9-2.00 apply by making the necessary changes to the accelerated arbitration procedure provided for in this appendix, except for clause 9-2.03, the second paragraph of clause 9-2.09, clauses 9-2.10, 9-2.12, 9-2.14, the first paragraph of clause 9-2.15, the first, second and third paragraphs of clause 9-2.16, the first paragraph of clause 9-2.17 and clauses 9-2.22, 9-2.23 and 9-2.24.**IV- OTHER MEASURES CONTRIBUTING TO REDUCING THE COSTS OF THE ARBITRATION SYSTEM AND TO INCREASING ITS EFFECTIVENESS**

A) In order to reduce the amounts earmarked for the expenses and fees of arbitrators and to resolve a greater number of grievances, the provincial negotiating parties agree to:

- encourage the local parties to use the prearbitration-mediation procedure and the accelerated arbitration procedure of a "small claims" nature;
- keep an updated list of joint requests of the local parties 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 in keeping with article 9-2.00:

- the lawyers assigned to every grievance file shall inform the arbitrator and each other of the nature of the preliminary methods they intend to raise one week prior to the hearing;
- every hearing shall be scheduled for 9:30 a.m., the lawyers, 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 available 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.

A1 APPENDIX 18 LETTER OF AGREEMENT CONCERNING THE REVISION OF THE CLASSIFICATION PLAN AND OF THE SALARY OF SCHOOL SECRETARIES

Whereas the revision of the Classification Plan for technical and paratechnical, administrative and manual support positions provides for the creation, abolition, modification and replacement of certain classes of employment;

Whereas the revision involves maintaining and modifying certain salary scales;

The provincial negotiating parties agree as follows:

1) Revision of the Classification Plan

The parties concluded an agreement in accordance with clause 6-1.13 of the agreement concerning the creation of new classes of employment or the modification of classes of employment prescribed in the Classification Plan, February 1, 2006 edition.

2) Integration of employees in the class of employment of offset duplicator operator, offset duplicator operator, principal class or person-in-charge of a day care service

A) The employee in one of the classes of employment found in the following table shall receive a classification notice assigning him or her, on February 1, 2006, the class of employment corresponding to the class of employment held on the preceding day.

B) The classification notice shall be forwarded in writing no later than June 1, 2006. A copy of the classification notice shall be forwarded to the union.

Class of employment held on January 31, 2006	Class of employment assigned on February 1, 2006
Offset duplicator operator	Printing operator
Offset duplicator operator, principal class	Printing operator, principal class
Person-in-charge of a day care service	Day care service technician

3) Integration of employees in the class of employment of telephone operator into the class of employment of office agent, class II

A) The employee in the class of employment of telephone operator on January 31, 2006 shall be integrated into the class of employment of office agent, class II on February 1, 2006. A written classification notice to this effect shall be forwarded to the employee no later than June 1, 2006. A copy of the classification notice shall be forwarded to the union.

B) The integration of employees on February 1, 2006 shall be carried out according to the more advantageous of the following formulas:

a) in the step held on January 31, 2006;

b) if the employee held the last step of his or her salary scale on January 31, 2006, he or she shall be assigned, on February 1, 2006, the step of his or her new class of employment corresponding to his or her years of experience recognized valid and directly pertinent to the duties of that class of employment.

- C) The employee who claims that he or she should have been assigned another class of employment under the preceding paragraph A) may submit a grievance to that effect to the board within ninety (90) days of his or her classification notice. The grievance may also deal with the step assigned. The union may, within the same time limits, submit a grievance on behalf of the employee.

Notwithstanding any other provision, the grievance shall be referred, without any other formality, to the arbitration procedure prescribed in article 9-3.00 and it shall be heard by one of the arbitrators whose name appears in clause 6-1.15.

In the case of arbitration, the arbitrator shall determine the appropriate class of employment or step to which the employee is entitled and the retroactive payments, if any. The class of employment assigned must exist in the Classification Plan in effect on February 1, 2006.

4) Creation of the classes of employment of reprography operator, and reprography operator, principal class

The employee who principally and customarily performs, on February 1, 2006, the characteristic duties of the new class of employment of reprography operator or reprography operator, principal class, shall receive a classification notice specifying the new class of employment assigned.

The employee who feels that he or she should have been assigned one of the two (2) classes of employment mentioned in the preceding paragraph may submit a grievance according to the procedure prescribed in paragraph C) of article 3.

5) Retroactivity and integration of employees in the class of employment of school secretary into the class of employment of school or centre secretary

Retroactivity from July 1, 1998 to January 31, 2006

- A) The salary scale prescribed in article 6) of this appendix shall be assigned to the class of employment of school secretary, retroactively to July 1, 1998.
- B) The salary rate of employees for each of the periods concerned shall be determined according to the more advantageous of the following formulas:
- a) for the period from July 1, 1998 to December 31, 1998 and subsequent periods¹, the board shall pay the employee the difference between the salary rate of the step held during that period and the salary rate, in the new salary scale, of the corresponding step;
 - b) however, if the employee held the last step of his or her salary scale, the board shall pay the difference between the salary rate of the step held during that period and the salary rate of the step, in the new salary scale, corresponding to his or her years of experience recognized as valid and directly pertinent to the duties of the new class of employment.

¹ Read the following periods:

from January 1, 1999 to December 31, 1999
 from January 1, 2000 to December 31, 2000
 from January 1, 2001 to November 20, 2001
 from November 21, 2001 to December 31, 2001
 from January 1, 2002 to November 20, 2002

from November 21, 2002 to March 31, 2003
 from April 1, 2003 to November 20, 2003
 from November 21, 2003 to November 20, 2004
 from November 21, 2004 to November 19, 2005
 from November 20, 2005 to January 31, 2006

Integration and classification on February 1, 2006

- C) The employee who held the class of employment of school secretary on January 31, 2006 shall be integrated into the class of employment of school or centre secretary on February 1, 2006. A written classification notice shall be forwarded to the employee no later than June 1, 2006. A copy of the classification notice shall be forwarded to the union.
- D) An employee shall be integrated on February 1, 2006 according to the more advantageous of the following formulas:
 - a) in the step held on January 31, 2006;
 - b) if the employee held the last step of his or her salary scale on January 31, 2006, he or she shall be granted, on February 1, 2006, the step of his or her new class of employment corresponding to his or her years of experience recognized as valid and directly pertinent to the duties of that class of employment.
- E) The parties agree that the salary readjustments paid to school and centre secretaries shall not have the effect of excluding this employment category from the Pay Equity Plan. This employment category is part of the Pay Equity Plan of the Intersyndical and of the Conseil du trésor and, to that end, will be subject to an evaluation based on the 17-factor evaluation system. If applicable, other salary readjustments could be determined as for other predominantly female employment categories covered by the Pay Equity Plan.

6) **Salary scale of the class of employment of school secretary applicable retroactively to July 1, 1998**

The revised salary scale applicable¹ to the class of employment of school secretary is that found below for the periods specified:

From 1998-07-01 to 1998-12-31		
Step	Current rate	Revised rate
1	14.06	14.25
2	14.47	14.69
3	14.92	15.13
4	15.37	15.57
5	15.85	16.04
6	16.34	16.51
7	16.34	17.01

From 2002-11-21 to 2003-03-31		
Step	Current rate	Revised rate
1	15.42	15.69
2	15.88	16.18
3	16.37	16.68
4	16.86	17.17
5	17.38	17.68
6	17.93	18.19
7	17.93	18.75

From 1999-01-01 to 1999-12-31		
Step	Current rate	Revised rate
1	14.27	14.46
2	14.69	14.91
3	15.14	15.36
4	15.60	15.80
5	16.09	16.28
6	16.59	16.76
7	16.59	17.27

From 2003-04-01 to 2003-11-20		
Step	Current rate	Revised rate
1	15.73	16.00
2	16.20	16.50
3	16.70	17.01
4	17.20	17.51
5	17.73	18.03
6	18.29	18.55
7	18.29	19.13

From 2000-01-01 to 2000-12-31		
Step	Current rate	Revised rate
1	14.63	14.82
2	15.06	15.28
3	15.52	15.74
4	15.99	16.20
5	16.49	16.69
6	17.00	17.18
7	17.00	17.70

From 2003-11-21 to 2004-11-20		
Step	Current rate	Revised rate
1	15.76	16.06
2	16.23	16.57
3	16.73	17.08
4	17.23	17.58
5	17.76	18.10
6	18.32	18.63
7	18.32	19.21

From 2001-01-01 to 2001-11-20		
Step	Current rate	Revised rate
1	15.00	15.19
2	15.44	15.66
3	15.91	16.13
4	16.39	16.61
5	16.90	17.11
6	17.43	17.61
7	17.43	18.14

From 2004-11-21 to 2005-11-19		
Step	Current rate	Revised rate
1	15.79	16.12
2	16.26	16.64
3	16.76	17.15
4	17.26	17.65
5	17.79	18.17
6	18.35	18.71
7	18.35	19.29

From 2001-11-21 to 2001-12-31		
Step	Current rate	Revised rate
1	15.02	15.25
2	15.46	15.72
3	15.94	16.20
4	16.42	16.68
5	16.93	17.18
6	17.46	17.68
7	17.46	18.21

As of 2005-11-20		
Step	Current rate	Revised rate
1	15.81	16.21
2	16.27	16.71
3	16.77	17.21
4	17.27	17.72
5	17.82	18.26
6	18.37	18.79
7	18.37	19.35

From 2002-01-01 to 2002-11-20		
Step	Current rate	Revised rate
1	15.40	15.63
2	15.85	16.11
3	16.34	16.61
4	16.83	17.10
5	17.35	17.61
6	17.90	18.12
7	17.90	18.67

¹ Salary scale for rank 9, including seven (7) steps, according to the 16-factor system.

7) Other provisions

- A) The fact that the qualifications required for certain classes of employment are upgraded may not have the effect of granting an employee a class of employment, a salary rate or a step different from the one held on January 31, 2006.
- B) The classification ensuing from the changes made to the Classification Plan may not entail a demotion.
- C) Any movement of personnel carried out between February 1, 2006 and April 30, 2006 shall not be called into question.

8) Retroactivity

- A) The employee, school secretary, in the employ of the board between July 1, 1998 and April 30, 2006, shall be entitled to a retroactive payment equal to the difference, if it is positive, between the salary or, as the case may be, the amount to which he or she would have been entitled, taking into account his or her active service or the number of hours remunerated during that period under the following provisions of the agreement:

5-3.32, 5-3.44, 5-4.00, 6-1.00, 6-2.00, 6-3.00, 6-4.00, 6-5.00, 6-6.00, 6-8.00, 6-9.00, 6-10.00, 7-4.12, 8-3.00, 10-1.01

and

the amounts already paid by the board to this effect between July 1, 1998 and April 30, 2006.

- B) The employee, telephone operator, integrated into the class of employment of office agent, class II, in the employ of the board between February 1, 2006 and April 30, 2006, shall be entitled to a retroactive payment equal to the difference, if it is positive, between the salary or, as the case may be, the amount to which he or she would have been entitled, taking into account his or her active service or the number of hours remunerated during that period under the following provisions of the agreement:

5-3.32, 5-3.44, 5-4.00, 6-1.00, 6-2.00, 6-3.00, 6-4.00, 6-5.00, 6-6.00, 6-8.00, 6-9.00, 6-10.00, 7-4.12, 8-3.00, 10-1.01

and

the amounts already paid by the board to this effect between February 1, 2006 and April 30, 2006.

- C) For the employee referred to in the preceding paragraph A) or B), in the employ of the board on April 30, 2006, the amounts owing shall be paid no later than June 30, 2006.
- D) The board shall provide employees, with copy to the union, with a statement of the retroactive payment calculations along with the retroactive payment.
- E) The board shall provide the union within one hundred and twenty (120) days of April 30, 2006 with a list of the employees referred to in the preceding paragraph A) or B) who were in the employ of the board during the period concerned and who are no longer so employed on April 30, 2006; this list shall specify the last known address so that the union may contact those employees and inform them of their right to the retroactive payment.

The employee referred to in the last paragraph must submit a written request to this effect to the board within one hundred and twenty (120) days of the union receiving the list. In the case of the employee's death, the request may be made by his or her assigns.

The amounts owing shall be paid within sixty (60) days of receiving the employee's request.

A1 APPENDIX 19 LIFE, HEALTH AND SALARY INSURANCE PLAN FOR EMPLOYEES WORKING WITHIN THE FRAMEWORK OF ARTICLE 10-1.00 OF THE AGREEMENT

In the context of the personal group insurance contract concluded between the Insurance Committee of the Centrale and the insurer SSQ-VIE, the board is authorized by the union, as of the first day of classes in August 1997, to deduct premiums from the pay of employees covered by this insurance plan under the conditions prescribed in the insurance contract.

The administrative procedures associated with the application of the plan are those agreed to by the parties to this agreement as specified in the information document sent by the insurer dated July 9, 1997.

The administrative procedures for which the board is responsible with respect to the application of this insurance plan cannot be modified without the consent of the provincial negotiating employer group.

The parties at the provincial level shall meet to resolve any problem that may arise concerning this plan.

A1 APPENDIX 20 COMMITTEE ON THE PROCEDURE TO SETTLE GRIEVANCES AND ARBITRATION

The parties agree to set up, within one hundred and twenty (120) days of April 30, 2006, a working committee dealing with the grievance and arbitration procedure.

The mandate of the committee shall be as follows:

- to analyze the issues identified by the chief arbitrator of the Greffe des tribunaux d'arbitrage du secteur de l'éducation in relation with the arbitration system;
- to analyze proposals aimed at improving the effectiveness of the grievance and arbitration procedure;
- to agree on appropriate solutions, if any.

The committee shall establish its own rules of procedure and shall make a report to the parties no later than June 30, 2007.

A1 APPENDIX 21 TRANSITORY MEASURES CONCERNING DAY CARE SERVICE EMPLOYEES UNDER THIS AGREEMENT

The parties agree on the following transitory measures:

- 1) The employees in the classes of employment of day care service technician or educator who have completed their probation period and who, on February 1, 2006, held a position under article 10-3.00 of the 2000-2002 collective agreement, shall be granted the status of regular employee on February 1, 2006.
- 2) The employees in the classes of employment of day care service technician or educator who, on February 1, 2006, held a position under article 10-3.00 of the 2000-2002 collective agreement and who had not completed their probation period shall be granted the status of probationary employee on February 1, 2006. These employees shall continue their probation period, which cannot exceed the equivalent of sixty (60) days effectively worked¹.
- 3) Notwithstanding the foregoing, until their layoff during the 2005-2006 school year, regular or probationary employees who, on February 1, 2006, held a position of day care service technician or educator of fifteen (15) hours or less per week, shall continue to receive the increase of eleven percent (11%) and eight percent (8%) prescribed in clause 10-3.01 of the 2000-2002 collective agreement in lieu of all fringe benefits and vacation.
- 4) The employees covered by the first and second paragraphs do not hold a position and they maintain the number of weekly hours held on February 1, 2006. However, the board may proceed with layoffs under article 7-2.00.
- 5) As of July 1, 2006, employees who, on February 1, 2006, had a position with fifteen (15) hours per week shall receive all the fringe benefits and vacation prescribed in the agreement with the exception of article 5-3.00, which only comes into force on September 1, 2006.
- 6) For employees covered by this appendix, the first paragraph of clause 7-2.02 is replaced, for the 2005-2006 fiscal year, by the following:

“After consulting the union, within ten (10) working days of April 30, 2006, the board shall determine the approximate duration of each temporary layoff and the order in which they shall be carried out.”

¹ However, this probation period shall be equivalent to ninety (90) days effectively worked for the employees with a position as day care technician. Moreover, any period of absence during these probation periods shall add to these periods.

A1 APPENDIX 22 REGIONAL OFFICES AND FRENCH-LANGUAGE SCHOOL BOARDS

Regional Offices	School Boards
Region 01 Du Bas-Saint-Laurent et de la Gaspésie-Îles-de-la-Madeleine	Chic-Chocs (des) Fleuve-et-des-Lacs (du) Monts-et-Marées (des) Phares (des) Îles (des) Kamouraska—Rivière-du-Loup (de) René-Lévesque
Region 02 Du Saguenay—Lac-Saint-Jean	De La Jonquière Lac-Saint-Jean (du) Pays-des-Bleuets (du) Rives-du-Saguenay (des)
Region 03 De la Capitale-Nationale et de la Chaudière-Appalaches	Appalaches (des) Beauce-Etchemin (de la) Capitale (de la) Charlevoix (de) Côte-du-Sud (de la) Découvreurs (des) Navigateurs (des) Portneuf (de) Premières-Seigneuries (des)
Region 04 De la Mauricie et du Centre-du-Québec	Bois-Francs (des) Chemin-du-Roy (du) Chênes (des) Énergie (de l') Riveraine (de la)
Region 05 De l'Estrie	Hauts-Cantons (des) Région-de-Sherbrooke (de la) Sommets (des)
Region 06.1 De Laval, des Laurentides et de Lanaudière	Affluents (des) Laurentides (des) Laval (de) Pierre-Neveu Rivière-du-Nord (de la) Samares (des) Seigneurie-des-Mille-Îles (de la)
Region 06.2 De la Montérégie	Grandes-Seigneuries (des) Hautes-Rivières (des) Marie-Victorin Patriotes (des) Saint-Hyacinthe (de) Sorel-Tracy (de) Trois-Lacs (des) Val-des-Cerfs (du) Vallée-des-Tisserands (de la)
Region 06.3 De Montréal	Marguerite-Bourgeoys Montréal (de) Pointe-de-l'Île (de la)
Region 07 De l'Outaouais	Coeur-des-Vallées (au) Draveurs (des) Hauts-Bois-de-l'Outaouais (des) Portages-de-l'Outaouais (des)

Regional Offices	School Boards
Region 08 De l'Abitibi-Témiscamingue et du Nord-du-Québec	Baie-James (de la) Harricana Lac-Abitibi (du) Lac-Témiscamingue (du) Or—et-des-Bois (de l') Rouyn-Noranda (de)
Region 09 De la Côte-Nord	Estuaire (de l') Fer (du) Moyenne-Côte-Nord (de la)

A1 APPENDIX 23 EQUAL OPPORTUNITY ADVISORY COMMITTEE

The Ministère de l'Éducation, du Loisir et du Sport shall maintain an equal opportunity advisory committee. The committee shall be made up of two (2) representatives of the Coordination à la condition féminine of the Ministère de l'Éducation, du Loisir et du Sport, two (2) representatives of the Fédération des commissions scolaires du Québec and two (2) representatives of the teaching, professional and support staff of school boards designated by the CSQ.

The committee shall establish its own rules of operation in order to carry out its mandate.

Committee's Mandate

The committee shall determine its mandate in keeping with 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.

In this vein, the committee members could share all available pertinent information deemed useful and deal with any issue agreed to by the committee as regards equal opportunity programs.

A1 APPENDIX 24 SPECIFIC PROVISIONS DEALING WITH THE LITTORAL SCHOOL BOARD

The provincial negotiating parties agree that the local arrangement signed on May 5, 2000 by the Littoral School Board concerning professional improvement activities for certain employees shall be an integral part of this agreement.

A1 APPENDIX 25 APPENDIX ON THE MATTERS RELATED TO PROVISIONS NEGOTIATED AND AGREED UPON AT THE LOCAL LEVEL

1. In accordance with article 57 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c.R-8.2), the provincial negotiating parties agree that the subjects listed below constitute, as of February 1, 2006, matters related to the provisions negotiated and agreed upon at the local level.
2. As long as the board and the union have not modified, repealed or replaced the text of the subjects concerned by the present appendix, in accordance with article 60 of the Act, the text of each article as written below constitute the text agreed upon by the union and the board.
3. The board shall provide for union leaves related to the negotiation of new local matters without loss of salary or reimbursement.

1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS

1-3.01

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

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

1-3.02

There shall be no threat, constraint or reprisal against an employee because of the exercise of a right that is granted to him or her under the agreement or by law.

1-4.00 SEXUAL HARASSMENT IN THE WORKPLACE

1-4.01

Harassment in the workplace consists of any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

1-4.02

Employees shall have the right to work in an environment free from sexual harassment; to this end, the board shall take reasonable measures in order to promote a working environment free from sexual harassment and to stop any sexual harassment brought to its attention.

1-4.03

The employee who claims to have been harassed shall contact a board representative in order to try to find a solution to his or her problem by applying, if needed, the procedure and conditions prescribed in the board policy.

1-4.04

The plaintiff or the union, with the plaintiff's consent, may file a grievance according to the procedure prescribed in articles 9-1.00 and 9-2.00. This grievance is heard as a priority.

3-2.00 JOINT COMMITTEES**3-2.01**

Any union representative appointed to a joint committee provided for in the agreement may be absent from work without loss of salary or reimbursement in order to attend the meetings of the committee or to carry out work required by the parties on the committee.

3-2.02

Any union representative appointed to a joint committee, not provided for in the agreement but the creation of which is approved by the board and the union or the provincial negotiating parties, may be absent from work without loss of salary or reimbursement in order to attend the meetings of the committee or to carry out work required by the parties on the 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, unless otherwise provided. He or she shall not be entitled to any additional remuneration on this account.

3-2.04

The union representative must inform his or her immediate superior in advance of the name of the committee on which he or she is requested to sit or to carry out work and of the anticipated duration of his or her absence.

3-2.05

The meetings of the joint committee shall normally be held during working hours at times agreed to by the parties on the committee.

3-4.00 POSTING AND DISTRIBUTION**3-4.01**

The board shall place bulletin boards at the disposal of the unions in prominent locations in its buildings, 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 issued by the union provided that it is signed by a union representative and that a certified true copy is given 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 the working hours during which each of these employees performs his or her work.

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

The union may use the internal mail service set up by the board as long as such service is already at the disposal of the union on December 16, 2005. If this is not the case, the board and the union may agree, in writing, on terms and conditions regarding the use of the internal mail service by the union.

3-5.00 UNION MEETINGS AND USE OF BOARD PREMISES FOR UNION PURPOSES**3-5.01**

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

3-5.02

With the consent of the board or its designated representative, an employee who must usually work during a meeting of his or her union may be absent from work to attend the meeting provided 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 regular workday or outside the hours provided for in his or her work schedule. The 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 involving employees is held during working hours, the employees may attend the meeting without loss of salary, including applicable premiums, if any, 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 the union meetings of the members of the bargaining unit. The board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the room used is left in the condition in which it was found.

3-5.05

The board which already provides a room for a union secretariat shall continue to do so under the same conditions. However, these conditions may be modified by the board after consultation with the union.

In other cases, the board shall provide the union with a room, if available, for a secretariat to be used exclusively by the union and accessible at all times according to the terms and conditions to be agreed by the board and the union.

The use of such a room may be withdrawn for administrative or pedagogical needs provided that the board give the union a fifteen (15)-working day notice. In this case, the board shall provide another available room, if any, according to the terms and conditions to be agreed by the board and the union, which must not be more onerous in general to the union than those in force prior to the withdrawal of the room.

3-8.00 DOCUMENTATION**3-8.01**

In addition to the documentation that must be provided according to the other provisions of the agreement, the board and the union shall provide the documentation specified in this article.

3-8.02

No later than October 31 of each year, the board shall provide the union with the complete list of employees in alphabetical order to whom the agreement applies and shall indicate for each: his or her surname and given name, status (probationary, regular, tenured or temporary), department, position held, classification, salary, premiums to which he or she is entitled, where applicable, date of birth, home address, telephone number and social insurance number, the foregoing as brought to the board's attention as well as any other information previously furnished.

3-8.03

The board shall provide the following information monthly:

- A) the names of new employees, the date on which they were hired and the information specified in clause 3-8.02;
- B) the names of employees leaving the employment of the board and the termination date;
- C) the names of employees who changed positions, the title of the new position, the date on which the change took place and the salary;
- D) the changes of address and telephone number of employees brought to its attention;
- E) any other information agreed to by the board and the union, especially overtime.

3-8.04

At the same time, the board shall forward to the union a copy of all the directives dealing with the application of the agreement and addressed directly or through the immediate superior to an employee, a group of employees or to all the employees.

3-8.05

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

3-8.06

These documents cannot be used against the employee concerned until such time as the board has forwarded the documents mentioned in clauses 3-8.04 and 3-8.05 to the union.

3-8.07

Within sixty (60) days of April 30, 2006, the board shall forward to the union, for information purposes, a copy of every management policy or regulation or extracts from regulations or policies concerning the personnel covered by the agreement. The board shall subsequently forward to the union amendments to these regulations or policies or a copy of every new policy or new regulation concerning personnel management.

3-8.08

The union shall provide the board with the names of its representatives within fifteen (15) days of their appointment as well as their job titles, the name of the committee provided for in the agreement or set up by virtue of the agreement on which they sit, where applicable and shall advise the board of any change.

3-8.09

The board shall forward to the union the names of the employees who obtain a leave of absence without salary of more than one month or a leave provided for in article 5-4.00 and shall indicate the anticipated duration of the absence. The union shall be notified of any extension.

3-8.10

The board shall inform the union at the same time as it informs the employee of any salary cut ensuing from the application of the agreement.

3-8.11

In the case where the board already does so, it shall continue to provide the union with a copy of the minutes of the decision-making bodies: council of commissioners and executive committee.

In the other cases, the board recognizes for the union all the rights of a taxpayer as regards the obtaining of minutes and the consultation of the minute book of the board.

5-5.00 PARTICIPATION IN PUBLIC AFFAIRS**5-5.01**

The board recognizes the same rights for an employee to participate in public affairs as those recognized for all citizens.

5-5.02

The regular employee who is a candidate in a municipal, school, provincial or federal election shall obtain, upon request, a leave of absence without salary which could extend from the date of the declaration of the elections to the tenth (10th) day which follows the election day.

5-5.03

A regular employee who does not report to work within the time 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 that case, the employee must notify the board and, except if it is impossible for him or her to report to work on the first working day following such leave, he or she shall be considered as having resigned as of that day.

5-5.04

A regular employee elected in a municipal or school election or to the board of directors of a hospital or a local community service centre may benefit from a leave of absence without salary in order to carry out the duties of his or her position according to the terms and conditions prescribed by the board; the board cannot refuse the leave without a valid reason.

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, the employee 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, subject to Chapter 7-0.00.

5-9.00 LEAVES WITHOUT SALARY**5-9.01**

The board may grant a regular employee a full-time or part-time leave without salary for reasons which it deems valid for a maximum duration of twelve (12) consecutive months; this leave may be renewed. In the case of a part-time leave, the pertinent provisions of the agreement shall apply to the employee.

5-9.02

The board shall grant a leave without salary to enable a regular employee to accompany his or her spouse whose place of work changes temporarily or permanently for a period not exceeding twelve (12) months.

5-9.03

The board shall grant a regular employee who so requests a full-time or part-time leave without salary if the granting of such a leave permits the use of the services of a person in surplus.

5-9.04

Subject to the second paragraph of clause 5-9.05, the board shall grant a regular employee a full-time or a part-time leave without salary for studies leading to a diploma in an officially recognized institution for a period not exceeding twelve (12) consecutive months.

5-9.05

The board shall grant a regular employee a full-time or part-time leave without salary of a minimum duration of one 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 five (5) years of seniority.

The board shall not be required to grant such a leave for or during the same period to more than one employee at a time per office, department, school, adult education centre or vocational training centre; in this case, the employee with the most seniority shall have priority. Also, the board may refuse a request for a leave if it does not find a replacement, where applicable.

5-9.06

An employee who is suffering from a prolonged illness, attested to by a medical certificate accepted by the board, shall obtain, if he or she has exhausted the benefits prescribed in clauses 5-3.32 and 5-3.45, a full-time leave without salary for the remainder of the fiscal year.

5-9.07

The request to obtain or renew every leave without salary must be made at least thirty (30) days prior to the beginning of the leave except in the case provided for in clause 5-9.03; the request shall be made in writing and must specify the reasons as well as the dates of the beginning and end of the leave. Moreover, any request for a part-time leave without salary must specify the schedule of the leave.

5-9.08

In the case where a part-time leave without salary is provided for in this article, there must be an agreement between the board and the employee on the schedule of this 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 accordance with article 8-1.00 of the agreement; he or she shall continue to participate in the health insurance plan and shall pay all the required premiums and contributions including the tax on the amount, where applicable; he or she may also participate in the complementary plans, provided that he or she pay the entire amount of the required premiums and contributions if the regulations of the said plans permit.

5-9.10

Upon a prior written notice of at least thirty (30) days, the employee may, on reasonable grounds, terminate any leave without salary before the date foreseen.

5-9.11

On the employee's return, he or she shall be reinstated in the position held upon his or her departure, subject to article 7-3.00 of the agreement.

5-9.12

In the case of a resignation during or at the end of a leave, the employee shall reimburse the board for any amount paid for and in his or her name.

5-9.13

The employee who uses the leave 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.

6-11.00 PAYMENT OF SALARY**6-11.01**

Employees shall be paid at his or her place of work by cheque in a sealed envelope every second Thursday. Moreover, employees shall receive a paycheque 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.

An employee must receive his or her first paycheque within a maximum period of one (1) month after he or she is hired.

6-11.02

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 employee's class of employment;
- D) the number of hours paid at the regular rate;
- E) the number of overtime hours plus the applicable increase, if any;
- F) the gross salary and net salary;
- G) the premiums;
- H) the union dues;
- I) the income tax deductions;
- J) the pension plan contributions;
- K) the contributions to the Québec Pension Plan;
- L) the employment insurance contributions;
- M) the period concerned;
- N) the deductions to a credit union;
- O) the accumulated earnings and deductions and any other information as long as it was already provided by the board on the date of the signing of the agreement;
- P) any other information already provided by the board on December 16, 2005.

6-11.03

Before claiming the amounts paid in excess to an employee, the board shall reach an agreement with the employee and the union regarding the method of reimbursement. Failing an agreement, the board shall determine the terms and conditions of reimbursement which may include a deduction from the employee's pay. Such terms and conditions must not cause an employee to reimburse more than ten percent (10%) of his or her gross salary per pay.

6-11.04

In the event where the board omits to pay an employee on the date prescribed or pays him or her amounts which are less than the amounts owing, it shall, upon a request from the employee concerned, take the necessary interim measures, without delay, to pay the amounts owing.

6-11.05

The board shall send a signed statement of the amounts owing to the employee within fifteen (15) days of his or her departure.

The board shall remit or forward to the employee, within thirty (30) days of his or her departure, a cheque for the amounts owing.

6-11.06

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).

6-11.07

The board shall indicate on the appropriate tax forms the total amounts paid by an employee in union dues during the corresponding calendar year.

8-5.00 HEALTH AND SAFETY**8-5.01**

The board and the union shall collaborate through the Labour Relations Committee or a specific health and safety committee to maintain working conditions that ensure the health, safety and physical well-being of employees.

8-5.02

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 by the application of the Act and the regulations applicable to the board.

8-5.03

Insofar as it is provided for by the Act and the regulations applicable to it, the board must take the measures necessary to protect the health and ensure the safety and physical 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 safe material and ensure that it is kept in good condition;
- E) allow an employee to undergo health examinations required for the application of the Act and the regulations applicable to the board.
- F) implement safety measures for the employees who are working on evening or night shifts.

8-5.04

When it becomes necessary by virtue of the Act 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.

8-5.05

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

As soon as the immediate superior is notified or, where applicable, the representative authorized by the board shall convene the union representative mentioned in clause 8-5.09 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 purpose 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 applicable premiums, or reimbursement.

8-5.06

The right of an employee mentioned in clause 8-5.05 shall be exercised subject to the relevant provisions of the Act and regulations concerning occupational health and safety applicable to the board and subject to the terms and conditions specified therein, where applicable.

8-5.07

The board cannot impose a layoff, a move, a disciplinary or discriminatory measure due to the fact that the employee exercised in good faith the right provided for in clause 8-5.05.

8-5.08

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 8-5.05; however, the board or its representatives must be informed of the presence of the adviser before the meeting is held.

8-5.09

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

- A) to attend a meeting provided for in the third paragraph of clause 8-5.05;
- B) to accompany an inspector of the Commission de la santé et de la sécurité du travail (CSST) during an inspection visit to the board in connection with a matter dealing with the health, safety or physical well-being of an employee.

8-7.00 TECHNOLOGICAL CHANGES**8-7.01**

For the purpose of this article, the expression “technological changes” means the changes resulting from the introduction of new equipment or its modification, used to produce goods or services and which either modifies the duties entrusted to an employee or causes the abolition of one or more positions.

8-7.02

The board shall inform the union in writing of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.

8-7.03

The notice mentioned in the preceding clause contains the following information:

- A) nature of the change;
- B) department, school, adult education centre or vocational training centre concerned;
- C) date foreseen for the implementation;
- D) employee or group of employees concerned.

8-7.04

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 forward to the union the technical sheet of the new equipment, if it is available.

8-7.05

The board and union shall agree to meet within forty-five (45) days of the notice mentioned in clause 8-7.02; on this occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work.

8-7.06

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. The costs of the training or professional improvement shall be borne by the board and shall usually be offered during working hours.

8-7.07

This article shall not have the effect of preventing the application of other provisions of the agreement, notably Chapter 7-0.00.

CHAPITRE 11-0.00 DISPOSITIONS DIVERSES**11-1.00 DEPOSITS TO A SAVINGS INSTITUTION OR CREDIT UNION****11-1.01**

The union shall notify the board of its choice of a single savings institution or credit union for its members. It shall forward to the board a standard form authorizing deduction.

11-1.02

The board shall collaborate in facilitating this operation.

11-1.03

Thirty (30) days after this savings institution or credit union has forwarded the authorizations for deductions to the board, the latter shall deduct from each salary payment of the employee who has signed such an authorization the amount that he or she has indicated as a deduction for deposit in the said savings institution or credit union.

11-1.04

The amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

11-1.05

The list of changes to be made in deductions shall be accepted only between October 1 and 31 and between February 1 and 28 of each year.

11-1.06

Thirty (30) days after the employee has forwarded a written notice to this effect, the board shall cease to deduct the amount mentioned in clause 11-1.03.

A1 APPENDIX 26 PRIORITY OF EMPLOYMENT OF A TEMPORARY EMPLOYEE WHEN FILLING A POSITION

As of February 1, 2006, the board and the union that have not agreed on a priority of employment list of a temporary employee when filling a regular position as prescribed in paragraphs G) and I) of clause 7-1.03 shall abide by the following conditions:

- 1) The board and the union shall agree on a list to that effect including reasons for deletion from the priority list and additional parameters no later than June 30, 2006.
- 2) The news reasons for deletion from the priority list and the additional parameters negotiated in accordance with the first article shall only apply within the context of using the priority list for the purpose of obtaining a regular position as prescribed in paragraphs G) and I) of clause 7-1.03.
- 3) Deleting an employee from the list of the present appendix, when used to obtain a regular position, following the introduction of reasons for deletion and additional parameters as prescribed in the first article of the present appendix shall provide the employee concerned with the right to use the grievance and arbitration procedure.
- 4) Failing this, the negotiating parties at the provincial level shall have to reach an agreement for the school boards that have not reached an agreement. Moreover, the parties negotiating at the provincial level agree to make a report no later than May 31, 2006 and to apply appropriate solutions, if any.

A1 APPENDIX 27 TRANSITIONAL PROVISIONS RELATED TO SENIORITY

The parties agree to the following transitional provisions:

- 1) To establish the official seniority list as of June 30, 2006, the board shall proceed in the following manner:

1st Step – Computing the Seniority of Day Care Service Employees**New calculation applicable to some day care service employees until June 30, 2005**

- a) The new seniority calculation concerns the employee who meets one or more of the following situations:
 - 1) the employee is a regular or probationary employee in a day care service on February 1, 2006 as a day care service educator or as a person in charge of a day care service;
 - 2) the employee holds a position as prescribed in article 10-3.00 of the 2000-2002 agreement and has completed his or her probationary period as of February 1, 2006 or he or she was on probation on this date as a day care service educator or as a person in charge of a day care service.
- b) The board shall establish a new calculation of seniority expressed in years, months and days of the employees concerned by paragraph a) and take into account any period worked until June 30, 2005 in the employ of the board or of the boards to which this board is the successor.

Seniority then shall be recognized as every period worked as a regular employee, as an employee referred to in clause 1-2.34 or in articles 10-1.00 and 10-2.00 or in article 10-3.00 of a previous collective agreement, retroactively to the first date of hiring, unless there was a work interruption for more than twenty-four (24) months, in which case the time worked before the interruption shall not be computed.

- c) Notwithstanding the foregoing, the board shall not have to establish the new calculation referred to in paragraph b) for any period worked in which:
 - 1) the duration of employment for day care service employees covered by article 10-3.00 or who had already been covered by this article, was calculated in hours worked since their first date of hiring;
or
 - 2) the seniority of day care service employees who have obtained a position since July 1, 2000 has been calculated as prescribed in clause 8-1.14;
or
 - 3) the duration of employment for day care service employees has already been transformed in seniority which is expressed in years, months and days since their first date of hiring.
- d) It is understood that a period worked in any class of employment included in the Classification Plan is recognized for the purposes of computing seniority.
- e) The board shall file the calculation results with the union for consultation purposes for a period of ten (10) working days.
- f) This new calculation shall have no retroactive effect.

2nd Step – Computing the Seniority of All Regular Employees

- a) The board shall then update all regular employees' seniority as of June 30, 2006 in the following manner:
 - 1) the employee already entered on the official list as of June 30, 2005 will be credited an additional year without any prorating.

and
 - 2) the day care service employee referred to in paragraph a) of the 1st step will be credited an additional year, without any prorating, to his or her seniority established as prescribed in the first step;

and
 - 3) the employee who has obtained a regular status after the official establishment of the seniority list on June 30, 2005 will have his or her seniority calculated as prescribed in clause 8-1.14 of the 2000-2002 agreement until June 30, 2005. An additional year, without any prorating, is added to the seniority calculated as of June 30, 2005
- b) The board shall send a copy of the seniority list to the union and post the list in its buildings for a period of ten (10) working days.

- 2) Any alleged error in the seniority list shall be submitted to the board within the posting delay of ten (10) working days. If applicable, the board and the union agree to meet within the next five (5) working days following the end of the posting period.

Any grievance contesting the seniority list shall be exceptionally submitted to the provincial negotiating parties. If applicable, they have to meet as soon as possible and adopt, if needed, any solution deemed appropriate.

The seniority shall become official at the end of the five (5)-day period prescribed in the first paragraph, subject to the changes resulting from a grievance submitted before this list becomes official.

Any revision requested after the list becomes official cannot have any retroactive effect prior to the filing of the grievance taken by virtue of this list.

- 3) Any movement of personnel resulting from the application of article 7-1.00 or 7-3.00, before the seniority list established on June 30, 2006 becomes official, shall be accomplished according to the official seniority list established as of June 30, 2005.
- 4) The application of this appendix cannot result in a reduction of the number of vacation days to which an employee is entitled.
- 5) The parties agree to make a report on the work related to the present appendix no later than May 31, 2006 and to apply, if any, any solution that will make it possible to complete the annual assignment in the sector providing direct services to students prior to the first day of school.
- 6) Articles 1 to 6 of the present appendix shall only apply to the seniority list established as of June 30, 2006. Thereafter, the board shall proceed as prescribed in article 8-1.00 unless specifically otherwise provided.

A1 APPENDIX 28 TRANSITORY PROVISIONS RELATED TO PARAGRAPH D) OF CLAUSE 2-1.01

1) For the employee whose regular workweek includes less than fifteen (15) hours

The employee whose regular workweek includes less than fifteen (15) hours and who, on February 1, 2006, was eligible for the provisions prescribed in articles 5-1.00, 5-2.00, 5-3.00 and 5-6.00 shall maintain these allowances until June 30, 2006 notwithstanding paragraph D) of clause 2-1.01.

However, if the employee was on disability leave on June 30, 2006 and he or she is still on leave, then paragraph D) of clause 2-1.01 shall apply only upon his or her return to work.

2) For the employee whose regular workweek includes less than fifteen (15) hours and who is in a working situation that requires a temporary layoff

The employee whose regular workweek includes less than fifteen (15) hours and who is in a working situation that requires a temporary layoff and who, on February 1, 2006, was eligible to the provisions prescribed in articles 5-1.00, 5-2.00, 5-3.00 and 5-6.00 shall maintain these allowances until his or her temporary layoff. Paragraph D) of clause 2-1.01 shall apply immediately upon his or her reintegration.

However, if the employee is on disability leave on the date of his or her temporary layoff and still on disability leave on the date of his or her return to work, he or she shall benefit, from the date of his or her reintegration and until his or her return to work, from salary insurance benefits as prescribed in clause 5-3.32. If applicable, paragraph D) of clause 2-1.01 shall apply only upon his or her return to work.

A1 APPENDIX 29 RETRAINING

For the purpose of applying paragraph E) of clause 7-3.32, the parties negotiating at the provincial level agree to set up a parity committee composed of two (2) members representing each party.

The mandate of this committee shall be as follows:

- to analyze the retraining project submitted by the board;
- to agree on the conditions of application and inform the board.

The members of the committee shall meet each time a project is submitted by a board. The committee shall establish its own rule of operation.