

**Agreement concluded**

**between**

**the Management Negotiating Committee for  
English-language School Boards (CPNCA)**

**and**

**the Centrale des syndicats du Québec on behalf of  
the professionals' unions represented by its bargaining agent,  
the Fédération des professionnelles et professionnels de l'éducation  
du Québec (CSQ)**

**2010-2015**

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**CHAPTER 1-0.00 GENERAL PROVISIONS**

**ARTICLE 1-1.00 DEFINITIONS**

**1-1.01 Principle**

Unless the context indicates otherwise, for the purpose of applying this agreement, the words, terms and expressions which are defined hereinafter have the meaning and the application respectively attributed to them.

**1-1.02 QESBA**

The Quebec English School Boards Association.

**1-1.03 Assignment**

Position to which a professional is appointed.

**1-1.04 Year of service**

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

**1-1.05 Year of experience**

A period of twelve (12) months of full-time employment or its equivalent in the service of an employer and recognized as such according to article 6-2.00.

**1-1.06 School year or work year**

The period included between July 1 of one year and June 30 of the following year.

**1-1.07 Provincial Relocation Bureau or Bureau**

The body composed of all the English-language boards, the QESBA and the Ministère the function of which, among others, is to relocate employees placed on availability.

**1-1.08 Centrale or CSQ**

The Centrale des syndicats du Québec.

**1-1.09 Placement**

Assignment of a step in a salary scale to a professional.

**1-1.10 Classification**

The employment group to which a professional belongs.

**1-1.11 Management Negotiating Committee for English-language School Boards or CPNCA**

The Management Negotiating Committee for English-language School Boards established by the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

**1-1.12 Board**

The school board bound by this agreement.

**1-1.13 Spouse**

Persons who:

- a) are married or joined in civil union and cohabiting;
- b) being of opposite sex or the same sex, are living together in a conjugal relationship and are the father and mother of the same child;
- c) are of opposite or the same sex and have been living together in a conjugal relationship for at least one (1) year.

The dissolution of the marriage by divorce or annulment or dissolution of the civil union according to law as well as any de facto separation for more than three (3) months in the case of persons living together in a conjugal relationship shall entail the loss of status as a spouse.

**1-1.14 Employment group**

One of the employment groups found in the Classification Plan.

**1-1.15 Step**

A division of the salary scale in which a professional is placed in accordance with Chapter 6-0.00.

**1-1.16 Fédération**

The Fédération des professionnelles et professionnels de l'éducation du Québec (CSQ).

**1-1.17 Duties**

All the tasks that the board entrusts to the professional within the scope of the characteristic duties of one or several employment groups.

**1-1.18 Grievance**

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

**1-1.19 Working days**

For the purposes of computing time limits, the days from Monday to Friday inclusively with the exception of the paid legal holidays proclaimed by the civil authority and the days mentioned in article 8-2.00.

**1-1.20 Ministère**

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

**1-1.21 Minister**

The Minister of Education, Recreation and Sports.

**1-1.22 Transfer**

Movement of a professional to an employment group which differs from the one to which he or she belonged.

**1-1.23 Classification Plan**

Document of the CPNCA entitled "Classification Plan for Professionals of English-language School Boards" (February 2011 edition) in effect on the date of the coming into force of this agreement.

**1-1.24 Position**

A position is made up of the following three (3) elements: the duties assigned to the professional, his or her place of work and the department to which he or she belongs.

**1-1.25 Vacant position**

A position not occupied by anyone and which has not been filled by the board.

**1-1.26 Professional**

A person carrying out duties in an employment group found in the Classification Plan.

**1-1.27 Reassignment**

A change in position within the same employment group.

**1-1.28 Education sector**

School boards and colleges within the meaning 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).

**1-1.29 Public and parapublic sectors**

School boards, colleges or institutions within the meaning 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) as well as government agencies subject to the Act and the civil service of Québec.

**1-1.30 Trainee**

A person who is serving an internship in order to obtain a university degree or a permit issued by a professional association and who is not engaged by the board as a professional.

**1-1.31 Union**

The association of employees certified under the Labour Code (R.S.Q., c. C-27) and bound by this agreement.

**1-1.32 Hourly rate**

Salary divided by 1 826.3.

**1-1.33 Salary**

Remuneration in legal currency to which a professional is entitled according to his or her step in the salary scale found in Chapter 6-0.00.

**1-1.34 Total salary**

Total remuneration in legal currency to be paid to the professional under this agreement.

**1-1.35 Bargaining unit**

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



**ARTICLE 1-2.00 INTERPRETATION AND NULLITY OF A CLAUSE****1-2.01**

The nullity of a clause of this agreement shall not entail the nullity of any other clause or of this entire agreement.

**1-2.02**

Each clause of this agreement shall be interpreted in relation to the other clauses of this agreement by attributing to each the meaning which arises from the contract as a whole.

**1-2.03**

All the clauses of this agreement which are marked "Protocol" are included in this agreement for the sole purpose of indicating to the board and to the union:

- a) the aims of the QESBA, the Ministère and the FPPE in negotiating and concluding agreements on the provisions of the collective agreements in the education sector;
- and
- b) the agreements concluded between the QESBA, the Ministère and the FPPE in specific cases.

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

**1-2.04**

For the purpose of this agreement, the use of a fax constitutes in all cases an acceptable mode for transmitting a written notice.

**1-2.05 "Protocol"**

The rules for a non-sexist style of writing apply to the French text only.

**ARTICLE 1-3.00 DISAGREEMENTS****1-3.01**

The CPNCA and the Centrale may meet from time to time to discuss any question dealing with working conditions of professionals of boards in order to find the appropriate solutions. Any solution accepted in writing by the CPNCA and the Centrale may have the effect of subtracting from, modifying or adding a provision to this agreement.

In this respect, the CPNCA or the Centrale may request that a meeting take place between them. The meeting must take place within fifteen (15) days of receiving the request at a time and place determined by the parties.

Any solution agreed upon within the framework of this article shall bind the board, the union, the CPNCA and the Centrale as long as it is in writing and it is duly signed by the CPNCA and the Centrale.

**1-3.02**

The board and the union recognize the right of the CPNCA and the Centrale to deal with any question concerning the interpretation and application of the provisions of this agreement.

**1-3.03**

If one of the provisions of this agreement is considered discriminatory by a final judgement of a higher court (Superior Court, Court of Appeal, Supreme Court), the CPNCA and the Centrale agree to meet within the framework of this article.

**1-3.04**

The provisions of this article must not be interpreted as constituting a dispute as defined in the Labour Code (R.S.Q., c. C-27).

**ARTICLE 1-4.00 LOCAL ARRANGEMENTS****1-4.01**

The board and the union must meet in order to negotiate and agree on local arrangements as long as one party has given the other a written notice of its intention to negotiate and agree on local arrangements within the time limit prescribed in subparagraph a) of clause 1-4.02.

**1-4.02**

In order to be valid, any agreement regarding local arrangements must meet the following requirements:

- a) it must be concluded within sixty (60) days of the notice mentioned in clause 1-4.01, unless the board and the union agree to extend the time limit and it shall be concluded for the duration of this agreement;
- b) it must be in writing;
- c) it must be signed by the authorized representatives of the board and the union;
- d) it must be filed under the provisions of section 72 of the Labour Code (R.S.Q., c. C-27);
- e) the date of the coming into force of such an agreement must be clearly and precisely specified therein.

**1-4.03**

No provision of this article may give rise to the right to strike or lockout.

**1-4.04**

Any local arrangement may be cancelled, modified or replaced only with the written consent of the board and the union; this consent must comply with the requirements of subparagraphs b), c), d) and e) of clause 1-4.02.

**1-4.05**

Any local arrangement concluded in the context of this article is an integral part of this agreement.

**1-4.06**

As long as the board and the union have not negotiated and agreed on arrangements in accordance with this article, all the clauses of this agreement apply.

**1-4.07**

A local arrangement has no effect insofar as it modifies the scope of a stipulation of this agreement which is not likely to be the subject of a local arrangement.

**ARTICLE 1-5.00      APPENDICES****1-5.01**

The appendices are an integral part of this agreement, unless indicated otherwise.

**ARTICLE 1-6.00      PRINTING AND TRANSLATION****1-6.01**

This agreement is available on the Websites of the Management Negotiating Committees in the education sector and the Fédération. The board and the union may also agree to make it accessible through a school board link.

**1-6.02**

The cost of printing the administrative copies of this agreement shall be assumed by the CPNCA.

The copies shall be forwarded to the FPPE in sufficient quantity to allow distribution to the unions it represents for the union delegates and assistant union delegates.

**1-6.03**

The French version constitutes the official text of this agreement. However, the Centrale and the CPNCA shall agree on an English version of this agreement for administrative purposes.

**1-6.04**

This agreement shall be translated into English at the expense of the CPNCA. The English version must be made available to English-speaking professionals and to the Centrale as quickly as possible.

**ARTICLE 1-7.00      DURATION OF THIS AGREEMENT****1-7.01**

This agreement comes into force on the date it is signed and shall have no retroactive effect, unless there are specific stipulations to the contrary.

**1-7.02**

This agreement expires on March 31, 2015 and upon its expiry, the provisions continue to apply until a new agreement is signed.

**1-7.03**

The coming into force of this agreement, unless specifically stipulated otherwise, must in no way permit the accumulation of the benefits prescribed therein with those of the agreement it replaces. However, the time limits prescribed in the former agreement applicable to disciplinary measures, dismissal procedures or grievance procedures begun before the coming into force of this agreement continue to apply to such disciplinary measures, dismissals or grievances.

**CHAPTER 2-0.00 JURISDICTION****ARTICLE 2-1.00 FIELD OF APPLICATION****2-1.01**

This agreement applies to all professionals, employees within the meaning of the Labour Code (R.S.Q., c. C-27), employed directly by the board and covered by the certification issued to the union, the foregoing subject to the following clauses.

**2-1.02**

This agreement does not apply to trainees.

**2-1.03**

This agreement applies to regular professionals. However, unless this agreement specifically stipulates otherwise, part-time regular professionals and full-time regular professionals whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00 shall be entitled to the following benefits in proportion to the regular hours prescribed in their schedule:

- a) salary;
- b) salary insurance plan;
- c) vacation.

**2-1.04**

A professional engaged for a period equal to or greater than six (6) months as a substitute professional or a supernumerary professional shall be covered by this agreement for the duration of his or her engagement, unless this agreement specifically stipulates otherwise, with the exception of the following subjects:

- a) leaves for union activities of long duration;
- b) priority and security of employment;
- c) public office;
- d) extension of maternity leave, paternity leave or adoption leave except the extension provided for in paragraph B) of clause 7-2.33.

However, unless this agreement specifically stipulates otherwise, substitute professionals or supernumerary professionals whose regular workweek includes fewer hours than those prescribed in article 9-1.00 shall be entitled to the following benefits in proportion to the number of regular hours prescribed in their schedule:

- a) salary;
- b) salary insurance plan;
- c) vacation.

**2-1.05**

The professional engaged for less than six (6) months as a substitute or a supernumerary professional shall only be entitled, for the duration of his or her engagement, to the application of those clauses where he or she is expressly designated as well as the clauses pertaining to the following subjects:

- a) nondiscrimination;

- b) salary in proportion to the hours worked;
- c) the duration of the workweek and overtime;
- d) payment of salary;
- e) union dues;
- f) parental rights according to the terms and conditions prescribed in article 7-2.00, if he or she is engaged for three (3) months or more;
- g) the regional disparities benefits according to the terms and conditions prescribed in Chapter 10-0.00;
- h) health and safety;
- i) travel expenses;
- j) civil responsibility;
- k) the procedure for settling grievances and arbitration as regards the rights recognized under this clause;
- l) equal opportunity;
- m) sexual harassment;
- n) regulations concerning absences;
- o) extent of responsibility;
- p) professional responsibility;
- q) recognition of experience upon engagement;
- r) recognition of schooling;
- s) practice of the profession.

The professional shall also be entitled to an increase of nine percent (9%) of the salary applicable to him or her to take into account all the fringe benefits, including insurance plans. The nine percent (9%) increase shall be distributed over each of the professional's salary payments. He or she shall also be entitled to an amount of eight percent (8%) of the salary received for vacation purposes upon the termination of his or her engagement.

The provisions of this agreement dealing with the application and interpretation of a professional's rights under this clause apply for those purposes.

## **ARTICLE 2-2.00      RECOGNITION**

### **2-2.01**

The board recognizes the union as the exclusive collective representative of the professionals governed by this agreement for the purpose of its application.

This recognition applies in particular to the conclusion of local arrangements.

### **2-2.02**

The board and the union recognize the CPNCA and the Centrale for the purposes of assuming, on their behalf, the responsibilities which certain clauses of this agreement entrust specifically to them.

**CHAPTER 3-0.00                    UNION PREROGATIVES****ARTICLE 3-1.00            UNION SYSTEM****3-1.01**

Every professional who is a member of the union must so remain for the duration of this agreement.

**3-1.02**

Every professional who is not a member of the union and later becomes one must so remain for the duration of this agreement.

**3-1.03**

Every professional engaged after the date of the coming into force of this agreement must sign the union membership application form provided by the union.

The board shall forward to the union the form signed by the professional within ten (10) days of the professional's entry into service.

If the union accepts his or her application, the professional must remain a member of the union for the duration of this agreement.

**3-1.04**

The fact that a professional is refused as a member of the union or that he or she is expelled or resigns from the union shall in no way affect his or her employment ties as a professional.

**ARTICLE 3-2.00            DEDUCTION OF UNION DUES****3-2.01**

The board shall deduct from the total salary of each professional covered by certification and governed by this agreement an amount equivalent to the regular union dues which the union sets for its members.

**3-2.02**

Upon written notice to this effect, the board shall also deduct special union dues.

**3-2.03**

Every notice of deduction for regular dues comes into force on the thirtieth (30<sup>th</sup>) day after it is received by the board or on the forty-fifth (45<sup>th</sup>) day after it is received by the board for special dues.

**3-2.04**

The union shall send a written notice to the board indicating:

- a) the amount or rate of the regular or special union dues;
- b) the date of the first deduction, subject to clause 3-2.03;
- c) the number of consecutive pays over which the dues will be distributed;
- d) the name and address of the collection agent.

**3-2.05**

Within fifteen (15) days of the collection, the board shall give the union or the collection agent a cheque for the amount deducted as union dues.

**3-2.06**

The cheque must include a stub containing the following information:

- a) the month in question or pay period concerned;
- b) the total amount levied;
- c) the number of contributors;
- d) the deduction rate applied;
- e) the list of contributing professionals, indicating for each:
  - i) the surname and given name;
  - ii) the internal identification number;
  - iii) the annual salary;
  - iv) the salary on which the deduction is based for the period concerned;
  - v) the amount deducted;
  - vi) the date of entry into service as a professional or the date of a professional's departure, if it is included in the period covered by this list.

**3-2.07**

If the union has appointed a collection agent, the board shall forward a copy of the accompanying stub to the union at the same time as to the collection agent.

**3-2.08**

The board shall forward to the union or to the union's collection agent, as the case may be, before August 31, a list covering the period of the preceding school year and, before January 31, a list covering the period of the preceding calendar year, which lists must contain the following information:

- a) the surname and given name of the contributor;
- b) his or her internal identification number;
- c) the employment status;
- d) the date of entry into service as a professional or the date of a professional's departure, if it is included in the period covered by this list;
- e) the salary earned during the period covered by this list;
- f) the dues deducted;
- g) the total amount for items e) and f) for the period covered by the list.

The board shall also forward a copy of the lists to the union delegate.

**3-2.09**

For each contributor, the board shall indicate on the T4 slips and on the relevé 1 (for income tax purposes) the total amount deducted as union dues.

**3-2.10**

When the board or the union requests the Commission des relations du travail to rule on whether a person considered as belonging to a bargaining unit must be excluded therefrom or on whether a person considered as not belonging to a bargaining unit must be included therein, the date on which the Commission des relations du travail renders a decision shall represent the end of the period during which dues may be collected for the person who has been excluded or the beginning of the period during which dues may be collected for the person who is included in the bargaining unit.

**3-2.11**

The union shall undertake to pay back directly to a professional who is excluded from the bargaining unit in accordance with clause 3-2.10 the extra dues deducted, where applicable, taking into account the proportion of his or her total salary for which dues may be collected.

**3-2.12**

The union shall assume the case of the board for any claim contesting a deduction made and remitted in accordance with this article and shall agree to pay the board any amount for which it may be liable under a final judgment.

**ARTICLE 3-3.00          UNION DELEGATE****3-3.01**

The union shall appoint a professional employed by the board as a union delegate to represent it at the board for purposes of applying this agreement.

His or her duties among others shall be:

- a) to assist a professional in the preparation, presentation, discussion and arbitration of his or her grievance;
- b) to ensure the respect of the professional's rights under this agreement;
- c) to investigate any alleged violation of this agreement and any situation that a professional indicates as being inequitable;
- d) to distribute throughout his or her board documentation issued by the union, the Fédération or the Centrale;
- e) to hold information and consultation sessions.

**3-3.02**

The union may appoint an assistant union delegate to perform the duties of the union delegate in his or her absence. This assistant union delegate must be a professional employed by the board.

The union may also appoint an assistant union delegate for each of the departments in which there are at least fifteen (15) professionals.

The union may not, however, appoint more than four (4) assistant union delegates as a result of the application of this clause.

For purposes of this clause, department designates one of the following four (4) sectors: administrative services, educational services, student services or adult education services.

**3-3.03**

The union shall inform the board in writing of the name of its delegate and his or her assistant or assistants within thirty (30) days of their appointment and shall inform the board of any change without delay.



The union shall designate among the assistant union delegates the one who will act in the absence of the union delegate.

### **3-3.04**

The union delegate or assistant union delegate shall perform his or her duties outside of his or her working hours.

However, after having notified his or her immediate superior within a reasonable time period, the union delegate or, in his or her absence, the assistant union delegate may be absent from work without loss of salary or reimbursement by the union to accompany a professional to present and discuss a grievance with the board's representative.

If it becomes necessary for the union delegate or, in his or her absence, the assistant union delegate to leave work in order to perform his or her duties, he or she may do so after having given prior written notification to his or her immediate superior. Barring circumstances beyond control or unless there is an agreement to the contrary, such written notification must be given twenty-four (24) hours in advance. Every absence shall be deducted from the bank of days for union activities provided for in clause 3-4.08 and shall be reimbursed according to the terms and conditions prescribed in clause 3-4.10.

### **3-3.05**

In his or her dealings with the board or its representatives, the union delegate or, in his or her absence, the assistant union delegate may be accompanied by a union representative. However, barring circumstances beyond control, the board must be informed at least twenty-four (24) hours prior to the meeting whether the union delegate or assistant union delegate will be accompanied.

If the person who accompanies the union delegate is a professional in the same board as the latter, his or her absence shall be deducted from the bank of days for union activities provided for in clause 3-4.08 and shall be reimbursed according to the terms and conditions prescribed in clause 3-4.10.

## **ARTICLE 3-4.00 LEAVES OF ABSENCE FOR UNION ACTIVITIES**

### **3-4.01**

A professional whose presence is required by the union at a meeting with the board to settle a grievance may, without loss of salary or reimbursement by the union, be absent from work in order to attend such a meeting.

In this respect, the board and the union shall agree in advance on the number of professionals who will be attending the meeting.

### **3-4.02**

Union representatives officially appointed to a joint committee provided for in this agreement may be absent from work without loss of salary or reimbursement by the union, the Fédération or the Centrale to attend this committee's meetings.

Each authorized union representative must inform his or her immediate superior, in advance, of the name of the committee in question and of the anticipated duration of the meeting.

### **3-4.03**

- a) When a hearing in the presence of an arbitrator appointed under the terms of this agreement is held during working hours, the professional who is a plaintiff or witness at the hearing shall obtain permission to be absent without loss of salary or reimbursement by the union for the period of time deemed necessary by the arbitrator.

- b) When a hearing of an administrative tribunal, other than an arbitration session, is held during working hours and the fact that the hearing arises from his or her status as an employee, the professional who serves as a witness at the hearing shall obtain permission to be absent without loss of salary or reimbursement by the union for the period of time deemed necessary by the tribunal.
- c) Every professional who is not released from his or her duties and whose presence is required to act as an advisor during an arbitration session before an arbitrator shall obtain from the authority designated by the board permission to be absent without loss of salary or reimbursement by the union, the Fédération or the Centrale.

#### **3-4.04**

Before May 1, the union, the Fédération or the Centrale shall inform, in writing, the board of the surname and given name of the professional who intends to assume union duties.

The union, the Fédération or the Centrale shall obtain a full-time leave of absence for a complete school year for a regular professional to whom it intends to assign union duties.

The request for the full-time leave must be submitted to the board before June 1. It shall be renewed annually in the same manner.

The union, the Fédération or the Centrale may agree with the board on any other type of leave for a professional. However, any request for leave made after June 1 shall be subject to the board's ability to find an adequate replacement.

#### **3-4.05**

The professional who obtains a leave for union activities shall continue to receive his or her salary from the board and the benefits to which he or she is entitled under this agreement.

#### **3-4.06**

The union, the Fédération or the Centrale shall reimburse the board for the salary, the special allowances and employer contributions paid by the board for the professional according to the terms and conditions determined at the time of the request for a leave.

#### **3-4.07**

Upon his or her return, the professional shall be reinstated in his or her employment group. He or she shall resume the same position or another position to which he or she is reassigned by the board.

#### **3-4.08**

The union delegate or a professional appointed by the union, the Fédération or the Centrale as a union representative may be absent from work in order to carry out a union mandate.

These absences must be authorized in writing by the union, the Fédération or the Centrale and cannot exceed twenty-five (25) working days per school year for all the professionals of a bargaining unit.

Once the number of days is reached, a professional must obtain the board's permission to be absent from work to carry out a union mandate under this clause.

#### **3-4.09**

A professional who is elected member of the union executive may be absent from work to carry out his or her duties.

The union shall inform the board in writing of the name of the member of the union executive within thirty (30) days of the appointment and shall inform the board without delay of any change.

**3-4.10**

During an absence provided for in clauses 3-4.08 and 3-4.09, the board shall continue to pay the professional his or her salary. The union shall reimburse fifty percent (50%) of the salary for the first twenty-five (25) days of absence for all the absences provided for in clauses 3-4.08 and 3-4.09 per school year. Once the twenty-five (25)-day limit is exhausted, the union shall reimburse the board one hundred percent (100%) of the salary.

**3-4.11**

The union shall obtain the leave of absence of a professional per bargaining unit who is an official delegate of his or her union to attend the convention of the FPPE or the CSQ held in the same school year every three (3) years.

The leave of absence shall be without loss of salary for the professional on leave and without reimbursement by the union, subject of the last paragraph of this clause.

The maximum number of days of leave authorized under the first paragraph of this clause cannot exceed four (4) working days for both conventions.

In a board where a professional is already on leave for union activities when either one of the conventions is held, the union must obtain the permission of the board for the leave, even if the request for the leave is made forty-eight (48) hours prior to the absence. This paragraph only applies to boards where there are fewer than thirty (30) professionals.

During an absence provided for in this clause, the board shall continue to pay the professional his or her salary. When the board replaces the absent professional under this clause, the union shall reimburse the board one hundred percent (100%) of the salary paid to the professional.

**3-4.12**

Every absence provided for in clauses 3-4.08 to 3-4.11 shall be preceded by a written request. The board shall approve every request for absence if it is preceded by a forty-eight (48)-hour notice. If not, the absence must be authorized by the board.

**3-4.13**

The professional on leave under clauses 3-4.01 to 3-4.03 of this article shall maintain his or her title of professional as well as all the rights and privileges he or she would have if he or she were actually at work.

**ARTICLE 3-5.00      USE OF BOARD PREMISES****3-5.01**

At the request of the union delegate, the board shall provide free of charge to the union, in one of its buildings, a suitable and available room for the holding of a union meeting.

For this purpose, the board must be notified in advance. The notice must be of at least forty-eight (48) hours in the case of a general meeting of all the members of the bargaining unit or the union.

**3-5.02**

The union must take the necessary measures to ensure that the room thus used is left neat and clean.

**3-5.03**

Following an agreement between the board and the union, the board shall provide free of charge, in one of its buildings, a suitable and available room for the union secretariat.

**ARTICLE 3-6.00      COMMUNICATION AND POSTING****3-6.01**

The union may post on the bulletin boards installed by the board, in appropriate places in the buildings that it occupies, any document of a professional or union nature bearing the name of the union, the Fédération or the Centrale. A copy of the document must be given to the competent authority of the board.

**3-6.02**

If the board must post documents under this agreement, it shall post them in all the institutions where there is a professional in its employ.

**3-6.03**

The board recognizes the union's right to ensure the distribution of documents and notices of the same nature to each professional even on the working premises but outside of the time during which he or she is working.

**3-6.04**

The union may distribute any document of a professional or union nature to the professionals by placing it in their offices or in their mail boxes.

**3-6.05**

Following an agreement between the board and the union concerning the terms and conditions of use, the union may use, without charge, the internal mail service already established by the board within its territory.

To this end, the union shall comply with the deadlines and procedures of such a service.

The union shall release the board from any civil responsibility for any problem it might encounter in using the internal mail service of the board, except the responsibility arising from a serious error or gross negligence.

**ARTICLE 3-7.00      DOCUMENTATION****3-7.01**

Before October 31 of each year, the board shall forward to the union two (2) copies of the list of professionals indicating for each professional:

- a) his or her name at birth and first name;
- b) date of birth;
- c) sex;
- d) address;
- e) the internal identification number;
- f) telephone number;
- g) date of entry into service at the board;
- h) placement;
- i) salary;
- j) status of engagement;

- k) employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- l) number of sick-leave days to his or her credit on the preceding June 30;
- m) identification of pension plan.

**3-7.02**

Every month, the board shall inform the union in writing of the changes made to the list in clause 3-7.01.

**3-7.03**

The board shall forward to the union and the union delegate a copy of every document pertaining to this agreement and any directive or document of a general nature that it forwards to professionals.

The board shall also forward to the union delegate a copy of the agenda and minutes of the meeting of the council of commissioners or of the executive committee.

**3-7.04**

At the request of the union delegate to this effect, the board shall send him or her a copy of the budgetary forecasts and the statement of annual expenses and revenues approved as public documents by the board.

**3-7.05**

The union shall be entitled to all the rights of a taxpayer as regards the consultation of the minute book of the board.

**CHAPTER 4-0.00                      CONSULTATION****ARTICLE 4-1.00                      LABOUR RELATIONS COMMITTEE****4-1.01**

Within thirty (30) working days of the request of the board or the union, the parties shall establish an advisory Labour Relations Committee for the duration of this agreement.

**4-1.02**

The Labour Relations Committee shall be composed of a maximum of three (3)<sup>1</sup> professionals chosen by and from among the members of the union in the employ of the board and of a maximum of three (3)<sup>1</sup> board representatives.

**4-1.03**

Within ten (10) days of the request of one of the parties, the Labour Relations Committee shall meet to discuss any matter concerning labour relations or a policy having a bearing on professional activities. The board shall provide the union with the information relevant to the consultation when a meeting of the Labour Relations Committee is called for this purpose.

**4-1.04**

A report must be drafted after each meeting and sent to the appropriate decision-making body.

**4-1.05**

At a subsequent meeting of the Labour Relations Committee, the union representatives may require from the board representatives explanations about a decision of the board on a matter previously discussed by the Labour Relations Committee.

**4-1.06**

Each party to the Labour Relations Committee shall make its position known, regardless of the number of its representatives on the committee.

**4-1.07**

The professional whose case is on the agenda of the Labour Relations Committee is so notified by the party which enters his or her case on the agenda. The professional may, at his or her request, attend the portion of the meeting of the Labour Relations Committee during which his or her case is discussed.

**4-1.08**

The meetings of the Labour Relations Committee may be held during working hours.

**4-1.09**

This article shall not prevent the union or the professional from availing themselves of the grievance procedure when this agreement grants this right.

**4-1.10**

Subject to the provisions of this article, the Labour Relations Committee shall be responsible for its internal management.

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<sup>1</sup> Read "four (4)" for the English Montreal School Board.

**4-1.11**

At any meeting of the Labour Relations Committee, each party may call upon a resource person whose presence is necessary to discuss a subject on the agenda, provided that it advise the other party of the name of the resource person at least two (2) working days in advance. If the person is a professional of the board called upon by the union and must be absent from work, his or her absence shall be deducted from the bank of leaves for union activities provided for in clause 3-4.08 and shall be reimbursed according to the terms and conditions prescribed in clause 3-4.10.

**ARTICLE 4-2.00      PROFESSIONAL CONSULTATION****4-2.01**

The board shall consult the professionals concerned on matters of an educational nature agreed to in writing by the Labour Relations Committee.

**4-2.02**

During the month of September of each year, members of the professional staff of each school shall elect their representative to the governing board.

If there is only one professional in a school, he or she shall be the designated representative to the governing board.

The election of a representative to the governing board shall be held outside regular working hours. Election procedures concerning the convocation, quorum, method of voting, required majority and overseeing of the election shall be conveyed by the union to the board within thirty (30) days of the signing of this agreement.

**ARTICLE 4-3.00      REPRESENTATIVES ON THE BOARD-LEVEL PARITY COMMITTEE AND ON THE SCHOOL-LEVEL COMMITTEE DEALING WITH AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES****4-3.01**

The union shall designate, according to the terms and conditions it determines, its representative on the board-level parity committee when the union is invited to attend. The professional shall be chosen from among the professionals employed by the board.

**4-3.02**

The union shall designate, according to the terms and conditions it determines, its representative on the school-level committee when professional staff is invited to attend. The professional shall be chosen from among the professionals of that school working regularly with at-risk students and students with handicaps, social maladjustments or learning disabilities. If only one professional works in a school or centre, he or she shall be the designated representative on the school-level committee.

**CHAPTER 5-0.00 EMPLOYMENT SYSTEM****ARTICLE 5-1.00 STATUS UPON ENGAGEMENT****5-1.01**

A professional may be engaged with the status of a regular, substitute or supernumerary employee.

**5-1.02**

A regular professional is engaged as such and is not a substitute or a supernumerary professional.

**5-1.03**

A substitute professional is engaged to replace an absent professional or a professional on an authorized leave under the terms of this agreement.

**5-1.04**

A supernumerary professional is engaged to provide assistance because of a temporary increase in workload or for a special project of a temporary nature.

The period of engagement of a supernumerary professional engaged because of a temporary increase in workload cannot exceed six (6) months, unless there is an agreement between the board and the union to extend this period.

The period of engagement of a supernumerary professional engaged for a special project of a temporary nature cannot exceed twelve (12) months. If the board decides to renew the same special project of a temporary nature for a second or third additional period not exceeding twelve (12) months each, the supernumerary professional who held the position before it was renewed shall benefit from a priority of engagement for the position as a supernumerary professional. If the board decides to renew the same special project of a temporary nature for an additional period within a fourth consecutive school year, the supernumerary professional who held the position before it was renewed shall benefit from a priority of engagement for the position as a regular professional, unless there is an agreement to the contrary between the board and union.

**5-1.05**

A professional is either on a full-time or part-time basis.

**5-1.06**

A full-time professional is a substitute professional or a supernumerary professional whose regular workweek is thirty-five (35) hours and a regular professional whose regular workweek includes seventy-five percent (75%) or more of the thirty-five (35) hours.

**5-1.07**

A part-time professional is a professional whose regular workweek includes fewer hours than the hours prescribed for the full-time professional of the same status.

**ARTICLE 5-2.00 ENGAGEMENT****5-2.01**

The engagement of a regular professional shall be for a complete school year or to finish a school year, subject to the other provisions of this agreement.

Once the engagement terminates, it shall be renewed for the following school year, subject to the other provisions of this agreement.



**5-2.02**

The probation period of a full-time regular professional shall be six (6) months and that of a part-time regular professional shall be nine (9) months beginning on the date of his or her entry into service with the board as a regular professional. However, a professional shall undergo one probation period only.

When a part-time regular professional obtains a full-time regular position before having completed the nine (9)-month probation period, the probation period as a full-time regular professional shall be reduced by half, if the period during which he or she worked as a part-time regular professional in the same employment group corresponds to at least fifty percent (50%) of the probation period as a full-time regular professional. However, such a period cannot exceed nine (9) months.

During the probation period, the board may decide to terminate the employment of a professional upon written notice sent no later than fourteen (14) days before the expiry of the probation period. The notice must contain the reason or reasons underlying the decision to terminate the employment.

No grievance may be lodged against the board with respect to this clause, except for the procedure prescribed in this clause.

Any absence of the professional shall interrupt the probation period and shall prolong it for a period equal to the duration of the absence.

**5-2.03**

Notwithstanding the provisions of clause 5-2.02, the professional engaged under the security of employment procedures shall not be subject to the probation period.

**5-2.04**

The engagement of a substitute professional or a supernumerary professional shall be for a specific period.

**5-2.05**

The engagement of every professional hired after the date of the coming into force of this agreement shall be made by written contract, before the entry into service, on the form provided below. A copy of this contract in full shall be forwarded to the union and to the professional within five (5) days after it is signed.

**CONTRACT OF ENGAGEMENT**

The \_\_\_\_\_ with its  
(name of school board)

head office at \_\_\_\_\_ engages the services of:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

1. Status of professional:

- a) regular
- supernumerary
- substitute  person replaced: \_\_\_\_\_
- b) full-time
- part-time

2. For the regular professional, indicate the number of hours of the workweek: \_\_\_\_\_

3. For a substitute or supernumerary professional, indicate the duration of the contract: \_\_\_\_\_  
\_\_\_\_\_

4. Date of entry into service with the board: \_\_\_\_\_

5. Date of entry into service with the board as a professional: \_\_\_\_\_

6. Classification, placement and salary upon engagement:

Employment group: \_\_\_\_\_

Step: \_\_\_\_\_ Annual salary: \_\_\_\_\_

7. Group contract:

The professional acknowledges having received a copy of the collective agreement in effect and having read it. The contracting parties declare that the provisions of this contract are subject to the provisions of the collective agreement.

8. Special provisions:

\_\_\_\_\_  
\_\_\_\_\_

SIGNED AT \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
For the board

\_\_\_\_\_  
Professional

c.c.: Union

**5-2.06**

A professional must upon his or her engagement be informed in writing of the following:

- a) the date of his or her engagement;
- b) the date of his or her entry into service;
- c) his or her status of engagement;
- d) his or her salary;
- e) the employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- f) his or her department;
- g) the nonexhaustive list of his or her duties;
- h) his or her place of work;
- i) the name of his or her immediate superior;
- j) his or her placement;
- k) an indication of whether he or she performs his or her duties during the day, evening or day and evening.

Subsequently, the board shall inform the professional of every change which occurs in the subjects listed above.

The board shall inform a substitute professional or a supernumerary professional in writing of the approximate number of hours, days, weeks or months included in the term of his or her engagement.

**5-2.07**

A professional must, upon his or her engagement, produce an attestation of his or her qualifications and experience. At the written request of the board, he or she may be required to produce one or more other relevant attestations. Failure to produce such attestations within thirty (30) days of the date of engagement may constitute cause for the cancellation of his or her engagement, unless he or she is unable to do so due to circumstances beyond his or her control.

The professional shall be obliged to declare to the board any severance pay which he or she has received under an employment security plan applicable in the education sector.

The board may cancel the engagement at any time in the case of fraud. The burden of proof lies with the board.

**5-2.08**

The board shall provide a copy of this agreement to the professional to whom it offers a position at the time of engagement.

**ARTICLE 5-3.00      REGULAR PROFESSIONAL POSITION TO BE FILLED****Section I -      Regular position****5-3.01**

Nothing in this article shall have the effect of preventing the board from first proceeding with transfers and reassignments in accordance with article 5-4.00.

**5-3.02<sup>1</sup>**

When the board decides to fill a vacant regular professional position or a new full-time or part-time regular professional position of twenty-one (21) hours or more, it shall proceed as follows:

- a) for a full-time regular professional position, it shall assign a professional on availability to the position;  
  
failing to fill the position according to the preceding subparagraph a), the board shall post the position and shall then proceed in the following manner:
- b) for a full-time regular professional position, it shall offer the position to the professional who benefits from a right to return under clause 5-6.16;
- c) for a full-time regular professional position, it may assign a person already in its employ who has acquired tenure;
- d) it shall offer the position to a part-time regular professional who is employed by the board or nonreengaged because of surplus of personnel during the two (2) years preceding the date of the position opening and who accumulated in this capacity since the last date he or she entered the service of the board the equivalent of one hundred and four (104) complete weeks of continuous service, including the number of hours prescribed in article 9-1.00.

The professional who obtains a full-time position under subparagraph d) becomes a tenured professional within the meaning of the first subparagraph of paragraph a) of clause 5-6.02;

- e) for a full-time regular professional position, it shall proceed through the Bureau and shall offer the position to a professional on availability from another school board referred by the Bureau;
- f) for a full-time regular professional position, it shall offer the position to another professional on availability from another school board or teaching institution in the education sector;
- g) for a full-time regular professional position, it shall carry out a recall from among its nonreengaged and unemployed professionals who are still benefiting from clause 5-6.06. As of a professional's engagement under this clause, the continuous service that he or she accumulated as a full-time regular professional at the board before his or her last nonreengagement for reasons of surplus shall be recognized;
- h) it shall offer the position to a professional who has accumulated, during the past thirty-six (36) months, the equivalent of eighteen (18) months of service with the board in a supernumerary or substitute professional position.

In all these cases, the professional must meet the requirements of the position to be filled determined by the board.

**5-3.03**

The posting carried out by the board within the framework of clause 5-3.02 must contain, among other things, a summary description of the position, the status of engagement, the necessary qualifications and the requirements of the position.

**Section II - Substitute or supernumerary professional position****5-3.04**

When the board decides to fill a position by engaging a substitute or supernumerary professional, within the meaning of clauses 5-1.03 and 5-1.04 respectively, this article shall apply.

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<sup>1</sup> Clause 5-3.02 of the 2005-2010 Provisions (P2) applies to the postings on the date of the coming into force of the agreement.

**5-3.05**

Unless there is an agreement to the contrary between the board and the union, a priority of employment list shall be compiled for the purposes of granting substitute or supernumerary professional positions according to the cumulative duration of employment since July 1, 1989 calculated in years, months and days. The list in effect on June 30, 2011 shall be updated on July 1 of every year and a copy thereof shall be forwarded to the union before August 15.

If the professional does not work a regular workweek within the meaning of clause 9-1.02, the cumulative duration shall be calculated in proportion to the regular workweek.

**5-3.06**

Eligibility criteria for the priority of employment list are:

- a) must have worked as a substitute or supernumerary professional for at least six (6) months within the twelve (12) preceding months;
- b) must not have received a negative evaluation;
- c) must not hold a regular professional position;
- d) must be chosen by the board to appear on the list.

**5-3.07**

When the board must fill a position within the framework of a project, an increase in workload or a replacement for a predetermined duration of at least six (6) months within the same school year, it shall offer the position to the professional who has the most service as determined in clause 5-3.05 and who meets the requirements of the position to be filled as determined by the board.

**5-3.08**

If the same project, increase in workload or replacement reoccurs the following school year, the position shall be offered to the same professional who held the position during the preceding school year.

**5-3.09**

The name of a professional may be removed from the priority of employment list for one of the following reasons:

- a) refusing an offer of employment except for:
  - i) a maternity leave, an adoption leave or a paternity leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);
  - ii) a disability within the meaning of clause 7-1.03 or an employment injury within the meaning of clause 7-1.49 which occurred at the board;
  - iii) a full-time position within the Centrale, the Fédération or the union;
  - iv) a reason deemed valid by the board and the union;
- b) acquiring a regular position;
- c) not having worked for a period of twenty-four (24) months.

**5-3.10**

The board and the union may, within the framework of a local arrangement, agree to modify or replace clauses 5-3.05, 5-3.06, 5-3.07 and 5-3.09.

**5-3.11**

Should problems arise concerning the application of the priority of employment list, the CPNCA and the Centrale agree to meet to study the situation and, where applicable, propose solutions.

**ARTICLE 5-4.00 ASSIGNMENT, REASSIGNMENT AND TRANSFER****5-4.01**

The professional shall retain the assignment held on the date of the coming into force of this agreement, subject to the provisions of this article.

**5-4.02**

The board shall decide on assignment and reassignment. To this end, it shall take into account, among other things, the needs of the school system, the school organization, the type of students, the characteristics of the positions to be filled, the qualifications and competence of the professionals, the preferences of the professionals in its employ and, if necessary, seniority.

When the board decides that it is necessary to have specific requirements or new specific requirements or to modify the specific requirements, these requirements must be determined beforehand after consultation with the union and must be directly related to the needs to be filled either because of the students concerned or because of the very nature of the position.

Every reassignment shall be preceded by a consultation with the professional as well as a five (5)-day written notice.

**5-4.03**

At the beginning of each school year, the board shall consult the professionals in each department on the objectives of the department. The board shall inform each professional of the objectives which it has determined for the department.

**5-4.04**

A professional may request a reassignment or transfer for good cause. The board shall give its response in writing.

Nevertheless, this clause shall not give rise to the application of clause 5-4.07 nor to any grievance or arbitration.

**5-4.05**

A professional may refuse his or her reassignment if he or she does not have the minimum qualifications required in the Classification Plan for the sector of activities concerned.

**5-4.06**

Nothing in the preceding clauses shall authorize a professional not to comply with the board's decision.

**5-4.07**

The professional concerned who, following a reassignment, feels that the board has abused its authority, particularly with respect to the criteria mentioned in the first paragraph of clause 5-4.02 may, in this case, submit a grievance in accordance with Chapter 11-0.00.

**5-4.08**

The board may change a professional from one employment group to another after having consulted him or her. The professional concerned shall be advised in writing at least thirty (30) days in advance. This notice shall indicate his or her placement and his or her salary in the new employment group.

**5-4.09**

A professional may refuse a transfer in one of the following cases:

- a) if he or she does not have the minimum qualifications required in the Classification Plan for the new employment group to which he or she is transferred;
- b) if the maximum of the salary scale of the employment group to which he or she is transferred is less than the salary scale of his or her current employment group;
- c) if his or her salary as of July 1 which follows the transfer would be less than the salary he or she would receive on July 1 if he or she were not transferred.

**5-4.10**

The transferred professional shall be remunerated in accordance with the pertinent provisions of article 6-4.00.

**5-4.11**

If the board intends to reorganize a sector of activities, it must consult the professionals likely to be affected by this measure and inform them of the proposed reorganization.

This consultation includes the content of new positions as well as the reassignments and transfers involved.

**5-4.12**

A professional reassigned or transferred under this article shall be entitled to the moving expenses paid by the board under clause 5-6.25, under the conditions stipulated therein, if such reassignment or transfer requires his or her moving according to this same clause.

If the reassignment or transfer involves a distance of more than fifty (50) kilometres by the shortest passable public road from the place where he or she worked and of more than fifty (50) kilometres by the shortest passable public road from his or her domicile, the board must obtain the consent of the professional concerned.

The professional who is entitled to moving expenses under this clause shall receive from his or her board:

- a) a maximum of three (3) working days without loss of salary for the sale of his or her residence which constitutes his or her domicile;
- b) a maximum of three (3) working days without loss of salary to look for lodging. This three (3)-day maximum does not include the duration of the return trip;
- c) a maximum of three (3) working days without loss of salary to cover moving and settling in. The leave provided for in subparagraph h) of clause 7-3.02 shall be included in the leave provided for in this clause.

**5-4.13**

The board cannot grant a loan of services of a professional to another employer without first having obtained the consent of the professional concerned.

**ARTICLE 5-5.00      TECHNOLOGICAL CHANGES****5-5.01**

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 modifies the duties entrusted to a professional or causes a reduction in the number of professionals.

**5-5.02**

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.

**5-5.03**

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

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

**5-5.04**

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 professionals 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.

**5-5.05**

The board and union shall agree to meet within forty-five (45) days of the sending of the notice mentioned in clause 5-5.02; on this occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work.

**5-5.06**

The professional whose duties are modified as a result of the implementation of a technological change shall receive, if necessary, the appropriate training, taking into account his or her capabilities. The costs of the training shall be borne by the board and shall usually be provided during working hours.

**5-5.07**

The parties may, by a local arrangement, agree on other terms and conditions concerning the implementation of a technological change.

**5-5.08**

The provisions of this article shall not have the effect of preventing the application of other provisions of this agreement, particularly those in articles 5-3.00 and 5-6.00.



**ARTICLE 5-6.00 PRIORITY AND SECURITY OF EMPLOYMENT****Section 1 General provisions****5-6.01**

- a) The professional on a leave with or without salary shall be considered as belonging to the employment group and the sector of activities, where applicable, in which he or she was classified at the beginning of his or her leave.
- b) When the board offers the professional a position, it must send him or her a notice by registered letter, certified mail, delivered by hand or by fax.
- c) The board shall forward to the union by June 30 the list of professionals nonreengaged or placed on availability.

**Section 2 Tenure****5-6.02**

- a) The tenured professional is a full-time regular professional who has completed at least two (2) full years of continuous service with the board as a full-time regular professional or as a full-time regular employee in another position at the board since the date on which he or she last entered the service of the board.

However, for the full-time regular professional whose regular workweek includes a number of hours equal to or greater than seventy-five percent (75%) but less than one hundred percent (100%) of the regular workweek, continuous service with the board as a regular professional in a position of which the regular workweek includes a number of hours equal to or greater than seventy-five percent (75%) of the regular workweek shall be calculated for the purpose of acquiring tenure.

- b) Leaves for union activities, parental leaves, disability leaves covered by the salary insurance plan, disability leaves due to a work accident or an occupational disease, leaves for educational purposes as well as any other leave for which this agreement provides for the payment of salary shall constitute service for the purpose of acquiring tenure.
- c) The nonreengagement because of surplus followed by a reengagement by the same board during the following school year shall proportionally delay the acquisition of tenure during the period of interruption of his or her service.
- d) Insofar as there is no break in his or her employment ties, the acquisition of tenure for a professional shall be delayed proportionally in the case of an interruption of his or her service for reasons other than those mentioned in paragraph b) of this clause.

**Section 3 Reduction of personnel****5-6.03**

The board which intends to reduce its regular professional personnel shall consult the Labour Relations Committee no later than May 15 preceding such reduction of personnel.

**5-6.04**

The board may reduce the number of regular professionals in its employ due to a decrease in students, a substantial change in the services to be rendered or the termination of a special project according to the priorities established by the board.

**5-6.05**

When the board must proceed with a reduction of its regular professional personnel within an employment group, it shall proceed in the following manner and in the order indicated, within this employment group or, where applicable, within a sector of activities of this employment group:

- a) by terminating the employment of part-time regular professionals according to the inverse order of seniority;
- b) by nonreengaging full-time regular professionals who have not acquired their tenure according to the inverse order of seniority;
- c) by placing on availability full-time regular professionals who have acquired their tenure according to the inverse order of seniority.

However, should a position involve specific requirements established within the framework of clause 5-4.02, these requirements shall be taken into account before seniority.

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

**Section 4 Rights and obligations of the professional within the framework of priority of employment****5-6.06**

The nontenured professional who has one (1) year but less than two (2) years of continuous service as a full-time regular professional with the board and who is nonreengaged within the framework of this article shall benefit from the following:

- a) he or she must be informed in writing of his or her nonreengagement because of surplus by certified mail, registered letter, delivered by hand or by fax before June 1;
- b) the board must forward the professional's name to the Bureau without delay as well as the pertinent information which concerns him or her;
- c) his or her name shall remain entered on the list of the Bureau for a period not exceeding two (2) years from the end of his or her engagement and, during this period, he or she shall benefit from priority of employment;
- d) if he or she is offered a full-time position by a board, he or she must accept it within ten (10) days of such written offer. The fact that the board attempts without success on two (2) separate occasions to contact the professional by registered letter, certified mail or by fax to offer him or her a position shall constitute failure to accept;
- e) as of the date of refusal or failure to accept within the time allotted the position offered or failure to appear for an interview to which the board convenes him or her by certified mail, registered letter or fax, the name of the professional shall be removed from the list of the Bureau. Such removal shall entail the cancellation of all the rights he or she could have under this agreement.

**Section 5 Rights and obligations of the professional within the framework of security of employment****5-6.07**

The placement on availability of a tenured professional shall be carried out in the following manner:

- a) he or she shall be informed in writing by certified mail, registered letter or fax before the preceding June 1 that he or she shall be placed on availability beginning on July 1 of a school year;

- b) the board must forward to the Bureau, without delay, his or her name as well as pertinent information concerning him or her.

#### **5-6.08**

As of the beginning of his or her placement on availability, the professional on availability who is offered a full-time position must accept it within ten (10) days after he or she receives the written offer<sup>1</sup>. However, this obligation shall exist only in the case where the position offered is located within a fifty (50)-kilometre radius from his or her principal place of work at the time of his or her placement on availability or within a fifty (50)-kilometre radius from his or her domicile.

For the purpose of this article, the fifty (50)-kilometre radius shall be calculated by the shortest passable public road.

#### **5-6.09**

The professional on availability who is offered a full-time position outside of the radiuses mentioned in clause 5-6.08 may accept it. He or she must accept the position in writing within ten (10) days of receiving the written offer.

#### **5-6.10**

If the full-time position offered to the professional includes at least the same number of hours as the position he or she held at the time of his or her placement on availability, he or she must accept it. In this case, his or her salary shall be adjusted in relation to the new number of hours of his or her regular workweek.

If the full-time position offered to the professional has fewer hours than the position he or she held at the time of his or her placement on availability, he or she must accept it. In this case, his or her salary as well as the evolution of the salary shall be adjusted as if the professional's new position included the same number of hours as the position he or she held before he or she was placed on availability.

The board or the teaching institution in the education sector which engages such a professional may use him or her for duties compatible with his or her qualifications and experience for the difference in the number of hours between his or her new position and the position held before he or she was placed on availability.

#### **5-6.11**

Refusal or failure to accept the offer of engagement provided for in clause 5-6.08 within the time allotted constitutes the resignation of the professional on availability and shall cause him or her to lose all the rights and privileges accorded to him or her by this agreement and shall automatically entail the removal of the professional's name from the list of the Bureau. Moreover, in these cases, he or she shall not be entitled to any severance pay.

#### **5-6.12**

Except for the period from July 1 to August 15, the fact that a board or a teaching institution in the education sector attempts without success on two (2) occasions to contact the professional by certified mail, registered letter or fax to offer him or her a position shall constitute failure to accept.

#### **5-6.13**

Except for the period between July 1 and August 15, the professional on availability must appear for an interview with a board or a teaching institution in the education sector when the Bureau so requests in writing by certified mail, registered letter or fax. In this case, he or she may be reimbursed for his or her travel and accommodation expenses, if need be, according to the norms in force at his or her board. To this end, he or she shall obtain permission from his or her board to be absent without loss of salary.

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<sup>1</sup> If the written offer is received between July 1 and August 15, the professional must accept it before the following August 25.

**5-6.14**

Except for the period between July 1 and August 15, every professional on availability must provide upon request any information relevant to his or her security of employment not found in his or her file.

**5-6.15**

If the professional accepts a full-time position offered within the framework of this section, he or she shall then be considered as having resigned from the board where he or she is on availability as of his or her engagement in another school board or teaching institution in the education sector. Moreover, in this case, he or she shall not be entitled to any severance pay.

**5-6.16**

The professional on availability who was relocated to another school board or teaching institution in the education sector, in accordance with clause 5-6.08, shall be entitled to return to his or her board of origin to a vacant position in the employment group in which he or she held a position at the time of his or her placement on availability if he or she meets the requirements of the position to be filled until September 1 following the date of the beginning of his or her placement on availability.

**5-6.17**

The school board or teaching institution in the education sector which engages a professional on availability within the framework of this section shall recognize for him or her:

- a) the seniority which was recognized at the board where he or she was on availability;
- b) the days accumulated in his or her bank of nonredeemable sick-leave days;
- c) his or her tenure;
- d) his or her years of continuous service for the purpose of calculating the vacation period;
- e) his or her step, if he or she remains within the same employment group;
- f) the date on which he or she would have been entitled to an advancement in step.

**5-6.18**

The professional on availability who was relocated to another school board or teaching institution in the education sector, in accordance with clause 5-6.08, shall be assigned to a position in the employment group in which he or she was classified if he or she meets the requirements of the position to be filled or in another employment group for which he or she has the minimum qualifications required as mentioned in the Classification Plan.

**5-6.19**

Failure on the part of the professional on availability to comply with one of the obligations created under this article constitutes the professional's resignation and shall entail the cancellation of all the rights that this agreement could grant him or her, including his or her tenure and any right to severance pay.

**5-6.20 Use of the professional on availability**

As long as the professional on availability is not assigned to a full-time position in his or her board or is not relocated to another school board or teaching institution in the education sector, he or she shall be required to carry out the duties compatible with his or her qualifications or experience assigned to him or her by the board. In this context, the professional on availability may also be called upon, as a matter of priority, to carry out the duties of a temporarily vacant position at the board.

With the consent of the professional on availability, the board may loan his or her services to another employer.

As long as he or she is on availability, the professional shall remain covered by this agreement.

## **Section 6 Measures to reduce the placement on availability**

### **5-6.21 Preretirement**

In order to reduce the number of professionals on availability, the board shall grant to the professional who so requests or accepts a preretirement leave under the following conditions:

- a) the preretirement leave shall be a leave of absence with salary for a maximum duration of one (1) year;
- b) the preretirement leave shall count as a period of service for the purpose of the four (4) pension plans currently in force (RREGOP, TPP, CSSP and PPCT);
- c) only those professionals who would be entitled to retire in the year following the year of the leave and who would not be entitled to a full pension (seventy percent (70%)) in the year of the leave shall be eligible;
- d) at the end of this leave with salary, the professional shall be considered as having resigned and shall be pensioned off;
- e) a professional on a preretirement leave shall be entitled to the benefits mentioned in this agreement with the exception of salary insurance and vacation in particular, provided that the benefits be compatible with the nature of the leave;
- f) the leave shall allow for a reduction in the number of professionals on availability;
- g) the salary of the professional on a preretirement leave who works at the board or for another employer in the public and parapublic sectors shall be reduced in proportion to the earnings resulting from such work.

### **5-6.22 Severance pay**

- a) The board shall grant severance pay in the following situations:
  - i) when a tenured professional resigns, if the resignation permits the assignment of a professional on availability to a full-time position;
  - ii) when a professional on availability resigns provided that he or she is not at fault according to clause 5-6.11, 5-6.12 or 5-6.13.
- b) Severance pay shall be calculated in the following manner:
  - i) one (1) month of salary per year of service completed at the board up to a maximum of six (6) months of salary;
  - ii) for the purposes of calculating severance pay, the salary shall be that the professional received on the last day of work preceding his or her departure from the board.
- c) Acceptance of severance pay shall entail, for the professional concerned, the loss of his or her tenure and the cancellation of all the rights and privileges mentioned in this agreement.
- d) Severance pay shall be granted provided that the professional does not occupy a position with an employer in the public and parapublic sectors and that the professional does not retire for a period of one (1) year as of the payment of severance pay. If the professional occupies such a position or retires during that period, the board can be reimbursed the amount paid as severance pay.

**5-6.23 Transfer of rights**

In order to reduce the number of professionals on availability, the tenure of a professional shall be transferred to another school board or teaching institution in the education sector which engages him or her if the professional resigns. His or her resignation shall be accepted by the board if a professional on availability has the qualifications required for the position that the resigning professional held. The professional shall transfer to his or her new board or teaching institution in the education sector his or her tenure, seniority, years of continuous service for the purpose of calculating the vacation period, bank of nonredeemable sick-leave days, placement if he or she remains in the same employment group and the date of his or her advancement in step.

**5-6.24 Voluntary relocation premium**

Every professional on availability who, in accordance with the provisions of this article, accepts a position offered by another school board or another teaching institution in the education sector situated more than fifty (50) kilometres from his or her last place of work and more than fifty (50) kilometres from his or her domicile shall be entitled to an allowance equal to 2/12 of the annual salary.

However, the professional on availability who, in accordance with the provisions of this article, accepts a position offered by another school board or another teaching institution in the education sector situated in administrative region 1, 8<sup>1</sup> or 9 shall be entitled to an allowance equal to 4/12 of the annual salary, provided that the relocation not take place in the same region.

The tenured professional whose relocation permits a reduction in the number of professionals on availability shall also be entitled to such an allowance under the same conditions.

The professional relocated under this clause shall transfer to his or her new board or teaching institution in the education sector his or her tenure, seniority, years of continuous service for purposes of calculating vacation, bank of nonredeemable sick-leave days, placement if he or she remains within the same employment group and the date of his or her advancement in step.

**Section 7 Moving expenses****5-6.25**

Unless he or she can benefit from the federal mobility assistance program to look for employment, the professional engaged by a board or a teaching institution in the education sector within the framework of this article shall be reimbursed by the board or institution that engages him or her for the moving expenses prescribed below under the conditions mentioned if the engagement entails his or her moving.

**A) Terms of reimbursement**

- a) Moving expenses shall apply to the professional only if the Provincial Relocation Bureau accepts that the relocation of the said professional necessitates his or her moving.

However, moving shall be deemed necessary if it takes place and if the distance between the professional's new place of work and his or her former domicile is greater than sixty-five (65) kilometres.

**Transportation costs of furniture and personal effects**

- b) The board shall pay, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the professional concerned, including the packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home on the condition that he or she provide in advance at least two (2) detailed quotations of the costs to be incurred.

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<sup>1</sup> Including the service areas of Chibougamau and Chapais located in the territory of the Central Québec School Board.

- c) However, the board shall not pay the cost of transporting the professional's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc. shall not be paid by the board.

#### **Storage**

- d) When the move from one domicile to another cannot take place directly because of uncontrollable circumstances, other than the construction of a new domicile, the board shall reimburse the costs of storing the professional's furniture and personal effects and those of his or her dependents, for a period not exceeding two (2) months.

#### **Concomitant moving expenses**

- e) The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any transferred professional with a dependent<sup>1</sup> or of two hundred dollars (\$200) to a transferred professional without dependents<sup>1</sup> in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the said professional is assigned to a location where complete facilities are placed at his or her disposal by the board.

Nevertheless, the seven hundred and fifty dollar (\$750)-moving allowance payable to the transferred professional with a dependent<sup>1</sup> shall also be payable to the professional without dependents<sup>1</sup> who maintains a dwelling.

#### **Compensation for lease**

- f) The professional who may be reimbursed for his or her moving expenses shall also be entitled, if need be, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one (1) month's rent. If there is a lease, the board shall indemnify the professional who must terminate his or her lease and for which the landlord demands compensation to a maximum period of three (3) months' rent. In both cases, the professional must attest that the landlord's request is well-founded and must present supporting vouchers.
- g) If the professional chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the board.

#### **Reimbursement of expenses inherent to the sale or purchase of a house**

- h) The board shall reimburse with regard to the sale of the principal house-residence of the relocated professional the following expenses:
- 1) the real estate agent's fees upon presentation of:
    - the contract with the real estate agent immediately after its signing
    - the sales contract
    - the bill of the agent's fees
  - 2) the cost of notarized deeds chargeable to the professional for the purchase of a house for the purpose of residence at his or her posting on the condition that the professional is already the proprietor of his or her house at the time of his or her transfer and that the said house is sold;
  - 3) the penalty for breach of mortgage, if need be;
  - 4) the proprietor's transfer tax, if need be.

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<sup>1</sup> Within the meaning of clause 10-1.01.

- i) When the house of the relocated professional, although it has been put up for sale at a reasonable price, is not sold at the time when the professional must enter a new agreement for lodging, the board shall not reimburse the safekeeping costs for 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:
- 1) the municipal and school taxes;
  - 2) the interest on the mortgage;
  - 3) the cost of the insurance premium.

#### **Accommodation expenses**

- j) In the case where a relocated professional chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden to the professional-owner due to the fact that his or her principal residence is not rented at the time when he or she must assume new obligations to dwell in the area of his or her posting. The board shall pay the professional for the period during which his or her house is not rented the amount of his or her new rent up to a period of three (3) months upon presentation of the lease. Moreover, the board shall reimburse him or her for the reasonable costs of advertisement and the cost of no more than two (2) trips incurred for the renting of his or her house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.
- k) When the move from one domicile to another cannot take place directly because of uncontrollable circumstances other than the construction of a new residence, the board shall reimburse the professional for the accommodation expenses for him or her and his or her family in accordance with the regulation concerning travel expenses in effect at the board, usually for a period not exceeding two (2) weeks.
- l) If the move is delayed with the authorization of the Provincial Relocation Bureau or if the professional's dependents<sup>1</sup> are not relocated immediately, the board shall assume the professional's transportation costs up to five hundred (500) kilometres to visit his or her dependents<sup>1</sup> living with him or her every two (2) weeks if the distance to be covered is equal to or less than five hundred (500) kilometres, return trip, and once a month if the distance to be covered exceeds five hundred (500) kilometres, return trip, up to a maximum of sixteen hundred (1600) kilometres.
- m) The moving expenses prescribed in this section shall be reimbursed by the board that engages him or her within sixty (60) days after the professional provides supporting vouchers to the board that engages him or her.

#### **B) Other benefits**

A professional shall also receive from the board or institution that engages him or her:

- a) a maximum of three (3) working days without loss of salary for the sale of his or her residence which constitutes his or her domicile;
- b) a maximum of three (3) working days without loss of salary to look for lodging. This three (3)-day maximum does not include the duration of the return trip;
- c) a maximum of three (3) working days without loss of salary to cover moving and settling in.

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<sup>1</sup> Within the meaning of clause 10-1.01.



**Section 8 Job contract (contracting out)****5-6.26**

No contract between the board and a third party can have the effect of causing the placement on availability or nonreengagement because of surplus, within the meaning of this article, of a full-time regular professional in the employment group concerned.

**Section 9 Integration of school boards****5-6.27**

During the school year preceding an amalgamation, annexation or restructuring, the board cannot invoke this article to place on availability or nonreengage regular professionals if the cause of the placement on availability or nonreengagement results from such amalgamation, annexation or restructuring. However, as of its first year of operation, the new board or the restructured board may invoke this article to place on availability or to nonreengage regular professionals.

**Section 10 Provincial Relocation Bureau****5-6.28**

Every month, the Bureau shall send to the Fédération a list of the full-time regular professional positions to be filled by means of engagement in the English-language school boards as brought to its attention as well as the names of the professionals on availability or nonreengaged because of surplus on the Bureau's lists.

**ARTICLE 5-7.00 PROFESSIONAL'S FILE****5-7.01**

Any written warning or written reprimand must originate from the competent authority designated by the board in order to be inserted in the file. However, a written reprimand may only be inserted in the file if it has been preceded by a written warning about an action of a similar nature to allow the professional to correct such an action.

**5-7.02**

If the board intends to insert a written warning or a written reprimand in the file, it must send a copy thereof to the professional and to the union by registered letter, certified mail or fax.

**5-7.03**

The professional to whom the board has given a written warning or a written reprimand may request that his or her written reply contesting the grounds for such warning or reprimand be inserted in the file. This written reply shall be withdrawn from the file at the same time as the contested reprimand or warning.

**5-7.04**

Any written warning not followed by a written reprimand within six (6) months shall be withdrawn from the file.

A written reprimand which the board has not had occasion to renew as a result of a recurrence committed within twelve (12) months following its insertion shall be withdrawn from the file.

**5-7.05**

A written warning or written reprimand which has been withdrawn from the file in accordance with this article cannot be subsequently invoked against the professional and neither can the facts which gave rise to such written warning or written reprimand.

**5-7.06**

Subject to laws to the contrary and to this agreement, the board must respect the confidentiality of the professional's file.

**5-7.07**

The professional may, upon request, examine his or her file and may have any document that is not inserted in accordance with this article withdrawn.

**ARTICLE 5-8.00           DISCIPLINARY MEASURES****5-8.01**

When the board or the competent authority decides to summon a professional for a disciplinary reason, the professional shall have the right to be accompanied by the union delegate or by a union representative.

**5-8.02**

If the board intends to dismiss a professional, it must give him or her at least seven (7) days' notice of the date, place and time of the meeting of the council of commissioners or the executive committee at which his or her dismissal shall be discussed.

The professional who so desires may make representations to the council of commissioners or the executive committee before the decision is made.

**5-8.03**

The board may, by means of a written notice sent to the professional by registered letter, certified mail, delivered by hand or fax impose a disciplinary measure; this notice must state the reasons for the decision. A copy of this notice must also be forwarded to the union by registered letter, certified mail, delivered by hand or fax.

A disciplinary measure is either a suspension or a dismissal.

A disciplinary measure must be based on a just and sufficient cause for which the burden of proof lies with the board.

**5-8.04**

Normally, a disciplinary measure shall be preceded by a written reprimand in order to allow the professional to correct his or her actions.

**5-8.05**

A grievance contesting a disciplinary measure must be submitted directly to arbitration by the professional, the union or by both, within thirty (30) days after the professional receives the notice mentioned in clause 5-8.03. A copy of this grievance must also be forwarded to the board.

A grievance contesting a disciplinary measure shall be given hearing priority.

**ARTICLE 5-9.00           NONREENGAGEMENT****5-9.01**

Once the board has decided not to engage a regular professional for the following school year, it must, before June 1 preceding this school year, advise him or her in writing. The notice must give the reason or reasons for its decision.

**5-9.02**

The grievance contesting the nonreengagement of a regular professional must be submitted directly to arbitration by the union or the professional according to the procedure prescribed in this agreement no later than July 31 following the date of termination of employment; this grievance must have hearing priority.

**5-9.03**

A regular professional who has not acquired his or her tenure according to clause 5-6.02 may be nonreengaged by the board in accordance with clause 5-9.01 if his or her nonreengagement allows for the assignment or relocation of a professional on availability in that same board or referred by the Bureau. The professional so assigned or relocated must meet the requirements of the position.

The professional thus nonreengaged shall not be subject to the other provisions of article 5-6.00. However, he or she may be entitled to priority of employment under the conditions stipulated therein.

**ARTICLE 5-10.00 RESIGNATION, BREACH OF CONTRACT AND MAINTENANCE OF MEMBERSHIP IN A PROFESSIONAL ORDER****Section 1 Resignation****5-10.01**

The professional shall be bound by his or her contract of engagement in accordance with article 5-2.00 and may only be released from his or her engagement before its termination according to the provisions of this agreement.

**5-10.02**

The regular professional who wishes to resign must notify the board in writing at least sixty (60) days before the date of his or her departure.

**5-10.03**

A regular professional may resign without giving the notice mentioned in clause 5-10.02 but he or she must give a written notice to the board, as soon as possible, for one of the following reasons:

- a) any change in the spouse's place of residence which obliges the professional to change locality;
- b) maternity;
- c) following the death of the spouse;
- d) other circumstances not mentioned in this article, totally beyond the control of the professional and that require him or her to resign;
- e) obtaining a position with a higher salary scale in the education sector;
- f) any other reason deemed valid by the board.

In these cases, the board shall accept the professional's resignation and shall waive all recourse against him or her.

**Section 2 Breach of contract****5-10.04**

Any one of the following cases constitutes a breach of contract:

- a) a professional who exercises an exclusive type of profession and whose permit to practice is withdrawn or who is removed according to the Professional Code (R.S.Q., c. C-26);
- b) a professional who is on a leave terminating at the end of the school year but does not inform the board of his or her return to service within the time limits mentioned in this agreement;
- c) a professional who fails to report for work for a period of more than ten (10) consecutive working days and did not, during that time, give the board a valid reason for such absence; this provision does not apply to the professional who was unable to notify the board within the necessary time limit; where applicable, it shall be his or her responsibility to establish that fact.

**5-10.05**

Any breach of contract shall have the effect of permitting the board to terminate the engagement of a professional at any time.

**Section 3 Maintenance of membership in a professional order****5-10.06**

The professional who is a member of a professional order on March 1, 2010 or the professional who obtains a position after the signing of this agreement must, if membership in an order is required under his or her employment group, maintain his or her membership in that order.

- a) Upon the signing of this agreement, the professional who is a member of a professional order in which membership is required under his or her employment group must provide the board with written proof of his or her membership within ninety (90) days.
- b) Every year, within thirty (30) days of receiving confirmation of the renewal of his or her membership, the professional shall forward written proof to the board. Failing this, the board shall notify the professional. Upon a written request, a professional may, within ten (10) days of the notice, obtain from the board a new time limit. The board and the union may agree on other terms and conditions.

Failing to request or obtain a new time limit in which to provide proof of his or her membership in a professional order, the professional is deemed to be in breach of contract within the meaning of Section 2 of this article.

- c) The professional transferred to a position in which membership in an order is not required may maintain membership in his or her professional order.

**5-10.07**

The termination of engagement for any one of the reasons mentioned in clauses 5-10.04 and 5-10.06 does not constitute a disciplinary measure as defined in article 5-8.00.

**ARTICLE 5-11.00 TEMPORARY ASSIGNMENT TO A SENIOR STAFF POSITION****5-11.01**

A professional who accepts a senior staff position on a temporary basis shall receive during the period he or she fills such a position the salary he or she would receive as the incumbent of the said position.

**5-11.02**

A professional shall be reinstated in his or her position no later than fifteen (15) days after having received a notice from the board or after having made such a request in writing.

**5-11.03**

Subject to this article, a professional temporarily assigned to a senior staff position shall continue to pay union dues and to benefit from the provisions of this agreement, except those relating to the benefits resulting from overtime.

**5-11.04**

The professional may be assigned temporarily to a senior staff position for a period not exceeding twelve (12) months except if the professional replaces a senior staff member who is temporarily absent.

**ARTICLE 5-12.00 SENIORITY****5-12.01**

The professional employed by the board on the date of the coming into force of this agreement shall retain the seniority already acquired on that date according to the calculation method prescribed in the 2005-2010 Provisions (P2).

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

**5-12.02**

Seniority is the period of employment in years, months and days:

- a) with the board and with an institution to which the board has succeeded;
- b) as a professional assigned to a school administered by an associated institution authorized by law and located within the territory of the board if the teaching dispensed by the school is assumed by the board.

The period of employment in duties other than those of a professional, teacher or support staff member cannot be accumulated for the purpose of seniority for more than two (2) years.

However, every person who, before January 1, 1986, held a position other than that of professional, teacher or support staff member shall have the years during which he or she held such a position recognized as years of seniority up to a maximum of eight (8) years. However, the accumulation of the period of employment recognized for purposes of seniority under the preceding paragraph and this paragraph cannot exceed eight (8) years.

**5-12.03**

A resignation, nonreengagement or dismissal shall entail the loss of seniority. However, a full-time regular professional nonreengaged because of surplus and benefiting from the priority of employment mentioned in clause 5-6.06 shall maintain the seniority acquired at the time of his or her nonreengagement for a period not exceeding two (2) years.

**5-12.04**

Before October 31 of each year, the board shall establish the seniority of professionals covered by this agreement as accumulated on the preceding June 30 and shall forward a list to the union delegate. It shall post the said list or forward it to the professional within the same time limits.

**5-12.05**

The union or the professional can contest by grievance a professional's seniority only within a time limit of thirty (30) days from the posting of the seniority list or the receipt of the list by the professional.

**5-12.06**

This article shall be subject to the derogations prescribed in the priority and security of employment plan established by this agreement.

**5-12.07**

The alienation, the total or partial concession, the division, amalgamation or change in the legal structure of the board shall have no effect on the seniority of a professional in the employ of a board or boards affected by such alienation, total or partial concession, division, amalgamation or change in the legal structure; the seniority of such professional shall be the same as he or she would have had had the change not occurred.

**5-12.08**

The seniority of a professional whose workweek includes fewer hours than the regular workweek prescribed in article 9-1.00 shall be calculated in proportion to the number of regular hours in his or her schedule.

**5-12.09**

Notwithstanding the provisions of clause 5-12.03, a professional who so requests the board in writing within one hundred and eighty (180) days of her engagement shall have the seniority accumulated as a teacher with the board prior to her obligation to resign because of marriage or maternity under a regulation or a written policy of the board to this effect or prior to her dismissal by the board for the same reasons under the regulation or written policy.

Within thirty (30) days of the written request, the board shall inform in writing the professional and the union of the seniority that it recognizes for her under the preceding paragraph; the union or the professional can contest the seniority only within thirty (30) days of the receipt of the board's notice.

**5-12.10**

The seniority that the professional acquires with the board as a result of the application of clause 5-6.17 or 5-6.23 shall be recognized by the board by making the adjustments required and any additional seniority shall be added thereto in conformity with the provisions of this article.

In the case of a disagreement regarding seniority recognized by the board for a professional by the application of clause 5-6.17 or 5-6.23, the professional concerned or the union may submit a written complaint to the board within twenty-five (25) days of the date of his or her engagement. Within twenty-five (25) days of the receipt of this complaint by the board, the board and the union shall meet to find, if need be, an appropriate solution; they may, in this respect, correct the seniority recognized for the professional and subsequently modify the seniority list.

Failing an agreement between the board and the union, the latter may, within fifty (50) days of the receipt of the complaint by the board, refer it to a provincial parity committee comprised of a representative appointed by the CPNCA and a representative appointed by the Fédération. The committee shall study the complaint and render a unanimous decision within thirty (30) days following the date on which the complaint was referred to it. The unanimous decision of the committee shall be final and shall bind all the interested parties. If the committee has not reached a unanimous decision or if the committee does not render a unanimous decision within the time allotted, the union may refer the complaint to arbitration in accordance with the procedure described in article 11-2.00 as if it were a grievance within sixty (60) days of the date on which the committee received the complaint for examination.

**CHAPTER 6-0.00****REMUNERATION****ARTICLE 6-1.00****RECOGNITION OF SCHOOLING****6-1.01**

One (1) year of university studies (or its equivalent, thirty (30) credits) at the bachelor's level successfully completed in a discipline deemed directly relevant to the performance of the duties of the professional shall be equivalent to one (1) year of pertinent experience.

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

**6-1.02**

Moreover, one (1) year of university studies (or its equivalent, thirty (30) credits) at the master's or doctoral level according to the system currently in effect in the universities of Québec or, if the studies were pursued in a Québec university, according to the system in effect at that university at that time, successfully completed in a discipline deemed directly relevant to the performance of the duties of the professional shall be equivalent to one (1) year of pertinent experience.

However, in the case of a master's degree of forty-five (45) credits or more but less than sixty (60) credits according to the system currently in effect in the universities of Québec or, if the studies were pursued in a Québec university, according to the system in effect at that university at that time, successfully completed in a discipline deemed directly relevant to the performance of the duties of the professional shall be equivalent to one and a half (1 1/2) years of pertinent experience.

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

**6-1.03**

Only the number of years normally required by the university awarding the diploma to complete the studies on a full-time basis shall be counted.

**6-1.04**

The application of the provisions of this article cannot result in a step that is lower than the one assigned to the regular professional under the provisions in effect prior to the changes to this article.

**ARTICLE 6-2.00****RECOGNITION OF EXPERIENCE UPON ENGAGEMENT****6-2.01**

The professional who has one or more years of experience deemed directly relevant to the performance of his or her duties shall be placed in the step corresponding to his or her years of experience, taking into account the time spent in a step established in article 6-6.00.

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

**6-2.02**

For the purpose of this article only, the employment group of guidance counsellor, counsellor in academic training, psychologist or reeducation consultant shall have the following in particular recognized as one (1) year of directly pertinent experience: each year of experience as a guidance counsellor, counsellor in academic training, psychologist or reeducation consultant; each year of teaching in a recognized institution; each year spent in a senior staff position of a pedagogical nature.

When a given employment group requires specific pedagogical experience at the time of posting or selection, the years of teaching complying with this requirement shall be automatically recognized as directly pertinent experience for placement purposes.

### **6-2.03**

For the purpose of this article, one (1) year of experience shall be comprised of twelve (12) months of work on a full-time basis or the equivalent, including the annual vacation periods, except for the years of experience in teaching for which each year (or the equivalent) of teaching, regardless of the level, shall be equivalent to twelve (12) months of work.

If the division of the number of months of work by twelve (12) results in a remainder equal to or greater than nine (9) months, this remainder shall correspond to one (1) year of experience.

If this division results in a remainder equal to or greater than four (4) months but less than nine (9) months, this remainder shall correspond to one-half (1/2) year of experience for the professional in steps 1 to 8.

### **6-2.04**

The professional in service on the date of the coming into force of this agreement as well as the professional engaged subsequently who does not meet the minimum academic qualifications prescribed in the Classification Plan shall be deemed to meet the qualifications for the purpose of applying this agreement, except article 6-1.00.

## **ARTICLE 6-3.00 PLACEMENT OF THE PROFESSIONAL UPON ENGAGEMENT**

### **6-3.01**

The step in which a professional is placed shall be determined by the board on the date of his or her engagement by taking into account both his or her qualifications and experience in accordance with articles 6-1.00 and 6-2.00.

### **6-3.02**

The professional without experience deemed directly relevant to the performance of his or her duties shall be placed in the first step of the salary scale applicable to his or her employment group, subject to the provisions of article 6-1.00.

## **ARTICLE 6-4.00 PLACEMENT OF THE PROFESSIONAL IN THE EVENT OF A TRANSFER**

### **6-4.01**

The transferred professional shall be placed in his or her new salary scale as if he or she were newly engaged according to the rules provided in article 6-3.00.

However, if a transfer occurs after January 1 of one year and involves a decrease in salary, the professional shall maintain the salary applicable on January 1 until the following December 31.

## **ARTICLE 6-5.00 PLACEMENT ON THE DATE OF THE COMING INTO FORCE OF THIS AGREEMENT**

### **6-5.01**

A professional in the employ of the board on the date of the coming into force of this agreement shall be placed at the same step in the new salary scale.

Subsequently, a professional's advancement in step in the new salary scale shall be granted under the terms and conditions prescribed in article 6-6.00.



**ARTICLE 6-6.00      ADVANCEMENT IN STEP****6-6.01**

The normal duration in one step shall be one (1) year, but it shall be only six (6) months in the case of the first eight (8) steps.

**6-6.02**

The advancement in step shall be granted on July 1 or January 1, provided that the professional has completed, in this capacity, a continuous period of at least nine (9) full months in the case of an annual advancement or of at least four (4) full months in the case of a semi-annual advancement since his or her last advancement in step or since his or her entry into service as a professional.

For the purpose of applying this clause, any period during which the professional receives his or her salary, any period during which he or she is on leave for educational purposes, any period during which he or she is on parental leave as provided for in clauses 7-2.05, 7-2.08, 7-2.20, 7-2.23 B) and 7-2.27 C) as well as absences for disability for which the total duration does not exceed three (3) months per school year shall be considered as a work period.

**6-6.03**

In addition to these requirements, the advancement in step cannot be refused except in the case of unsatisfactory performance. In this case, the board shall give the professional the reasons for its refusal in writing.

Following such a refusal, a grievance may be lodged against the board.

**6-6.04**

The board may grant an accelerated advancement of one (1) step on the date of the regular advancement in step to a professional for exceptional performance during the period of reference preceding the date of advancement in step.

No grievance may be lodged against the board as a result of the application of this clause.

**6-6.05**

On the date of his or her regular advancement in step, the professional shall be granted, where applicable, an additional advancement in step in accordance with article 6-1.00.

However, in applying the provisions of the second paragraph of clause 6-1.02, the professional who, in the case of an annual advancement in step, is entitled to have a half (1/2) year of experience recognized as a result of the fact that he or she has successfully completed his or her master's degree on the date of his or her regular advancement in step, shall be granted an advancement in step on July 1 or January 1 immediately following the date of his or her regular advancement in step. This paragraph has the effect of modifying the date of the professional's regular advancement in step.

**6-6.06**

Notwithstanding any other provision to the contrary, no advancement in step shall be granted during the period from January 1, 1983 to December 31, 1983, except if it results from an advancement in class under article 6-8.00 of the 1983-1985 agreement or if it results from an advancement in step under article 6-1.00. The step thus lost may in no way be recovered and the experience acquired during the period from January 1, 1983 to December 31, 1983 may in no case be taken into account in granting a step. Moreover, the months included between January 1, 1983 and December 31, 1983 cannot be taken into account in any subsequent determination of a step nor in the application of clauses 6-6.02 and 6-6.03.

This clause shall not modify the date of the professional's advancement in step.

**ARTICLE 6-7.00 CLASSIFICATION****6-7.01**

A professional shall remain classified in the employment group held on the date of the coming into force of this agreement.

**6-7.02**

A professional who is engaged after the date of the coming into force of this agreement shall be classified in one of the employment groups in the Classification Plan, taking into account the duties which the board assigns to him or her.

A professional may contest by grievance the employment group to which the board has assigned him or her. The arbitrator to whom such a grievance was referred shall be responsible for deciding in which employment group the professional must be classified, taking into account the duties assigned to him or her.

**6-7.03**

Notwithstanding clause 6-7.01, the professional whose duties were changed may lodge a grievance if he or she believes that such a change involves a transfer to another employment group with a higher salary scale. Such a grievance is comparable to a continuous grievance and shall have no retroactive effect prior to the date on which the grievance was filed.

The arbitrator to whom such a grievance is referred shall have the power to rule on the classification and on the monetary compensation to be paid.

If the arbitrator decides that the duties normally assigned to this professional belong to an employment group other than the one in which the board has placed the professional, the board may:

- a) reclassify the professional in the employment group decided by the arbitrator,
- or
- b) maintain the professional in the employment group he or she has contested and change the description of the position to make it conform to the employment group.

**6-7.04**

The board may assign to a professional the duties of two (2) employment groups. In this case, the professional shall be classified in the employment group to which he or she is assigned for more than half of his or her time.

If the time is equally divided between the two (2) employment groups, the professional shall be classified in the employment group with the higher salary scale.

**ARTICLE 6-8.00 ADDITION OF NEW EMPLOYMENT GROUPS TO THE CLASSIFICATION PLAN****6-8.01**

Subject to the other clauses of this article, the Classification Plan can only be changed with the agreement of the CPNCA and the Centrale.

**6-8.02**

The CPNCA may add an employment group to the Classification Plan but it must first consult the Centrale.

**6-8.03**

The CPNCA and the Centrale agree to discuss, within thirty (30) days of a party's request, the salary scales of the employment groups that will be added to the Classification Plan.

**6-8.04**

Should the CPNCA and the Centrale disagree on the salary scales at the end of the thirty (30) days prescribed in the preceding clause, either party may, within forty-five (45) days of the disagreement, submit it directly to arbitration. The arbitrator to whom such a grievance is referred shall determine the salary scales on the basis of those provided in this agreement or in the public sector for employment groups of a similar nature. This disagreement shall be given priority when preparing the arbitration roll.

**ARTICLE 6-9.00 ANNUAL SALARY SCALES AND RATES**

**6-9.01**

The board shall pay the professional for each day remunerated one two hundred and sixtieth decimal nine (1/260.9) of the salary prescribed below for his or her classification and placement for the periods indicated in the heading of each column of salary scale rates:

- 2102 Librarian
- 2107 Student Life Animator
- 2114 Academic and Vocational Information Counsellor
- 2115 Dietician/Nutritionist
- 2118 Finance Officer
- 2119 Communications Consultant
- 2121 Administration Officer
- 2140 Translator
- 2141 Spiritual Care and Guidance, and Community Involvement Animator
- 2146 Certified Translator
- 2155 Nutrition Consultant

Step	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	36 912	37 189	37 561	38 218	38 982
2	38 143	38 429	38 813	39 492	40 282
3	39 466	39 762	40 160	40 863	41 680
4	40 836	41 142	41 553	42 280	43 126
5	42 256	42 573	42 999	43 751	44 626
6	43 724	44 052	44 493	45 272	46 177
7	45 236	45 575	46 031	46 837	47 774
8	47 639	47 996	48 476	49 324	50 310
9	49 341	49 711	50 208	51 087	52 109
10	51 130	51 513	52 028	52 938	53 997
11	52 960	53 357	53 891	54 834	55 931
12	54 897	55 309	55 862	56 840	57 977
13	56 916	57 343	57 916	58 930	60 109
14	59 008	59 451	60 046	61 097	62 319
15	61 177	61 636	62 252	63 341	64 608
16	62 682	63 152	63 784	64 900	66 198
17	64 223	64 705	65 352	66 496	67 826
18	67 964	68 474	69 159	70 369	71 776

2106 Readaptation Officer  
 2111 Social Worker  
 2149 Social Service Officer  
 2150 Psychoeducator

	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
Step	\$	\$	\$	\$	\$
1	38 400	38 688	39 075	39 759	40 554
2	39 680	39 978	40 378	41 085	41 907
3	41 055	41 363	41 777	42 508	43 358
4	42 482	42 801	43 229	43 986	44 866
5	43 959	44 289	44 732	45 515	46 425
6	45 485	45 826	46 284	47 094	48 036
7	47 058	47 411	47 885	48 723	49 697
8	49 559	49 931	50 430	51 313	52 339
9	51 329	51 714	52 231	53 145	54 208
10	53 190	53 589	54 125	55 072	56 173
11	55 095	55 508	56 063	57 044	58 185
12	57 108	57 536	58 111	59 128	60 311
13	59 212	59 656	60 253	61 307	62 533
14	61 384	61 844	62 462	63 555	64 826
15	63 642	64 119	64 760	65 893	67 211
16	65 207	65 696	66 353	67 514	68 864
17	66 811	67 312	67 985	69 175	70 559
18	70 704	71 234	71 946	73 205	74 669

2147      Preschool Education Consultant

	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
Step	\$	\$	\$	\$	\$
1	37 520	37 801	38 179	38 847	39 624
2	38 766	39 057	39 448	40 138	40 941
3	40 118	40 419	40 823	41 537	42 368
4	41 509	41 820	42 238	42 977	43 837
5	42 946	43 268	43 701	44 466	45 355
6	44 444	44 777	45 225	46 016	46 936
7	45 986	46 331	46 794	47 613	48 565
8	48 434	48 797	49 285	50 147	51 150
9	50 145	50 521	51 026	51 919	52 957
10	51 984	52 374	52 898	53 824	54 900
11	53 840	54 244	54 786	55 745	56 860
12	55 804	56 223	56 785	57 779	58 935
13	57 855	58 289	58 872	59 902	61 100
14	59 984	60 434	61 038	62 106	63 348
15	62 180	62 646	63 272	64 379	65 667
16	63 723	64 201	64 843	65 978	67 298
17	65 285	65 775	66 433	67 596	68 948
18	69 086	69 604	70 300	71 530	72 961

2120 Analyst

	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
Step	\$	\$	\$	\$	\$
1	38 213	38 500	38 885	39 565	40 356
2	39 616	39 913	40 312	41 017	41 837
3	41 085	41 393	41 807	42 539	43 390
4	42 645	42 965	43 395	44 154	45 037
5	44 232	44 564	45 010	45 798	46 714
6	45 871	46 215	46 677	47 494	48 444
7	47 635	47 992	48 472	49 320	50 306
8	50 302	50 679	51 186	52 082	53 124
9	52 221	52 613	53 139	54 069	55 150
10	54 224	54 631	55 177	56 143	57 266
11	56 309	56 731	57 298	58 301	59 467
12	58 468	58 907	59 496	60 537	61 748
13	60 730	61 185	61 797	62 878	64 136
14	63 090	63 563	64 199	65 322	66 628
15	65 581	66 073	66 734	67 902	69 260
16	67 194	67 698	68 375	69 572	70 963
17	68 846	69 362	70 056	71 282	72 708
18	70 568	71 097	71 808	73 065	74 526

2112 Speech Therapist or Audiologist  
 2152 Speech and Hearing Correction Officer

	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
Step	\$	\$	\$	\$	\$
1	38 292	38 579	38 965	39 647	40 440
2	39 700	39 998	40 398	41 105	41 927
3	41 172	41 481	41 896	42 629	43 482
4	42 734	43 055	43 486	44 247	45 132
5	44 327	44 659	45 106	45 895	46 813
6	45 969	46 314	46 777	47 596	48 548
7	47 734	48 092	48 573	49 423	50 411
8	50 408	50 786	51 294	52 192	53 236
9	52 329	52 721	53 248	54 180	55 264
10	54 336	54 744	55 291	56 259	57 384
11	56 426	56 849	57 417	58 422	59 590
12	58 592	59 031	59 621	60 664	61 877
13	60 856	61 312	61 925	63 009	64 269
14	63 222	63 696	64 333	65 459	66 768
15	65 718	66 211	66 873	68 043	69 404
16	67 337	67 842	68 520	69 719	71 113
17	68 990	69 507	70 202	71 431	72 860
18	70 704	71 234	71 946	73 205	74 669



- 2104 Education Consultant
- 2109 Guidance Counsellor
- 2113 Psychologist
- 2142 Spiritual, Religious and Moral Education Consultant
- 2143 Project Development Officer
- 2153 Counsellor in Academic Training
- 2154 Counsellor in Reeducation

	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
Step	\$	\$	\$	\$	\$
1	37 541	37 823	38 201	38 870	39 647
2	38 969	39 261	39 654	40 348	41 155
3	40 454	40 757	41 165	41 885	42 723
4	41 996	42 311	42 734	43 482	44 352
5	43 597	43 924	44 363	45 139	46 042
6	45 272	45 612	46 068	46 874	47 811
7	47 049	47 402	47 876	48 714	49 688
8	50 212	50 589	51 095	51 989	53 029
9	52 196	52 587	53 113	54 042	55 123
10	54 261	54 668	55 215	56 181	57 305
11	56 425	56 848	57 416	58 421	59 589
12	58 682	59 122	59 713	60 758	61 973
13	61 077	61 535	62 150	63 238	64 503
14	63 535	64 012	64 652	65 783	67 099
15	66 141	66 637	67 303	68 481	69 851
16	67 769	68 277	68 960	70 167	71 570
17	69 437	69 958	70 658	71 895	73 333
18	71 173	71 707	72 424	73 691	75 165

2116 Occupational Therapist  
2151 Functional Rehabilitation Officer

Step	Periods and Rates				
	2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	As of 2014-04-01
	\$	\$	\$	\$	\$
1	39 689	39 987	40 387	41 094	41 916
2	40 606	40 911	41 320	42 043	42 884
3	41 524	41 835	42 253	42 992	43 852
4	42 482	42 801	43 229	43 986	44 866
5	43 959	44 289	44 732	45 515	46 425
6	45 485	45 826	46 284	47 094	48 036
7	47 058	47 411	47 885	48 723	49 697
8	49 559	49 931	50 430	51 313	52 339
9	51 329	51 714	52 231	53 145	54 208
10	53 190	53 589	54 125	55 072	56 173
11	55 095	55 508	56 063	57 044	58 185
12	57 108	57 536	58 111	59 128	60 311
13	59 212	59 656	60 253	61 307	62 533
14	61 384	61 844	62 462	63 555	64 826
15	63 642	64 119	64 760	65 893	67 211
16	65 207	65 696	66 353	67 514	68 864
17	66 811	67 312	67 985	69 175	70 559
18	70 704	71 234	71 946	73 205	74 669

#### 6-9.02 Increase in salary scales and rates

##### A) Period from April 1, 2010 to March 31, 2011

Each salary scale and rate in effect on March 31, 2010 shall be increased, effective on April 1, 2010, by zero point five percent (0.5%).

##### B) Period from April 1, 2011 to March 31, 2012

Each salary scale and rate in effect on March 31, 2011 shall be increased, effective on April 1, 2011, by zero point seven five percent (0.75%).

##### C) Period from April 1, 2012 to March 31, 2013

Each salary scale and rate in effect on March 31, 2012 shall be increased, effective on April 1, 2012, by one percent (1%).

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2012, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010 and 2011<sup>2</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010 and at four point five percent (4.5%) for 2011. However, the increase calculated cannot exceed zero point five percent (0.5%).

<sup>1</sup> Gross domestic product (GDP), expenditure-based, at current prices, Québec. Source: Statistics Canada, CANSIM, table 384-0002, series number CANSIM v687511

<sup>2</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2011 and its estimate at the same point in time of Québec's nominal GDP for 2009 and 2010

The increase prescribed in the preceding paragraph shall be paid to professionals within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2011.

**D) Period from April 1, 2013 to March 31, 2014**

Each salary scale and rate in effect on March 31, 2013 shall be increased, effective on April 1, 2013, by one point seven five percent (1.75%).

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2013, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010, 2011 and 2012<sup>2</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010, at four point five percent (4.5%) for 2011 and at four point four percent (4.4%) for 2012. However, the increase calculated cannot exceed two percent (2%), minus the increase granted on April 1, 2012 under the second paragraph of the preceding paragraph C).

The increase prescribed in the preceding paragraph shall be made on the professionals' pay within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2012.

**E) Period from April 1, 2014 to March 31, 2015**

Each salary scale and rate in effect on March 31, 2014 shall be increased, effective on April 1, 2014, by two percent (2%).

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2014, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010, 2011, 2012 and 2013<sup>3</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010, at four point five percent (4.5%) for 2011, at four point four percent (4.4%) for 2012 and at four point three percent (4.3%) for 2013. However, the increase calculated cannot exceed three point five percent (3.5%), minus the increase granted on April 1, 2012 under the second paragraph of the preceding paragraph C) and the increase granted on April 1, 2013 under the second paragraph of the preceding paragraph D).

The increase prescribed in the preceding paragraph shall be made on the professionals' pay within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2013.

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<sup>1</sup> Gross domestic product (GDP), expenditure-based, at current prices, Québec. Source: Statistics Canada, CANSIM, table 384-0002, series number CANSIM v687511

<sup>2</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2012 and its estimate at the same point in time of Québec's nominal GDP for 2009, 2010 and 2011

<sup>3</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2013 and its estimate at the same point in time of Québec's nominal GDP for 2009, 2010, 2011 and 2012

**F) Adjustment on March 31, 2015**

Each salary scale and rate in effect on March 30, 2015 shall be increased, effective on March 31, 2015, by a percentage equal to the difference between the cumulative variation (sum of the annual variations) of the Consumer Price Index<sup>1</sup> for Québec based on the Statistics Canada data for the collective agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015<sup>2</sup> and the cumulative of the salary parameters (sum of the annual parameters) determined in the preceding paragraphs A) to E), including the adjustments resulting from the growth in the nominal GDP. However, the increase calculated cannot exceed one percent (1%).

**G) Retroactive amounts resulting from the coming into force of this agreement**

The salary adjustment process resulting from the salary scales and rates prescribed for the period from April 1, 2011 to March 31, 2012 shall begin, at the latest, within forty-five (45) days of the date on which the agreement comes into force.

Subject to the provisions of the following paragraph, the retroactive amounts resulting from the application of the agreement for the period beginning on April 1, 2010 up to the adjustment of salaries prescribed in the preceding paragraph shall be paid during a complete pay period, at the latest, within sixty (60) days of the date on which the agreement comes into force.

The professional whose employment ended between April 1, 2010 and the date on which retroactive amounts are paid must submit his or her request, in writing, for the amount owing under the agreement within four (4) months after the union receives the list prescribed in the following paragraph. In the event of the professional's death, a written request must be made within the same time limit by his or her beneficiaries. Any request for payment of retroactive amounts must include a cheque specimen.

No later than one hundred and twenty (120) days of the coming into force of the agreement, the board shall provide the union with a list of professionals whose employment ended since April 1, 2010, including the latest known address entered in the payroll system of the board.

The amounts owing under the third paragraph shall be paid within sixty (60) days of receiving the request.

**H) Retroactive amounts resulting from the increase in salary scales and rates prescribed under paragraphs C), D) and E) of this clause**

The retroactive amounts resulting from the increase in salary scales and rates prescribed in the second subparagraph of paragraphs C), D) and E) of this clause shall be paid to a professional, during a complete pay period, at the latest, within sixty (60) days of the date on which the salary scales and rates are increased under the third subparagraph of the aforementioned paragraphs.

The professional whose employment ended between the beginning of the periods covered by paragraphs C), D) and E) of this clause and the payment of the retroactive amounts prescribed in the preceding paragraph must request, in writing, the payment owing under that paragraph, within four (4) months after the union receives the list prescribed in the following paragraph. In the event of the professional's death, the request must be made, in writing, within the same time limit, by the professional's beneficiaries. Any request for the payment of retroactive amounts must include a cheque specimen.

No later than one hundred and twenty days (120) of the date on which the salary scales and rates are increased for each of the periods concerned, the board shall forward to the union the list of professionals whose employment ended between the beginning of the period concerned and the date of the increase as well as their latest known address entered in the payroll system of the board.

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<sup>1</sup> Consumer Price Index for Québec. Source: Statistics Canada, CANSIM, Table 326-0020, series number CANSIM v41691783

<sup>2</sup> For each year of this agreement, the annual variation in the Consumer Price Index corresponds to the variation between the average of the indexes for the months of April to March of the year covered by this agreement and the average of the indexes for the preceding months of April to March.

The amounts owing under the second paragraph shall be paid within sixty (60) days of receiving the request.

**l) Retroactive amounts resulting from the increase in salary scales and rates prescribed under paragraph F) of this clause**

The increase prescribed in paragraph F) of this clause shall be made on the professionals' pay within sixty (60) days of the date of publication of the Statistics Canada data for Québec's CPI for March 2015.

The retroactive amount resulting from the preceding paragraph shall be paid to the professional during a complete pay period, at the latest, within sixty (60) days of the date on which the salary scales and rates prescribed in the preceding paragraph are increased.

The professional whose employment ended between March 31, 2015 and the date of increase prescribed in the first paragraph must request, in writing, the payment owing under that paragraph, within four (4) months after the union receives the list prescribed in the following paragraph. In the event of the professional's death, the request must be made, in writing, within the same time limit, by the professional's beneficiaries. Any request for the payment of retroactive amounts must include a cheque specimen.

No later than one hundred and twenty (120) days of the date of the increase in salary scales and rates prescribed in the first paragraph, the board shall forward to the union the list of professionals whose employment ended between March 31, 2015 and the date of increase as well as their latest known address entered in the payroll system of the board.

The amounts owing under the third paragraph shall be paid within sixty (60) days of receiving the request.

**6-9.03 Overscale professionals**

- a) The professional whose salary rate on the day preceding the date on which the salary scales and rates are increased is higher than the maximum of the salary scale in effect for his or her employment group shall receive, on the date on which the salary scales and rates are increased, a minimum rate of increase equal to half of the percentage increase applicable, on April 1 of the period concerned in relation to the preceding March 31, to the maximum step of the salary scale of the preceding March 31 corresponding to his or her employment group.
- b) If the application of the minimum rate of increase determined in paragraph a) of this clause has the effect of placing, on April 1, a professional who was overscale on March 31 of the preceding year at a salary which is lower than the maximum step of the salary scale corresponding to his or her employment group, the minimum rate of increase is brought to the percentage necessary to permit the professional to reach that step.
- c) The difference between, on the one hand, the percentage increase of the maximum step of the salary scale corresponding to the professional's employment group and, on the other hand, the minimum rate of increase determined under paragraphs a) and b) of this clause shall be paid to him or her as a lump sum based on his or her salary rate on March 31.
- d) The lump sum shall be spread and paid over each pay period in proportion to the regular hours paid for the pay period.

**6-9.04 Premium for professional coordination**

- a) The professional who, at the specific request of the board, is responsible for coordinating and supervising a team of at least four (4) professionals shall receive a premium equal to five percent (5%) of his or her salary rate.

The responsibility includes, in particular, distributing the work and monitoring the quality of the work of the professionals on his or her team.

- b) The premium shall be based on the salary rate applicable to the professional and shall be paid to him or her for the period during which he or she assumes such a responsibility.

**ARTICLE 6-10.00 PAYMENT OF SALARY****6-10.01**

The total salary of a professional shall be paid every second Thursday. The salary statement attesting to the amounts owing shall be sent to his or her place of work under separate cover or, where applicable, electronically.

**6-10.02**

Should a Thursday not be a working day, the statement shall be remitted to the professional on the last working day which precedes such a Thursday.

**6-10.03**

The professional who leaves the service of the board before the end of the school year for whatever reason shall receive, upon his or her departure, the amounts and the accumulated vacation days owing to him or her.

**6-10.04**

The following information must appear on the salary statement:

- a) surname and given name;
- b) date and pay period;
- c) salary for regular working hours;
- d) overtime;
- e) details of deductions;
- f) net pay;
- g) cumulative total of each of the preceding elements if the pay system of the board permits.

**6-10.05**

If the board overpays a professional, the latter shall be consulted before any decision is made regarding the method of reimbursement. Failing agreement, the board shall determine the terms of reimbursement. The professional must not reimburse more than ten percent (10%) of his or her gross salary per pay period. However, this maximum per pay period may be exceeded so as to ensure that the total amount owed be reimbursed over a twelve (12)-month period as of the first payment. The same terms also apply to benefits or indemnities overpaid to a professional by the board under this agreement.

**6-10.06**

A professional who leaves the employment of the board shall retain, after his or her departure, the right to contest, by means of a grievance according to the procedure prescribed in Chapter 11-0.00, the application by the board of clauses 6-10.03 and 6-10.07.

**6-10.07**

The board shall give the professional, on the day of his or her departure, a signed statement of the amounts of salary owing, provided that the professional has given the board prior notice of his or her departure.

The board shall give or send the professional a salary statement in the pay period following his or her departure. Fringe benefits redeemable under this agreement shall be paid to the professional no later than forty-five (45) days after his or her departure.

**6-10.08**

Upon prior request, the board shall give, on the last day of his or her employment, the professional a written attestation of the duration of service with the board.

**6-10.09**

Following an agreement between the board and the union, the board shall deduct from the pay of the professional, who so authorizes in writing, a regular amount to be deposited in a financial institution.

**CHAPTER 7-0.00 FRINGE BENEFITS****ARTICLE 7-1.00 LIFE, HEALTH AND SALARY INSURANCE PLANS<sup>1</sup>****Section 1 General provisions****7-1.01**

The following shall be eligible to participate in the life, health and salary insurance plans described hereinafter and the complementary plans as of the prescribed date and until the beginning of his or her retirement:

- a) The professional employed on a basis of seventy-five percent (75%) or more of the number of hours in the regular workweek prescribed in article 9-1.00.

The board shall pay its full contribution for the professional concerned.

- b) The professional employed on a basis of less than seventy-five percent (75%) of the number of hours in the regular workweek prescribed in article 9-1.00.

In this case, the board shall pay half of the contribution payable for a full-time professional, the professional paying the remainder of the board's contribution in addition to his or her own.

Subject to clause 7-1.12, the participation of an eligible professional shall begin as of the coming into force of the plan if he or she is in the service of the board on that date; if not, as of his or her entry into service.

**7-1.02**

For the purpose of this article, the word "dependent" means the professional's spouse within the meaning of clause 1-1.13 or dependent child defined as follows:

dependent child: a child of a professional, of his or her spouse or of both or a child living with the professional for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the professional for his or her financial support and who is under eighteen (18) years of age; every child twenty-five (25) years of age or under who is a duly registered student attending, on a full-time basis, a recognized institution of learning, or a child of any age who has become totally disabled before reaching his or her eighteenth (18<sup>th</sup>) birthday or before reaching his or her twenty-fifth (25<sup>th</sup>) 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 since that time.

**7-1.03**

The word "disability" means any state of incapacity resulting from illness, including a surgical procedure related directly to family planning, an accident subject to clauses 7-1.47 to 7-1.67 or an absence provided for in clause 7-2.21, which requires medical attention and which renders the professional 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.

**7-1.04**

A period of disability is any continuous period of disability or any series of successive periods of disability separated by less than thirty-five (35)<sup>2</sup> days of actual full-time work or of availability for full-time work, unless the professional 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.

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<sup>1</sup> For clauses 7-1.11, 7-1.13, 7-1.15, 7-1.16, 7-1.20 and 7-1.28, see Appendix "A" concerning the computerized billing of group insurance premiums.

<sup>2</sup> Read "eight (8) days" instead of "thirty-five (35) days" if the period of continuous disability which precedes his or her return to work is equal to or less than three (3) calendar months.



**7-1.05**

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 the purposes of this article, the period during which the professional receives treatment or medical care in view of his or her rehabilitation shall be considered as a period of disability.

**7-1.06**

The provisions of the life insurance plan in the 2005-2010 Provisions (P2) shall remain in force under the conditions provided therein until the coming into force of this agreement.

The provisions of the health insurance plan in the 2005-2010 Provisions (P2) shall remain in force, under the conditions stipulated therein, until the date of the coming into force of this agreement. However, the policies for the health insurance plans and the complementary plans in effect at the time of the coming into force of this agreement shall continue to apply without modification with the exception of the annual increase in premiums until the date set by the Insurance Committee of the Centrale in accordance with clause 7-1.18.

The provisions of the salary insurance plan in article 7-1.00 of the 2005-2010 Provisions (P2) shall continue to apply until the coming into force of this agreement.

**7-1.07**

The new policies for the health insurance plans and the complementary plans shall come into force on the date set by the Insurance Committee of the Centrale.

**7-1.08**

As a counterpart to the board's contribution to the insurance benefits provided hereinafter, the full amount of the rebate allowed by Human Resources and Skills Development Canada (HRSDC) in the case of a registered plan shall be the exclusive property of the board.

**Section 2 Basic health insurance plan****7-1.09**

The plan shall cover under 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.

**7-1.10**

The health insurance benefits shall be reduced by the benefits payable under any other public or private, individual or group plan.

**7-1.11**

A professional who is sixty-five (65) years of age or older who continues to participate in the drug benefit plan under the Régie de l'assurance maladie du Québec (RAMQ) shall continue to be covered by the compulsory health insurance plan for the benefits not covered under the plan of the RAMQ.

**7-1.12**

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

- 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 any other plan providing similar protection.

Where the professional submits a request to the insurer within thirty (30) days of the termination of the insurance coverage which allowed an exemption, the insurance shall take effect on the date on which his or her coverage ceases. If the request is submitted after thirty (30) days of the termination of insurance coverage, the insurance shall take effect on the first day of the pay period during which the insurer receives the request.

In the case of a person who, prior to his or her request, was not insured under this group insurance plan, the insurer shall not be responsible for the payment of benefits which could be payable by the previous insurer under an extension or conversion clause or otherwise.

**7-1.13**

The board's contribution to the health insurance plan on behalf of each professional shall be established as follows:

- a) in the case of a participant insured for himself or herself and his or her dependents: sixty dollars (\$60) per year plus tax, where applicable;
- b) in the case of a participant insured under the individual plan: twenty-four dollars (\$24) per year plus tax, where applicable;

or

double the contribution paid by the participant himself or herself for the benefits provided under the health insurance plan.

**7-1.14**

In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts stipulated in clause 7-1.13 shall be reduced by two thirds (2/3) of the yearly cost of the drug benefits included in the plan.

**7-1.15**

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 rate according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year nor more often than 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 amounts 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 professional is not a participant; also, the premium shall be payable in full for a pay period during which the professional's participation terminates;

- f) the insurer must forward at the same time to the Ministère and the QESBA a copy of every document 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 information which may be required to test the accuracy of the retention calculation;
- i) any change to the coverage and the resulting deduction at source for a professional already in the employ of the board, following the birth, adoption of a first child or a change in status, shall take effect on the date of the event if the request is made to the insurer within thirty (30) days of the event. A change concerning the coverage under the health insurance plan made after thirty (30) days of the event shall take effect on the first day of the pay period during which the insurer receives the request;
- j) if it is accepted by the insurer, any other change concerning the coverage and the resulting deduction at source for a professional already in the employ of the board shall take effect on the first day of the full pay period after the board receives the notice of acceptance issued by the insurer;
- k) the definitions of spouse and dependent child are identical to those found in clauses 1-1.13 and 7-1.02.

### **Section 3 Complementary insurance plans to which the board does not contribute**

#### **7-1.16**

- 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.

The Insurance Committee of the Centrale shall determine whether each of these plans is compulsory or optional.

- b) Every policy must include, among others, the following stipulations:
  - i) the provisions of subparagraphs b) to j) of clause 7-1.15;
  - ii) in the event that a complementary plan is optional, the participation of a new professional eligible for a complementary plan shall take effect within thirty (30) days of the request if it is made within thirty (30) days of the entry into service of the professional;
  - iii) if the request is made more than thirty (30) days after his or her entry into service, the participation of a new professional eligible for an optional complementary plan shall take effect on the first day of the full pay period after the board receives the notice of acceptance issued by the insurer.

#### **7-1.17**

In the case of boards that have, on the date of the coming into force of this agreement, optional complementary personal insurance plans other than those established by the Centrale, the following provisions apply:

- a) the personal insurance policies and the resulting administrative measures for boards are maintained;
- b) any modification to any one of the plans or policies must be made in accordance with the provisions of the provincial complementary plans by adapting them accordingly;
- c) 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.

**Section 4 Insurance Committee of the Centrale****7-1.18**

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.

**7-1.19**

The Insurance Committee of the Centrale may maintain from year to year for retirees, with appropriate amendments, the basic plan coverage without any contribution on the part of the board provided that:

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

**7-1.20**

The insurer selected for all plans must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting the insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.

**7-1.21**

The Insurance Committee of the Centrale must carry out a comparative analysis of all bids received, if applicable, and after making its choice, provide the QESBA and the Ministère with a report on the analysis and a statement giving reasons for its choice.

**7-1.22**

Each plan shall have only one premium calculation method, whether it be a predetermined amount or an invariable percentage of salary.

**7-1.23**

Any change in premiums resulting from a change to the plan may take effect only on January 1 following a written notice to the board sent at least sixty (60) days in advance.

**7-1.24**

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 (52<sup>nd</sup>) consecutive week of total disability.

**7-1.25**

There can be no more than one update campaign per three (3) years for all plans; the campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the changes shall come into force on January 1 not less than sixty (60) days after a written notice was sent to the board.

**7-1.26**

Dividends or rebates to be paid, as a result of favourable experience with the plans, shall constitute funds entrusted to the management of the Insurance Committee of the Centrale. Fees, salaries, expenses or disbursements incurred for the implementation and application of the plans shall constitute liens on these funds.

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

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

**7-1.27**

The Insurance Committee of the Centrale shall provide the Ministère and the QESBA 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 additional useful and relevant statements or statistics which may be requested by the QESBA or the Ministère concerning the basic health insurance plan.

**Section 5 Intervention of the board****7-1.28**

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

- a) informing new professionals;
- b) registering new professionals;
- c) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain a participant's file up-to-date;
- d) forwarding the deducted premiums to the insurer;
- e) providing professionals with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- f) forwarding information normally required of the employer by the insurer for settling certain compensations;
- g) forwarding to the insurer the names of professionals who have indicated to the board that they intend to retire.

**7-1.29**

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

**Section 6 Standard life insurance plans****7-1.30**

The full-time professional shall benefit, without contribution on his or her part, from an amount of life insurance equal to six thousand four hundred dollars (\$6 400).

The amount shall be three thousand two hundred dollars (\$3 200) for the professional referred to in subparagraph b) of clause 7-1.01.

**Section 7 Salary insurance plan****7-1.31**

- a) Subject to the provisions of this article and subject to clauses 7-1.47 to 7-1.67, every professional shall be entitled for every period of disability during which he or she is absent from work to:
- i) 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;
  - ii) upon termination of the payment of the benefit prescribed in subparagraph i), 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 his or her salary;
  - iii) upon the expiry of the abovementioned period of fifty-two (52) weeks and for an additional 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 his or her salary.
- b) During a disability period, on the written recommendation of the attending physician, the board and the regular professional who has been absent for at least twelve (12) weeks may agree to a return to work on a gradual basis. The period of disability already begun shall continue during the period of gradual return to work but the period during which some or all of the benefits are payable shall not exceed one hundred and four (104) weeks. In this case:
- i) the medical certificate must stipulate that the period of gradual return to work must be immediately followed by the professional's return to work on a full-time basis;
  - ii) the board and the professional accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the professional will return to work on a gradual basis, which shall not exceed twelve (12) weeks, and shall determine the time the professional must work;
  - iii) while at work, the professional must be able to perform all of his or her duties according to the proportion agreed to.
- c) During the period of gradual return to work, the professional 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 number of hours worked in relation to the regular workweek stipulated in article 9-1.00.
- d) Upon the termination of the period initially set for the gradual return, if the professional is unable to return to work on a full-time basis, the board and the professional may agree on another period of gradual return while complying with the other conditions prescribed in this clause.

**7-1.32**

Under clause 7-1.31, the professional's salary for the purposes of calculating the benefit is the salary rate he or she would receive if he or she were in service, subject to article 6-6.00, including, where applicable, premiums for regional disparities. For eligible professionals whose workweek includes fewer hours than the hours prescribed in article 9-1.00, the amount of the benefit shall be calculated in proportion to the time worked in relation to the regular workweek.

**7-1.33**

As long as benefits remain payable, including the waiting period, if any, the disabled professional shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (TPP), the Civil Service Superannuation Plan (CSSP) or the Pension Plan of Certain Teachers (PPCT) 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 prescribed in subparagraph i) of paragraph a) of clause 7-1.31, he or she shall benefit from a waiver of his or her contributions to his or her pension plan (RREGOP, TPP, CSSP or PPCT) without losing any rights. 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 cancel or fail to renew the contract of the professional for the sole reason of his or her physical or mental impairment as long as the latter can receive salary insurance or work accident benefits as a result of the application of clause 7-1.31 or clauses 7-1.47 to 7-1.67 and then, clause 7-1.44. However, the fact that a professional does not avail himself or herself of clause 7-1.44 cannot prevent the board from cancelling or not renewing the contract of the said professional.

**7-1.34**

- a) The benefits paid under clause 7-1.31 are reduced by the initial amount of all disability benefits paid to a professional by virtue of a provincial or federal law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23), regardless of subsequent increases in basic benefits arising from indexation.
- b) When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the professional's gross taxable income shall be 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 professional's gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and this agreement.
- c) The board shall deduct one tenth (1/10) of a day from the bank of sick-leave days per day used under subparagraph i) of paragraph a) of clause 7-1.31 if the professional receives benefits from the Société de l'assurance automobile du Québec.
- d) As of the sixty-first (61<sup>st</sup>) day from the beginning of a disability, the professional who is presumed to be entitled to a disability benefit under a provincial or federal law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23), must, upon written request by the board, accompanied by the appropriate forms, request such a benefit and meet all the obligations which may follow from such a request. However, the reduction of the benefit prescribed in clause 7-1.31 is made only from the moment when the professional is recognized as eligible and actually begins to receive the benefit prescribed by law. In the case where a benefit prescribed by law is granted retroactively to the first day of the disability, the professional shall reimburse the board, as the case may be, for the portion of the benefit prescribed under clause 7-1.31 as a result of the application of paragraph a) of this clause.
- e) Every professional who receives a disability benefit paid by virtue of a provincial or federal law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23), must, in order to be entitled to salary insurance benefits under clause 7-1.31, notify the board of the amount of the weekly disability benefit 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 RRQ which administer a disability benefit plan from which he or she receives benefits.

**7-1.35**

Payment of this benefit shall terminate at the latest on the date the professional begins his or her retirement.

**7-1.36**

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the professional 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 prescribed in clause 7-1.31 shall begin on the date of the professionals' return to work.

**7-1.37**

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board, subject, however, to the professional providing the supporting documents as required in clause 7-1.38.

**7-1.38**

At any time, the authority designated by the board may require that the professional who is absent because of disability provide 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 professional is absent for less than four (4) days. The authority designated by the board may also require an examination of the professional concerned in connection with any absence. The cost of the examination as well as the professional's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her place of work shall be borne by the board.

Upon the professional's return to work, the authority designated by 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 professional's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her place of work shall be borne by the board. If the professional's physician and the board's physician disagree, the board and the union shall choose a third physician within fifteen (15) days, failing which, the two (2) physicians shall agree, within the following thirty (30) days, on the choice of a third (3<sup>rd</sup>) physician whose decision cannot be appealed.

The board must treat the medical certificates and medical examination results in a confidential manner.

**7-1.39**

When payment of benefits is refused by reason of presumed nonexistence or termination of any disability, the professional may appeal the decision according to the procedure for settling grievances.

**Section 8 Sick-leave days****7-1.40**

- a) On July 1 of every year, where applicable, the board shall credit each professional whose regular workweek includes the number of hours prescribed in article 9-1.00 and who is covered by this article with seven (7) sick-leave days. The days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year under subparagraph i) of paragraph a) of clause 7-1.31 or another provision of the collective agreement, at the rate of one two hundred sixtieth decimal nine (1/260.9) of the salary applicable on that date per day not used, the proportion of one two hundred sixtieth decimal nine (1/260.9) of the salary applying to the fraction of a day not used.



- b) However, the professional on a leave of absence without salary, a leave of absence with salary for educational purposes, a preretirement leave or receiving the benefits prescribed in subparagraph iii) of paragraph a) of clause 7-1.31 shall be credited a fraction of the seven (7) days of sick leave equal to the fraction of time he or she is in service.
- c) However, if the professional continues to receive the benefits prescribed in subparagraph ii) of paragraph a) of clause 7-1.31 on the first day of the work year, he or she shall, where applicable, be credited a fraction of the seven (7) days of sick leave insofar as he or she resumes his or her service with the board.
- d) Moreover, in the case of a first year of service of a professional who is not relocated within the framework of security of employment, the board shall add a credit of six (6) nonredeemable sick-leave days.
- e) If a professional was engaged in the course of a year and was granted fewer than six (6) nonredeemable sick-leave days, he or she shall be entitled, on the first day of the following work year, if he or she remains in the service of the same board, to the difference between (6) days and the number of nonredeemable sick-leave days granted to him or her on the effective date of his or her engagement.
- f) The professional 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 the collective agreement. The professional having made this choice shall add, on June 30, the balance of these seven (7) days, which are now nonredeemable, to the sick-leave days already accumulated.

#### 7-1.41

If a professional becomes covered by this article in the course of a school 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 professional is in service for half or more of the working days in that month.

Nevertheless, if a professional has used, in accordance with the collective 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 for the days thus used.

#### 7-1.42

In the case of a professional whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00, the number of days credited shall be calculated in proportion to the number of hours worked in relation to the number of hours prescribed in article 9-1.00.

#### 7-1.43

- a) The professional receiving, on the date of the coming into force of this agreement, benefits under subparagraphs i), ii) and iii) of paragraph a) of clause 7-1.31 of the 2005-2010 Provisions (P2) shall continue to be governed by those provisions for the duration of the disability period already begun, it being understood that the salary rate used to calculate his or her benefits is the salary applicable to him or her under this agreement.
- b) The effective date of the beginning of a period of disability shall not be modified by the coming into force of this agreement.
- c) The disabled professional who is not entitled to any benefit on the date of the coming into force of this agreement shall be covered by the salary insurance plan prescribed in this agreement as of his or her return to work or when he or she begins a new period of disability.

**Section 9 Former banks of sick-leave days****7-1.44**

- a) The professionals<sup>1</sup> who were entitled to redeemable sick-leave days shall retain their right to be reimbursed for the value of the redeemable days accumulated up to December 31, 1973 in conformity with the provisions of the previously applicable collective agreements or a regulation of the board having the same effect, it being stipulated that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service both before and after June 30, 1973.

The value shall be determined on the basis of the salary on June 30, 1973 and shall bear interest at the rate of five percent (5%) compounded yearly. However, the interest resulting from this annual rate of interest shall be effective from January 1, 1974 to June 30, 1974 and, thereafter, from July 1 to June 30 of each subsequent school year. The provisions shall not, however, change the value already set for the redeemable sick-leave days the value of which has been determined under a former agreement or a regulation of the board having the same effect.

- b) The value of redeemable days to a professional's credit may be used to pay for the cost of buying back previous years of service as prescribed in the provisions of the pension plans (TPP, RREGOP and PPCT).
- c) Notwithstanding clause 7-1.45, the redeemable sick-leave days to a professional's credit on December 31, 1973 may also be used, at the rate of one (1) day per day, for purposes other than illness, when the former collective agreements or a regulation of the board having the same effect provided for such use. Similarly, the redeemable sick-leave days to a professional's credit on December 31, 1973 may also be used, at the rate of one (1) day per day, for purposes other than illness, namely: the leave mentioned in article 7-2.00 or to extend the professional's disability leave upon the termination of the benefits prescribed in subparagraph iii) of paragraph a) of clause 7-1.31 or for a preretirement leave. The professional may also use the nonredeemable sick-leave days to his or her credit, at the rate of one (1) day per day, to extend his or her disability leave upon the termination of the benefits referred to in subparagraph iii) of paragraph a) of clause 7-1.31 and the leave mentioned in article 7-2.00, provided he or she has already used up his or her redeemable sick-leave days (except those prescribed in subparagraph i) of paragraph a) of clause 7-1.31).
- d) The redeemable sick-leave days to a professional's credit on December 31, 1973 as well as the nonredeemable sick-leave days to his or her credit may also be used, at a rate of one (1) day per day, up to a maximum of ten (10) days per year, to be added to the vacation period of the professional who has thirty (30) years or more of continuous service within the meaning of clause 8-1.01. The provisions of this paragraph shall also apply to the professional who is fifty-five (55) years of age even if he or she does not have the required thirty (30) years of continuous service within the meaning of clause 8-1.01.
- e) The redeemable sick-leave days to a professional's credit on December 31, 1973 shall be considered as used on that date when used under this clause or any other clause of this article.

**7-1.45**

The professional who, in accordance with the agreement in effect on June 30, 1975 or the Administrative and Salary Policy for Professionals (document 27-10), as the case may be, chose not to use his or her redeemable sick-leave days shall be considered as retaining that choice for the duration of this agreement. However, the professional may modify his or her choice by so advising the board in writing.

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<sup>1</sup> For the purposes of determining the benefits related to the previous banks of sick-leave days, professionals whose association was represented by the Fédération des professionnels des services éducatifs du Québec in 1983-1985 shall remain governed by clause 5-10.41 of the 1983-1985 P-1 agreement or, where applicable, by clause 5-10.43 of the 1983-1985 P-2 agreement. However, the fifty-five (55) years of age prescribed in paragraph d) of clause 7-1.44 of this agreement applies to the same professionals.

**7-1.46**

The sick-leave days to a professional's credit on July 1, 2010, 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 the 2005-2010 Provisions (P2) and, as of July 1, 2011, those credited under clause 7-1.40;
- b) after having used up the days mentioned in subparagraph a), the other redeemable days to the professional's credit;
- c) after having used up the days mentioned in subparagraphs a) and b), the nonredeemable days to the professional's credit.

**Section 10 Work accidents and occupational diseases****7-1.47**

The provisions under this section apply to the professional 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 professional who suffered a work accident before August 19, 1985 and who is still absent for that reason shall remain covered by the Workmen's Compensation Act (R.S.Q., c. A-3) as well as by clauses 5-10.47 to 5-10.67 of the 1983-1985 collective agreement.

**7-1.48**

The provisions of this section corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) apply insofar as the provisions of the Act apply to the board.

**Definitions****7-1.49**

For the purpose of this section, the following terms and expressions mean:

- a) work accident: a sudden and unforeseen event, attributable to any cause, which happens to a professional, 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 professional is foreseeable;
- c) suitable employment: an appropriate position that allows a professional who has suffered an employment injury to use his or her remaining ability to work and his or her 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 professional, considering his or her injury;
- d) equivalent employment: a position of a similar nature to that held by the professional when he or she suffered the employment injury, from the standpoint of the 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-5);
- f) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

An injury or a disease which is solely due to gross and voluntary negligence on the part of the professional who suffers or contracts such an injury or disease shall not be an employment injury unless it results in the professional'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**

#### **7-1.50**

The professional must inform the board of the details concerning the employment injury before leaving the institution where he or she works, if he or she is able to do so, if not, as soon as possible. Moreover, he or she shall provide a medical certificate to the board in conformity with the Act if the employment injury which he or she suffers renders him or her unable to perform his or her duties after the day on which it manifested itself.

#### **7-1.51**

The board shall inform the union of every work accident or occupational disease which a professional has suffered or contracted as soon as it is brought to its attention.

#### **7-1.52**

The professional may be accompanied by the union delegate to any meeting with the board concerning an employment injury which he or she has suffered; in this case, the union delegate may temporarily interrupt his or her work without loss of salary or reimbursement after having obtained the permission of his or her immediate superior; permission cannot be refused without a valid reason.

#### **7-1.53**

- a) The board must immediately give first aid to a professional who has suffered an employment injury and, if need be, provide transportation to a health establishment, to a health professional or to the professional's residence as required by his or her condition.
- b) The cost of transportation of the professional shall be assumed by the board, which shall reimburse it, if such is the case, to the person who incurred it.
- c) The professional shall have the choice of the health establishment, where possible. If the professional is unable to express his or her choice, he or she must accept the health establishment chosen by the board but may later change for the health establishment of his or her choice.
- d) The professional shall be entitled to receive care from the health professional of his or her choice.

#### **7-1.54**

The board may require that a professional who has suffered an employment injury undergo an examination by a health professional that it designates in accordance with the Act but must state its reasons for doing so. The cost of the examination and, where applicable, the transportation costs shall be reimbursed according to clause 7-1.38.

## Group plans

### 7-1.55

The professional who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan mentioned in clause 7-1.30 and by the health insurance plan mentioned in clause 7-1.09.

The professional shall benefit, without losing any rights, from the waiver of his or her contributions to the pension plan (TPP, CSSP, RREGOP or PPCT). The provisions concerning the waiver of such contributions are an integral part of the pension plan provisions and the resulting costs shall be shared as is the case with any other benefit.

The waiver shall no longer apply when the employment injury has consolidated or the professional is assigned temporarily as provided for in clause 7-1.61.

### 7-1.56

In the case where the date of consolidation of the employment injury is prior to the one hundred and fourth (104<sup>th</sup>) week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan mentioned in clause 7-1.31 shall apply, subject to the second paragraph of this clause, if the professional is still disabled within the meaning of clause 7-1.03 and, in this case, the date of the beginning of such absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 7-1.31 and 7-1.44.

However, for the professional who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 7-1.31, the salary insurance plan mentioned in this clause shall apply to make up the difference if the professional is still disabled within the meaning of clause 7-1.03 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 7-1.31 and 7-1.44.

### 7-1.57

The bank of sick-leave days of a professional shall not be reduced for the days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the date of consolidation of the employment injury as well as for the absences provided for in clause 7-1.67.

## Salary

### 7-1.58

As long as a professional is entitled to the income replacement indemnity but no later than the date of consolidation of the employment injury he or she has suffered, he or she shall be entitled to his or her salary as if he or she were at work subject to the following provisions. His or her gross taxable salary shall be determined in the following manner: the board shall deduct the equivalent of all amounts required by law and this 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 dues required by law and this agreement.

For the purpose of this clause, the salary to which the professional is entitled includes, where applicable, premiums for regional disparities.

### 7-1.59

Subject to clause 7-1.58, the Commission de la santé et de la sécurité du travail shall reimburse the board the amount corresponding to the income replacement indemnity set by the Commission de la santé et de la sécurité du travail.

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

### **Right to return to work**

#### **7-1.60**

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

#### **7-1.61**

The board may temporarily assign work to a professional while awaiting the professional to again become able to resume his or her position or a suitable or equivalent position even if his or her employment injury has not consolidated, the foregoing as prescribed by the Act.

#### **7-1.62**

Once his or her employment injury has consolidated, the professional shall resume his or her position or another position to which he or she is reassigned or transferred by the board in accordance with the other provisions of this agreement. If the position is abolished, the professional shall be entitled to the benefits he or she would have had had he or she been at work.

#### **7-1.63**

A professional who, although unable to resume his or her duties because of an employment injury but who may be able to use his or her remaining ability and his or her qualifications to work shall be entitled to hold, in accordance with clause 7-1.64, an equivalent position or a suitable available position that the board intends to fill provided that he or she is able to do so.

#### **7-1.64**

The exercise of the right mentioned in clause 7-1.63 shall be subject to the terms and conditions which follow:

- a) if it involves a professional position or another position:
  - i) the professional shall submit his or her application in writing;
  - ii) the professional has the required qualifications and meets the other requirements determined by the board;
  - iii) the applicable collective agreement so permits;
- b) the right of the professional 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.

#### **7-1.65**

The professional who obtains a position referred to in clause 7-1.63 shall benefit from an adaptation period of thirty (30) working days; at the end of that period, the professional cannot keep the position if the board deems he or she is unable to perform his or her duties adequately. In such a case, the professional shall be considered as not having exercised the right prescribed in clause 7-1.63 and may again benefit from this clause.

#### **7-1.66**

Notwithstanding any provision to the contrary, the professional who obtains a position referred to in clause 7-1.63 shall receive the salary of his or her new position.

**7-1.67**

Once the professional who has suffered an employment injury returns to work, the board shall pay him or her his or her salary within the meaning of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), including the premiums for regional disparities to which he or she is entitled, where applicable, for each day or part of day during which he or she must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity of his or her personal rehabilitation program.

**ARTICLE 7-2.00 PARENTAL RIGHTS****Section 1 General provisions****7-2.01**

The maternity leave allowances prescribed in Section 2 and the paternity leave or adoption allowances prescribed in Section 4 shall only be paid as supplements to the parental insurance or Employment Insurance benefits, as the case may be, or in the cases prescribed below, as payments during a period of absence during which the Québec Parental Insurance Plan (QPIP) and the Employment Insurance Plan (EIP) does not provide any benefits.

However, maternity, paternity or adoption leave allowances shall be paid only during the weeks the professional receives or would receive, after submitting an application for benefits, benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.

In the case where the professional shares the adoption or parental benefits prescribed by the Québec Parental Insurance Plan or the Employment Insurance Plan with his or her spouse, allowances shall be paid only if the professional actually receives a benefit under either plan during the maternity leave prescribed in clause 7-2.05, the paternity leave prescribed in paragraph B) of clause 7-2.23 or the adoption leave prescribed in paragraph C) of clause 7-2.27.

**7-2.02**

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

**7-2.03**

- A) The board shall not reimburse a professional for an amount that could be claimed from the professional by the Minister of Employment and Social Solidarity under the Act respecting parental insurance (R.S.Q., c. A-29.011).

The board shall not reimburse the professional for the amounts that Human Resources and Skills Development Canada (HRSDC) could require her to pay under the Employment Insurance Act (S.C. 1996, c. 23).

- B) Moreover, the basic weekly salary<sup>1</sup>, deferred basic weekly salary and severance payments shall not be increased or decreased by the amounts received under the Québec Parental Insurance Plan or the Employment Insurance Plan.

**7-2.04**

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

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<sup>1</sup> "Basic weekly salary" means the regular salary of the professional including the regular salary supplement for a regularly increased workweek as well as the premiums for responsibility to the exclusion of the others without any additional remuneration even for overtime.

## Section 2 Maternity leave

### 7-2.05

- A) The duration of a pregnant professional's maternity leave:
- eligible for benefits under the Québec Parental Insurance Plan is twenty-one (21) weeks;
  - eligible for benefits under the Employment Insurance Plan is twenty (20) weeks;
  - ineligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan is twenty (20) weeks.

The weeks of maternity leave must be consecutive, subject to paragraphs A) and B) of clause 7-2.09.

- B) The professional who becomes pregnant while on a leave without salary or a part-time leave without salary prescribed in this article shall also be entitled to a maternity leave, as defined in paragraph A) and to the allowances prescribed in clause 7-2.10, 7-2.11 or 7-2.13, where applicable.
- C) Should the professional's spouse die, the remainder of the maternity leave and the inherent rights and benefits shall be transferred to the professional.
- D) A professional shall also be entitled to the maternity leave in cases where there is a miscarriage after the beginning of the twentieth (20<sup>th</sup>) week prior to the expected date of delivery.

### 7-2.06 Distribution of leave

The distribution of maternity leave, before and after delivery, shall be decided by the professional and shall include the day of delivery. However, the leave of the professional eligible under the Québec Parental Insurance Plan shall be concurrent with the period during which benefits are paid under the Act respecting parental insurance (R.S.Q., c. A-29.011) and must begin no later than the week following the start of benefits payment under the Québec Parental Insurance Plan.

### 7-2.07 Advance notice

To obtain maternity leave, a professional must give written notice to the board at least two (2) weeks before the date of her departure. Such a notice must be accompanied by a medical certificate or a written report signed by the midwife confirming the pregnancy and the due date.

The time limit for giving prior notice may be less if a medical certificate confirms that the professional must leave her job sooner than expected. In the case of an unforeseen event, the professional shall be exempted from the formality of the notice provided that she give the board a medical certificate stating that she had to leave her job immediately.

### 7-2.08 Extension of maternity leave

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

The maternity leave may also be extended if the state of health of the child or of the professional requires it. The duration of extended maternity leave shall be specified in the medical certificate provided by the professional.

During those extensions, the professional is considered on leave without salary and shall not receive any allowance or benefit from the board. The professional is entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16 during the first six (6) weeks and, subsequently, to the benefits prescribed in clause 7-2.34 during those extensions.



**7-2.09 Suspension and division of maternity leave****A) Suspension of maternity leave**

A professional who has sufficiently recovered from delivery, but whose child must remain in the health establishment may interrupt her maternity leave by returning to work. It is completed when the child is brought home.

Moreover, a professional who has sufficiently recovered from delivery, but whose child is hospitalized after leaving the health establishment may suspend her maternity leave, upon agreement with the board, by returning to work for the period during which the child is hospitalized.

**B) Division of maternity leave**

- a) Upon a professional's request, a maternity leave may be divided into weeks if her child is hospitalized or due to a situation, other than illness related to pregnancy, covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q, c. N-1.1).
- b) The maximum number of weeks during which the maternity leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For other possible divisions, the maximum number of weeks during which the leave is suspended is that prescribed in the Act respecting labour standards (R.S.Q, c. N-1.1) for such a situation.

During those suspensions, the professional is considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall receive the benefits prescribed in clause 7-2.34 during those suspensions.

**C) Resuming the suspended or divided maternity leave**

When the professional resumes the maternity leave suspended or divided under paragraph A) or B) of this clause, the board shall pay the professional the allowance to which she would have been entitled had she not availed herself of such a suspension or division for the number of remaining weeks under clause 7-2.10, 7-2.11 or 7-2.13, as the case may be, subject to clause 7-2.01.

**7-2.10 Cases eligible for the Québec Parental Insurance Plan**

A professional who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the Québec Parental Insurance Plan is also entitled to receive for the twenty-one (21) weeks of her maternity leave an allowance equal to the difference between ninety-three percent (93%)<sup>2</sup> of her basic weekly salary and the maternity or parental benefits under the Québec Parental Insurance Plan that she is receiving or would receive after submitting an application.

Such an allowance shall be calculated on the basis of the Québec Parental Insurance Plan benefits to which a professional is entitled without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance (R.S.Q., A-29.011).

However, if the benefit paid under the Québec Parental Insurance Plan is modified as a result of a change in the information provided by the board, the latter shall adjust the allowance accordingly.

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<sup>1</sup> The absent professional shall accumulate service if her absence is authorized, particularly for disability, and includes benefits or remuneration.

<sup>2</sup> Ninety-three percent (93%): this percentage was set to take into account the fact that the professional in this situation is exonerated from contributing to the pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan, which contribution equals, on average, seven percent (7%) of her salary.

A professional who works for more than one employer shall receive an allowance equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the board and the amount of Québec Parental Insurance Plan benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the professional shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of benefits paid to her under the Act respecting parental insurance (R.S.Q., c. A-29.011).

#### **7-2.11 Cases ineligible for the Québec Parental Insurance Plan (QPIP) but eligible for the Employment Insurance Plan (EIP)**

The professional who has accumulated twenty (20) weeks of service<sup>1</sup> and who receives benefits under the Employment Insurance Plan, without being eligible for benefits under the Québec Parental Insurance Plan, shall be entitled during her maternity leave to receive:

- a) for each week of the waiting period stipulated in the Employment Insurance Plan, an allowance equal to ninety-three percent (93%)<sup>2</sup> of her basic weekly salary;
- b) subsequently, for each week following the period prescribed in subparagraph a), an allowance equal to the difference between ninety-three percent (93%) of her basic weekly salary and the maternity or parental benefit she is receiving under the Employment Insurance Plan until the end of the twentieth (20<sup>th</sup>) week of the maternity leave.

Such an allowance shall be calculated on the basis of the Employment Insurance benefits to which a professional is entitled without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the Employment Insurance Plan.

However, if the Employment Insurance benefit paid is modified as a result of a change in the information provided by the board, the latter shall adjust the allowance accordingly.

A professional who works for more than one employer shall receive an allowance equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the board and the percentage of Employment Insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the professional shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid to her by Human Resources and Skills Development Canada.

Moreover, if Human Resources and Skills Development Canada reduces the number of weeks of Employment Insurance benefits to which the professional would otherwise have been entitled had she not availed herself of the Employment Insurance benefits before her maternity leave, the professional shall continue to receive, for a period equivalent to the weeks deducted by Human Resources and Skills Development Canada, the additional allowance prescribed in the first paragraph of subparagraph b) as if she had, during that period, availed herself of the Employment Insurance benefits.

#### **7-2.12**

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

Notwithstanding the provisions of the preceding paragraph, the board shall pay the allowance if the professional proves that the salary earned from another employer constitutes usual salary by means of a letter to this effect from the employer who pays it. If the professional proves that only a portion of this salary is usual, the allowance shall be limited to that portion.

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<sup>1</sup> The absent professional shall accumulate service if her absence is authorized, particularly for disability, and includes benefits or remuneration.

<sup>2</sup> Ninety-three percent (93%): this percentage was set to take into account the fact that the professional in this situation is exonerated from contributing to the pension plans and the Employment Insurance Plan which contribution equals, on average, seven percent (7%) of her salary.

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

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

### **7-2.13 Cases ineligible for the Québec Parental Insurance Plan and the Employment Insurance Plan**

The professional ineligible under the Québec Parental Insurance Plan, the Employment Insurance Plan and any other parental rights plan established by another province or territory shall also be excluded from any other allowances prescribed in clauses 7-2.10 and 7-2.11.

However, the professional whose workweek includes:

- a) the number of hours prescribed in article 9-1.00 and who has accumulated twenty (20) weeks of service shall be entitled to an allowance equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks;
- b) fewer hours than the hours prescribed in article 9-1.00 and who has accumulated twenty (20) weeks of service shall be entitled to an allowance equal to ninety-five percent (95%) of her basic weekly salary for twelve (12) weeks.

If the professional is exonerated from contributing to the pension plans and to the Québec Parental Insurance Plan, the percentage of the allowance shall be set at ninety-three percent (93%) of her basic weekly salary.

### **7-2.14 In the cases mentioned in clauses 7-2.10, 7-2.11 and 7-2.13**

- A) No allowance may be paid during the vacation period for which a professional is paid.
- B) In the case of a professional eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, the allowance owing shall be paid by the board at two (2)-week intervals, the first instalment need only be paid fifteen (15) days after the board receives proof that she is receiving benefits under either plan. For purposes of this paragraph, a benefit statement or information provided by the Ministry of Employment and Social Solidarity or Human Resources and Skills Development Canada to the board in an official statement is considered as proof.
- C) Service shall be calculated with all the employers in the public and parapublic sectors (civil service, education, health and social services), health and social services agencies, all bodies for which professionals are subject to conditions of employment or salary scales or standards which by law are determined or approved 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 referred to 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' service under clause 7-2.10, 7-2.11 or 7-2.13 is deemed to have been met, where applicable, when the professional meets this requirement with one of the employers mentioned in paragraph C).

For information purposes, the following bodies are included:

Agence des partenariats public-privé du Québec  
Agence métropolitaine de transport  
Autorité des marchés financiers  
Bibliothèque et Archives nationales du Québec  
Caisse de dépôt et placement du Québec  
Centres d'aide juridique  
Commission de la capitale nationale  
Commission de la construction du Québec

Commission de reconnaissance des associations d'artistes et des associations de producteurs  
Commission des droits de la personne et des droits de la jeunesse  
Commission des services juridiques  
Conseil des arts et des lettres du Québec  
Conseil des services essentiels  
Corporation d'hébergement du Québec  
Corporation d'urgence-santé de la région de Montréal Métropolitain  
École nationale de police du Québec  
École nationale des pompiers du Québec  
Financement-Québec  
Fondation de la faune du Québec  
Fonds de la recherche en santé du Québec  
Fonds d'indemnisation du courtage immobilier  
Fonds québécois de la recherche sur la nature et les technologies  
Fonds québécois de la recherche sur la société et la culture  
Héma-Québec  
Institut national de la santé publique  
Investissement Québec  
Musée d'art contemporain de Montréal  
Musée de la civilisation  
Musée national des beaux-arts du Québec  
Office de la sécurité du revenu des chasseurs et piégeurs criss  
Office Québec-Amériques pour la jeunesse  
Protecteur du citoyen  
Régie de l'énergie  
Régie des installations olympiques  
Société de développement des entreprises culturelles  
Société de la Place des Arts de Montréal  
Société de télédiffusion du Québec (Télé-Québec)  
Société des alcools du Québec  
Société des établissements de plein air du Québec  
Société des loteries du Québec  
Société du Centre des congrès de Québec  
Société du Grand théâtre de Québec  
Société du Palais des congrès de Montréal  
Société du parc industriel et portuaire de Bécancour  
Société immobilière du Québec  
Société Innovatech Régions Ressources  
Société Innovatech Québec et Chaudières-Appalaches  
Société Innovatech du sud du Québec  
Société québécoise d'assainissement des eaux  
Société québécoise d'information juridique  
Société québécoise de récupération et de recyclage

- D) The basic weekly salary of the professional whose workweek includes fewer hours than the hours prescribed in article 9-1.00 is the average basic weekly salary that she received during the last twenty (20) weeks preceding her maternity leave.

If, during that period, the professional received benefits based on a certain percentage of her regular salary, it is understood that, for calculation purposes, the professional's basic weekly salary during her maternity leave is the basic salary on the basis of which the benefits were determined.

However, any period during which the professional on special leave as provided for in clause 7-2.20 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 the professional whose workweek has fewer hours than the hours prescribed in article 9-1.00 includes the date of the increase of the salary rates and scales, the basic weekly salary shall be calculated on the basis of the salary rate in force on that date. If, on the other hand, the maternity leave includes that date, the basic weekly salary shall change on that date according to the applicable salary scale adjustment formula.

The provisions of paragraph D) constitute one of the express stipulations in clause 7-2.04.

- E) In the case where the nontenured regular professional is nonreengaged because of surplus, the maternity leave benefits to which she is entitled under the collective agreement and paid by the board shall terminate as of the date of the nonreengagement.

Subsequently, in the case where the professional is reengaged under the priority of employment provided for in clause 5-6.06, the maternity leave benefits shall be reestablished as of the date of the reengagement.

In this case, the weeks for which the professional received maternity leave benefits and the weeks included in the period during which she was nonreengaged shall be deducted from the number of weeks to which the professional is entitled under clause 7-2.10, 7-2.11 or 7-2.13, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks remaining under clause 7-2.10, 7-2.11 or 7-2.13, as the case may be.

#### **7-2.15**

During the maternity leave and the first six (6) weeks of the extended leave prescribed in clause 7-2.08, the professional, insofar as she is normally entitled to it, shall benefit from the following:

- life insurance plan;
- health insurance plan by paying his or her share;
- accumulation of vacation and payment made in lieu thereof;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for security of employment purposes;
- right to apply for a position that is posted and to obtain it in accordance with the provisions of the collective agreement as if she were at work.

#### **7-2.16**

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

#### **7-2.17**

The maternity leave may be of shorter duration than that prescribed in clause 7-2.05. If the professional 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.

#### **7-2.18**

During the fourth (4<sup>th</sup>) week preceding the termination of the maternity leave, the board must send the professional a notice indicating the anticipated date of the termination of the said leave.

The professional to whom the board has sent such a notice must report to work upon the termination of the maternity leave, unless such leave is extended as provided for in clause 7-2.33.

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

#### **7-2.19**

When she returns from her maternity leave, the professional shall return to her position or, where applicable, a position obtained at her request during her leave, in accordance with the provisions of the collective agreement. If the position is abolished, the professional shall be entitled to the benefits she would have had had she been at work at that time.

### Section 3 Special leaves regarding pregnancy and breastfeeding

#### 7-2.20 Temporary assignment and special leave

- A) The professional may request to be temporarily assigned to another position, whether vacant or temporarily vacant, in the same employment group or, if she agrees and subject to the provisions of the agreement, in another employment group, in the following cases:
- a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
  - b) her working conditions involve dangers for her child whom she is breastfeeding;
  - c) she works regularly at a cathode-ray screen.

The professional must present a medical certificate to this effect as soon as possible.

- B) When the board receives a request for a preventive reassignment, it shall immediately inform the union giving the name of the professional and the reasons supporting the request for preventive reassignment.
- C) The professional so assigned to another position shall retain the rights and privileges of her regular position.
- D) If the assignment is not carried out immediately, the professional shall be entitled to a special leave to begin immediately. Unless a temporary assignment arises afterward to cancel the special leave, the special leave shall terminate, for the pregnant professional, on the date of the birth and, for the professional who is breastfeeding, at the end of the period during which the child is breastfed. However, the special leave of the professional eligible for benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011) shall end as of the fourth (4<sup>th</sup>) week prior to the due date.
- E) During the special leave mentioned in this clause, the professional's allowance shall be governed by the provisions of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) concerning the preventive reassignment of the professional who is pregnant or who is breastfeeding.

However, following a written request to this effect, the board shall pay the professional an advance on the benefit to be received on the basis of the benefits that may be anticipated. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated benefit, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made under clause 6-10.05.

However, if the professional exercises her right to apply for a review of the CSST decision or to contest it before the Commission des lésions professionnelles, the reimbursement cannot be paid until the administrative review decision of the CSST or, where applicable, the decision of the Commission des lésions professionnelles has been rendered.

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

#### Other special leaves

##### 7-2.21

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

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; the special leave cannot be extended beyond the beginning of the fourth (4<sup>th</sup>) week preceding the due date;

- b) upon presentation of a medical certificate prescribing the duration, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20<sup>th</sup>) 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. In this case, the professional shall benefit from a special leave without loss of salary for a maximum of four (4) days, which may be taken in half-days.

#### **7-2.22**

During the special leaves granted under this section, a professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, insofar as she is normally entitled to them and in clause 7-2.19. The professional covered by clause 7-2.21 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of clause 7-2.21, the professional must first have used the four (4) days prescribed therein.

### **Section 4 Other parental leaves**

#### **Paternity leave**

#### **7-2.23**

##### **A) Paternity leave with salary for five (5) working days**

A professional shall be entitled to leave with salary for a maximum of five (5) working days upon the birth of his child. The professional shall also be entitled to such a leave if his spouse miscarries after the beginning of the twentieth (20<sup>th</sup>) week prior to the due date. This leave may be discontinuous and must be taken between the beginning of the actual delivery and the fifteenth (15<sup>th</sup>) day after the mother or child arrives home.

One (1) of the five (5) days may be taken for the child's christening or registration.

During the paternity leave, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, provided he is normally entitled to them and in clause 7-2.19.

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

The professional shall inform the board as soon as possible of the date on which he intends to take a paternity leave.

##### **B) Five (5)-week paternity leave**

Upon the birth of his child, a professional shall also be entitled to paternity leave of no more than five (5) weeks which, subject to paragraphs D) and E), must be consecutive. The leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

The paternity leave of a professional eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either plan and must begin no later than the week following the start of benefits payment.

A female professional whose spouse gives birth shall also be entitled to this leave if she is deemed to be one of the child's mothers.

The paternity leave shall be granted upon the professional's written request submitted at least three (3) weeks in advance. However, the time limit may be shorter if the birth takes place before the anticipated delivery date.

The request must indicate the anticipated expiry date of the leave.

The professional must report for work upon the expiry of the paternity leave, unless the latter is extended under clause 7-2.33.

The professional who does not comply with the preceding paragraph is considered on a leave without salary for a period not exceeding four (4) weeks. At the end of that period, the professional who has not reported for work is deemed to have resigned.

**C) Extension of paternity leave**

A professional who forwards to the board, prior to the expiry date of his paternity leave prescribed in the preceding paragraph B), a notice accompanied by a medical certificate attesting that the health of his child so requires, is entitled to an extended paternity leave. The duration shall be specified in the medical certificate.

During the extended leave, the professional is considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clause 7-2.34 during that period.

**D) Suspension of paternity leave**

When the child is hospitalized, the professional may interrupt the paternity leave prescribed in the preceding paragraph B), upon agreement with the board, and return to work for the period during which the child is hospitalized.

**E) Division of paternity leave**

Upon a professional's request, a paternity leave prescribed in the preceding paragraph B) may be divided if his child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q, c. N-1.1).

The maximum number of weeks during which the paternity leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For other possible divisions, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards (R.S.Q, c. N-1.1) for such a situation.

During those suspensions, the professional shall be considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clause 7-2.34 during that period.

**F) Resuming the suspended or divided paternity leave**

When the professional resumes the paternity leave suspended or divided under paragraphs D) and E) of this clause, the board shall pay the professional the allowance to which he would have been entitled had he not availed himself of such a suspension or division for the number of remaining weeks under paragraph B) of this clause, subject to clause 7-2.01.

**G) During the five (5)-week paternity leave, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16 as long as he is normally entitled to them, and in clause 7-2.19.**

**7-2.24 Cases Eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

A) During the five (5)-week paternity leave prescribed in paragraph B) of clause 7-2.23, the professional shall receive an allowance equal to the difference between his basic weekly salary and the amount of benefits that he is receiving or would receive had he submitted an application for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.

B) The allowance is based on the Québec Parental Insurance Plan or the Employment Insurance Plan benefits, as the case may be, to which a professional 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 (R.S.Q., c. A-29.011) or the Employment Insurance Plan.



However, if the Québec Parental Insurance Plan or Employment Insurance Plan benefit is modified as a result of a change in information provided by the board, the latter shall adjust the benefit accordingly.

A professional who works for more than one employer shall receive an allowance equal to the difference between one hundred percent (100%) of the basic salary paid by the board and the amount of the Québec Parental Insurance Plan or Employment Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the professional shall submit to each of his employers a statement of the weekly salary paid by each of them and of the amount of benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011) or HRSDC.

- C) The board may not offset, in the allowance it pays to the professional on paternity leave, the reduction in the Québec Parental Insurance Plan or Employment Insurance Plan benefits attributable to the salary earned from another employer.

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

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

The total amounts received by the professional during his paternity leave as Québec Parental Insurance Plan or Employment Insurance Plan benefits, compensation and salary cannot exceed the basic weekly salary paid by his board or, where applicable, employers.

**7-2.25 In the cases mentioned in paragraph B) of clause 7-2.23, paragraph A) of clause 7-2.24 and clause 7-2.26**

- A) No allowance may be paid during the vacation period for which a professional is paid.
- B) In the case of a professional eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, the allowance owing shall be paid by the board at two (2)-week intervals, the first instalment need only be paid fifteen (15) days after the board receives proof that he is receiving benefits under either plan. For purposes of this paragraph, a benefit statement or information provided by the Ministry of Employment and Social Solidarity or Human Resources and Skills Development Canada to the board in an official statement is considered as proof.
- C) The basic weekly salary of the professional whose workweek includes fewer hours than the hours prescribed in article 9-1.00 is the average basic weekly salary of the last twenty (20) weeks preceding the paternity leave.

If, during that period, the professional received benefits based on a certain percentage of his regular salary, it is understood that, for calculation purposes, his basic weekly salary during the paternity leave is the basic weekly salary on the basis of which the benefits were determined.

If the period of the last twenty (20) weeks preceding the paternity leave of the professional whose workweek is comprised of fewer hours than the hours prescribed in article 9-1.00 includes the date on which the salary rates and scales are increased, the basic weekly salary shall be determined on the salary rate in effect on that date. If, however, the paternity leave includes that date, the basic weekly salary shall change on that date according to the applicable salary scale adjustment formula.

The provisions of paragraph C) constitute one of the express stipulations in clause 7-2.04.

**7-2.26 Cases ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan**

A professional who is not entitled to benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan shall receive, during the paternity leave prescribed in paragraph B) of clause 7-2.23, a benefit equal to his basic weekly salary.

**Adoption leave and leave without salary for adoption purposes****Adoption leave****7-2.27****A) Leave for the adoption of a child other than the spouse's child**

A professional shall be entitled to leave with salary for a maximum of five (5) working days upon the adoption of a child other than his or her spouse's child. The leave may be discontinuous and must not be taken after fifteen (15) days of the child's arrival home.

One (1) of these five (5) days may be taken for the child's christening or registration.

The professional shall inform the board as soon as possible of the date on which he or she intends to take an adoption leave.

During the leave, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, provided he or she is normally entitled to them and in clause 7-2.19.

**B) Leave for the adoption of the spouse's child**

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

This leave may be discontinuous and must not be taken after fifteen (15) days of filing adoption papers.

The professional shall inform the board as soon as possible of the date on which he or she intends to take an adoption leave.

During the leave, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, provided he or she is normally entitled to them, and in clause 7-2.19.

**C) Five (5)-week adoption leave**

A professional who legally adopts a child, other than his or her spouse's child, is entitled to a maximum of five (5) weeks of adoption leave which subject to paragraph E) and F) of this clause must be consecutive. The leave must end no later than the fifty-second (52<sup>nd</sup>) week following the week of the child's arrival home.

For the professional eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, the leave shall be concurrent with the period during which benefits are paid under either plan and must begin no later than the week following the start of benefits payment.

The leave of a professional ineligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan 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.

The adoption leave shall be granted to a professional upon a written notice sent at least three (3) weeks in advance.

The notice must indicate the anticipated expiry date of the leave.

The professional to whom the board has sent such a notice must report for work on the date of expiry of the adoption leave, unless the leave is extended in the manner prescribed in clause 7-2.33.

A professional who does not comply with the preceding paragraph is deemed to be on leave of absence without salary for a period not exceeding four (4) weeks. The professional who does not report for work at the end of that period is deemed to have resigned.

**D) Extension of adoption leave**

A professional who forwards to the board, prior to the expiry date of the adoption leave prescribed in the preceding paragraph C), a notice accompanied by a medical certificate attesting that the health of his or her child so requires, is entitled to an extended adoption leave. The duration of the extended adoption leave is indicated on the medical certificate.

During the extended leave, the professional is considered to be on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clause 7-2.34 during that period.

**E) Suspension of adoption leave**

If the child is hospitalized, the professional may suspend the adoption leave prescribed in the preceding paragraph C), after agreement with the board, and return to work for the period during which the child is hospitalized.

**F) Division of adoption leave**

Upon a professional's request, an adoption leave prescribed in the preceding paragraph C) may be divided into weeks if his or her child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the adoption leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For other possible divisions, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the professional shall be considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clause 7-2.34 during the suspended leave.

**G) Resuming the suspended or divided adoption leave**

When the professional resumes the adoption leave suspended or divided under paragraphs E) and F), the board shall pay the professional 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 for the number of weeks remaining under paragraph C) of this clause, subject to clause 7-2.01.

**H) During the adoption leave prescribed in paragraph C) of this clause, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, provided he or she is normally entitled to them, and in clause 7-2.19.**

**7-2.28 Cases Eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

**A) During the five (5)-week adoption leave prescribed in paragraph C) of clause 7-2.27, the professional shall receive an allowance equal to the difference between his or her basic weekly salary and the amount of benefits that he or she is receiving or would receive had he or she submitted an application for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.**

- B) The allowance is based on the Québec Parental Insurance Plan or the Employment Insurance Plan benefits, as the case may be, to which a professional 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 (R.S.Q., c. A-29.011) or the Employment Insurance Plan.

However, if the Québec Parental Insurance Plan or Employment Insurance Plan benefit is modified as a result of a change in information provided by the board, the latter shall adjust the benefit accordingly.

A professional who works for more than one employer shall receive an allowance equal to the difference between the basic weekly salary paid by the board and the amount of the Québec Parental Insurance Plan or Employment Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the professional shall submit to each of his or her employers a statement of the weekly salary paid by each of them and the amount of benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011) or the Employment Insurance Plan.

- C) The board may not offset, in the allowance it pays to the professional on adoption leave, the reduction in the Québec Parental Insurance Plan or Employment Insurance Plan benefits attributable to the salary earned from another employer.

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

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

The total amounts received by the professional during his or her adoption leave as Québec Parental Insurance Plan or Employment Insurance Plan benefits, compensation or salary cannot exceed the basic weekly salary paid by the board or, where applicable, employers.

**7-2.29 In the cases mentioned in paragraph C) of clause 7-2.27, paragraph A) of clause 7-2.28 and clause 7-2.30**

- A) No allowance may be paid during the vacation period for which a professional is paid.
- B) In the case of a professional eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, the allowance owing shall be paid by the board at two (2)-week intervals, the first instalment need only be paid fifteen (15) days after the board receives proof that he or she is receiving benefits under either plan. For purposes of this paragraph, a benefit statement or information provided by the Ministry of Employment and Social Solidarity or Human Resources and Skills Development Canada to the board in an official statement is considered as proof.
- C) The basic weekly salary of the professional whose workweek includes fewer hours than the hours prescribed in article 9-1.00 is the average basic weekly salary of the last twenty (20) weeks preceding the adoption leave.

If during that period, the professional 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 weekly salary on the basis of which the benefits were determined.

If the period of the last twenty (20) weeks preceding the adoption leave of the professional whose workweek is comprised of fewer hours than the hours prescribed in article 9-1.00 includes the date on which the salary rates and scales are increased, the basic weekly salary shall be determined on the salary rate in effect on that date. If, however, the adoption leave includes that date, the basic weekly salary shall change on that date according to the applicable salary scale adjustment formula.

The provisions of paragraph C) constitute one of the express stipulations in clause 7-2.04.

### **7-2.30 Cases ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan**

A professional ineligible for adoption benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan who adopts a child, other than his or her spouse's child, shall receive, during the adoption leave prescribed in paragraph C) of clause 7-2.27, an allowance equal to his or her basic weekly salary.

### **Leave without salary for adoption purposes**

#### **7-2.31**

The professional is entitled, for the purposes of adopting a child, to a leave without salary of a maximum duration of ten (10) weeks as of assuming full responsibility for the child, except if it involves the spouse's child. The leave shall be granted upon a written request submitted at least two (2) weeks in advance.

#### **7-2.32**

The professional who travels outside Québec in order to adopt a child, other than the spouse's child, shall be granted, for that purpose and upon written request 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 leave for adoption purposes shall end no later than the week following the start of benefits payment under the Québec Parental Insurance Plan or the Employment Insurance Plan, as the case may be, and the provisions of paragraph C) of clause 7-2.27 apply.

During the leave without salary, the professional shall be entitled to the benefits prescribed in clause 7-2.34.

### **Leaves of absence and part-time leaves of absence for maternity, paternity or adoption**

#### **7-2.33**

A) The professional shall be entitled to a leave without salary for two (2) years immediately following one of the following leaves:

- a) the maternity leave prescribed in clause 7-2.05;
- b) the paternity leave prescribed in paragraph B) of clause 7-2.23.

However, the duration of the leave must not exceed the 125<sup>th</sup> week following the birth.

- c) the adoption leave prescribed in paragraph C) of clause 7-2.27.

However, the duration of the leave must not exceed the 125<sup>th</sup> week following the child's arrival home.

The professional whose workweek includes the number of hours prescribed in article 9-1.00 and who does not avail himself or herself of the leave of absence without salary shall be entitled to a part-time leave of absence without salary over a maximum period of two (2) years, but must not exceed the 125<sup>th</sup> week following the child's birth or arrival home.

The leave without salary shall be granted upon a written request submitted at least three (3) weeks in advance. In the case of a part-time leave without salary, the request must be submitted at least thirty (30) days in advance. The request must specify the return date and the schedule of the leave.

For the duration of a leave, the professional shall be authorized, upon a written request submitted to the board at least thirty (30) days in advance, to avail himself or herself once of one of the following changes:

- from a leave without salary to a part-time leave without salary or vice-versa, as the case may be;
- from a part-time leave without salary to a different part-time leave without salary.

The professional and the board shall agree on the date on which the change takes effect.

The professional whose workweek includes fewer hours than the regular workweek prescribed in article 9-1.00 shall also be entitled to the part-time leave without salary, but must not exceed the 125<sup>th</sup> week following the child's birth or arrival home. However, the other provisions of the collective agreement concerning the determination of the number of working hours continue to apply.

In the case of a professional whose regular workweek includes the number of hours prescribed in article 9-1.00 and who takes a part-time leave without salary and if the board disagrees on the number of days off per week, the professional shall be entitled to a maximum of two and a half (2.5) days off per week or the equivalent up to two (2) years. The board and the professional shall agree on the terms of the leave. Failing agreement on the distribution of the days, the board shall effect the distribution. If the professional is not satisfied with the distribution carried out by the board, he or she may renounce such a leave.

In the case of a professional whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00 and who takes a part-time leave without salary, the board and the professional shall agree on the schedule of such a leave. Failing agreement, the board shall proceed with the scheduling of the leave. If the professional is not satisfied with the board's schedule, he or she may renounce such a leave.

A professional who does not take the leave of absence without salary or the part-time leave of absence without salary may take the leave unused by his or her spouse either as a leave of absence without salary or a part-time leave of absence without salary after following the necessary procedures.

If the professional's spouse is not employed in the public or parapublic sector, the professional may avail himself or herself of one of the above leaves, at a time of his or her choosing, within the two (2) years following the birth or adoption, without however exceeding the set limit of two (2) years from the date of the birth or adoption.

During a part-time leave without salary, the professional shall retain the right, if he or she has such a right, to use the days of sick leave prescribed in article 7-1.00.

- B) The professional who does not use the leave prescribed in paragraph A) may benefit after the birth or adoption of his or her child from a leave without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the professional chooses and ends no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after he or she assumes full legal responsibility for the child.

#### **7-2.34**

During the leave of absence without salary, the professional shall accumulate seniority and retain experience. He or she shall also 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 remaining weeks of the leave. Moreover, he or she may continue to participate in the applicable supplemental insurance plans, provided he or she so requests at the beginning of the leave and pays all premiums.

During the part-time leave of absence without salary, the professional shall also accumulate his or her seniority on the same basis as prior to the leave and, for the proportion of hours worked, he or she shall be governed by the provisions applicable to a professional whose workweek includes fewer hours than the hours of the regular workweek prescribed in article 9-1.00.

Notwithstanding the preceding paragraphs, the professional 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 of absence without salary or part-time leave of absence without salary.

#### **7-2.35**

A professional may take his or her postponed annual vacation immediately before his or her leave of absence without salary or part-time leave of absence without salary, provided there is no interruption with his or her paternity, maternity or adoption leave, as the case may be.

#### **7-2.36**

A professional who has been notified four (4) weeks in advance by the board of the date of expiry of a leave of absence without salary must give advance notice of his or her return to work at least two (2) weeks before expiry of the said leave. If the professional fails to report for work on the scheduled date of return, the professional is deemed to have resigned.

A professional who wishes to end his or her leave without salary before the scheduled expiry date must give written notice of his or her intent to return to work at least twenty-one (21) days in advance. In the case of a leave without salary exceeding fifty-two (52) weeks, such a notice shall be submitted at least thirty (30) days in advance.

#### **7-2.37**

Upon a professional's request, a leave without salary may be divided, before the expiry of the first fifty-two (52) weeks, if his or her child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q, c. N-1.1).

The maximum number of weeks during which the leave without salary may be suspended corresponds to the number of weeks during which the child is hospitalized. For other possible divisions, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards (R.S.Q, c. N-1.1) for such a situation.

During those suspensions, the professional is considered to be on leave without salary and shall not receive any allowance or benefit from the board. The professional shall also be entitled to the benefits prescribed in clause 7-2.34 during the suspended leave.

#### **7-2.38**

Upon his or her return from the leave without salary or part-time leave without salary, the professional shall be reinstated in his or her position. If the position is abolished, the professional shall be entitled to the benefits he or she would have had had he or she been at work.

#### **7-2.39 Leaves for parental responsibilities**

A leave without salary or a part-time leave without salary for a maximum of one (1) year shall be granted to a professional whose minor child experiences socio-emotional problems or whose minor child is handicapped or ill and who requires his or her care. The board and the professional shall agree on the terms and conditions of the leave. Failing agreement, the board shall determine the terms and conditions of the leave. If the professional is not satisfied with the terms and conditions determined by the board, he or she may renounce such a leave.

### **Section 5 Miscellaneous provisions**

#### **7-2.40 Premium for regional disparities**

The professional who receives a premium for regional disparities under this agreement shall receive the premium during her maternity leave prescribed under Section 2.

Notwithstanding the foregoing, the total amounts that a professional receives in Employment Insurance benefits, allowances and premiums cannot exceed ninety-five percent (95%) of the amount that makes up her basic weekly salary and the premium for regional disparities.

The professional on an adoption leave prescribed in paragraph C) of clause 7-2.27 and the professional on a paternity leave prescribed in paragraph B) of clause 7-2.23 is entitled to one hundred percent (100%) of the premium for regional disparities during either leave.

**7-2.41**

Any allowance or benefit prescribed in this article the payment of which began prior to a strike or lockout shall continue to be paid during the strike or lockout.

**7-2.42**

If it has been established before an arbitrator that a regular professional who has not completed the probation period prescribed in clause 5-2.02 was on a maternity leave or a leave without salary or part-time leave without salary to extend a maternity leave and that the board nonreengaged her, the board must prove that it terminated the professional's employment for reasons other than that of having used the maternity leave or leave without salary or part-time leave without salary.

**7-2.43**

Should any changes occur in the Québec Parental Insurance Plan, the Employment Insurance Act (S.C. 1996, c. 23) or the Act respecting labour standards (R.S.Q., c. N-1.1) with respect to parental rights, it is agreed that the parties shall meet to discuss the possible implications of the changes on the current parental rights plan.

**ARTICLE 7-3.00      SPECIAL LEAVES****7-3.01**

The professional shall be entitled to certain leaves without loss of salary up to a maximum of twelve (12) working days per year, the said days being noncumulative and nonredeemable.

**7-3.02**

To take into account special circumstances, the board and the union may agree, within the framework of a local arrangement, on the distribution of the twelve (12) days; failing agreement, the following distribution shall apply:

- a) in the event of the death of his or her spouse or child: a maximum of five (5) consecutive days, working days or not, beginning the day of the death;
- b) in the event of the death of his or her father, mother, brother or sister: a maximum of five (5) consecutive days, working days or not, beginning the day of the death;
- c) in the event of the death of his or her parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, granddaughter: the day of the funeral;
- d) the baptism of his or her child: the day of the event;
- e) the marriage or civil union of his or her father, mother, brother, sister, child: the day of the wedding or civil union;
- f) the taking of the habit, ordination, the taking of perpetual vows of his or her child, brother, sister: the day of the event;
- g) the marriage or civil union of the professional: a maximum of three (3) consecutive working days, including the day of the wedding or civil union;
- h) change of domicile: the moving day; however, a professional may not use more than one (1) day per year for this purpose;



- i) an annual maximum of three (3) working days to cover any event considered to be an act of God (disaster, fire, flood, etc.) which requires a professional to be absent from work or for any other reason which obliges a professional to be absent from work and for which the board and the union may agree to grant permission to be absent without loss of salary.

If, for a given year, a professional benefited from twelve (12) days of special leave and another event mentioned in subparagraphs a) to h) arises before the end of the year, the professional may request a special leave for the number of days foreseen for the event concerned. In this case, the number of days thus used over and above the twelve (12) days shall be deducted from the maximum of twelve (12) days of special leave applicable to the professional for the following year.

### **7-3.03**

The professional shall be entitled to one (1) day in addition to the number set in subparagraph a), b) or c) of clause 7-3.02, if he or she attends the funeral and if it takes place at more than two hundred (200) kilometres from his or her place of residence and to two (2) additional days if he or she attends the funeral and if it takes place at more than four hundred (400) kilometres from his or her residence.

Moreover, for the regions for which premiums for regional disparities are payable, the union and the board may agree on a number of additional days for the leaves provided for in subparagraph a), b) or c) of clause 7-3.02.

### **7-3.04**

Moreover, the board shall, upon request, permit a professional to be absent without loss of salary during the time when:

- a) the professional sits for official admission or achievement examinations in an educational institution recognized by the Ministère;
- b) the professional acts as a juror or witness in a court of law in a case to which he or she is not a party; in this case, the monetary compensation paid to him or her for services as a juror or witness shall be remitted to the board;
- c) the professional, upon the order of the public health department, is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) the professional, at the specific request of the board, undergoes a medical examination in addition to that required by law.

### **7-3.05**

If a professional is unable to notify the board in advance in accordance with the provisions of this article, he or she must do so as soon as possible.

### **7-3.06**

The board may also permit a professional to be absent without loss of salary for any other reason not mentioned in this article and which it deems valid.

### **7-3.07**

The board must, after consultation with the Labour Relations Committee, establish a policy for all its personnel concerning its operation in case of inclement weather.

**ARTICLE 7-4.00 LEAVE FOR EDUCATIONAL MATTERS****7-4.01**

A professional who is invited to give a lecture on an educational matter or to take part in study sessions (seminars, committees, conferences, pedagogical information days) may take a leave of absence with salary after having obtained the prior approval of the board.

**7-4.02**

If he or she receives prior written authorization of the board, a professional who wishes to practise his or her profession in a school or government (Québec, Canadian or foreign) organization may benefit from a leave without salary in accordance with article 7-5.00 for a period not exceeding two (2) years.

**ARTICLE 7-5.00 LEAVES OF ABSENCE WITHOUT SALARY****7-5.01**

The board may grant a professional a leave without salary for reasons it deems valid. The duration of such a leave shall be determined by the professional and the board.

However, the board may not refuse a leave without salary if it allows the use of the services of a professional on availability in accordance with clause 5-6.20.

The board may also grant a professional who has acquired his or her tenure under article 5-6.00 a part-time leave of absence without salary for a specific period for reasons it deems valid; for example, it may allow another professional in the same employment group to increase the number of hours of his or her workweek, if the latter so agrees. The provisions of this article apply to the professional who benefits from such a leave by making the necessary changes.

**7-5.02**

A regular professional shall be entitled, after having completed at least seven (7) years of continuous service, to a leave without salary for the total number of hours of his or her regular workweek for one school year or, with the consent of the board, for any other additional period of twelve (12) months. The professional who benefits from such a leave can obtain another leave under this clause only after an additional period of seven (7) years of continuous service following his or her leave. The professional concerned must give the board a written notice of at least ninety (90) days before the beginning of the school year during which he or she intends to benefit from such a leave.

**7-5.03**

The professional who is on a leave without salary shall maintain, during his or her absence, his or her placement and, where applicable, tenure.

**7-5.04**

The board may cancel the engagement of the professional who, without a valid reason, does not use his or her leave without salary for the purpose for which he or she obtained it.

**7-5.05**

The professional on a leave without salary shall continue to participate in the basic health insurance plan, provided that he or she pay the total amount of the required premiums and contributions, including the board's share. Moreover, he or she may continue to participate in the complementary plans and in the supplemental pension plan, provided that the regulations of the said plans so allow and that he or she pay the total amount of the required premiums and contributions.

**7-5.06**

A leave of absence without salary shall be subject to the terms and conditions of departure and return to work agreed in writing between the board and the professional.

**7-5.07**

Upon his or her return, the professional concerned shall be reinstated in the position he or she had at the time of his or her departure or another position to which he or she is reassigned or transferred by the board, the foregoing subject to the other provisions of this agreement.

**7-5.08**

During the leave of absence without salary provided for in this article, the professional shall only be entitled to those advantages or benefits specifically contained in this agreement concerning leaves without salary.

**7-5.09**

The professional on leave without salary shall be entitled to apply for any position for which he or she may be eligible; if selected, however, he or she must terminate his or her leave without salary in order to fill the position in question should the board require him or her to do so.

**ARTICLE 7-6.00 PUBLIC OFFICE****7-6.01**

The regular professional who intends to run for public office shall obtain, upon eight (8) days' written notice, a full-time leave of absence without salary for the period of time required by his or her candidacy.

**7-6.02**

The regular professional who has benefited from a leave of absence without salary in order to be a candidate shall have the right to be reinstated in his or her position immediately after the election.

This right shall be exercised at the professional's request but no later than the eighth (8<sup>th</sup>) day following the election.

**7-6.03**

The regular professional who holds public office shall obtain, upon written request, a full-time leave of absence without salary to carry out his or her responsibility. However, this request shall be subject to eight (8) days' notice, unless the professional is already on a leave of absence without salary.

**7-6.04**

The regular professional who is on a leave of absence without salary to hold public office may, at any time, upon a written notice of twenty (20) days, resume his or her position.

Upon his or her return, he or she shall be reintegrated into the same employment group. He or she shall resume his or her last position or another position to which he or she is reassigned by the board.

**7-6.05**

Every professional may obtain permission to be absent from work for the purpose of being a candidate or of holding public office which requires occasional absences.

The periods and the terms of these absences shall be determined in writing by the board and the union.

**7-6.06**

The years during which a regular professional benefits from a leave of absence without salary under this article shall be considered years of experience for the purpose of this agreement.

**ARTICLE 7-7.00          PROGRESSIVE RETIREMENT PLAN****7-7.01**

The purpose of the progressive retirement plan is to permit a professional to reduce his or her time worked for a period of one (1) to five (5) years at the end of which the professional shall retire. The professional's time worked must not be less than forty percent (40%) of the regular workweek prescribed in article 9-1.00. However, the scheduling of the time worked may be subject to different terms and conditions as stipulated in paragraph C) of clause 7-7.14. The scheduling cannot modify the number of salary payments received by the professional prior to concluding the agreement.

**7-7.02**

The plan can only apply according to law or the regulations and is subject to the provisions of this article.

**7-7.03**

Only the regular professional whose regular workweek is greater than forty percent (40%) of the regular workweek prescribed in article 9-1.00 who is a member of one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit from the plan only once.

**7-7.04**

To be eligible for the plan, the professional must verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The professional shall sign the form required by CARRA and shall forward a copy to the board.

**7-7.05**

The professional who wishes to benefit from the plan must forward a written request to the board ninety (90) days prior to the beginning of the progressive retirement period. The request must specify the period during which the professional intends to benefit from the plan and the time he or she intends to work during that period.

**7-7.06**

The professional 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.

**7-7.07**

Approval of the request for the progressive retirement plan shall be the exclusive responsibility of the board.

However, should the request be refused, the board shall provide, at the professional's request, the reasons for its refusal.

**7-7.08**

a) During each of the years of this contract, the professional shall receive, insofar as he or she is normally entitled to them, the following benefits:

- salary;

- sick-leave days redeemed under paragraph a) of clause 7-1.40, where applicable;
  - salary insurance;
  - vacation;
  - other monetary benefits.
- b) For the duration of the agreement, the professional shall be entitled to all the other benefits of this agreement compatible with the provisions of this article and to which he or she would be entitled if he or she had not concluded the agreement.
- However, the professional can use, at a rate of one (1) day per day, the redeemable sick-leave days to his or her credit on December 31, 1973 for the preretirement leave provided for in paragraph c) of clause 7-1.44.
- c) The period covered by the agreement shall count as a period of service for the purpose of the three (3) pension plans currently in effect (CSSP, RREGOP and TPP).
- d) For the duration of the agreement, the professional and the board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the professional had not availed himself or herself of the plan.
- e) The fact that the professional is placed on availability shall not modify the agreement concluded under this article.

#### **7-7.09**

Should the professional 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 professional will be entitled to his or her pension, even though the total progressive retirement period exceeds five (5) years.

Any changes in the fixed dates for the beginning and end of the agreement must have the prior approval of CARRA.

#### **7-7.10**

In the event of the retirement, resignation, termination of employment for breach of contract, nonreengagement, dismissal, death of the professional or, where applicable, upon expiry of the extension agreed under clause 7-7.09, the agreement shall terminate on the date on which the event occurs. The same applies in the event of the professional's withdrawal, which can only occur with the approval of the board.

The agreement shall also terminate if the professional is relocated to another employer as a result of the application of the provisions of this agreement, unless the new employer agrees to continue the agreement and provided that such continuation meets the approval of CARRA.

If the agreement becomes null or terminates due to circumstances mentioned previously or stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner stipulated in the regulation.

#### **7-7.11**

Upon expiry of the agreement, the professional shall be considered as having resigned and shall be pensioned off.

#### **7-7.12**

Should the provisions of this article be incompatible with other provisions of this agreement, the provisions of this article prevail.

#### **7-7.13**

The board and the professional shall sign, where applicable, the agreement provided in clause 7-7.14.

7-7.14

The board and the professional shall use, where applicable, the form provided below:

**PROGRESSIVE RETIREMENT PLAN**

AGREEMENT CONCLUDED

between

The \_\_\_\_\_ School Board

hereinafter called the board

and

Surname: \_\_\_\_\_ Given Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called the professional

**A) Period covered by the progressive retirement plan**

This agreement comes into force on \_\_\_\_\_, 20\_\_\_\_ and expires on \_\_\_\_\_, 20\_\_\_\_.

The agreement can expire on another date under circumstances and according to the terms and conditions prescribed in clauses 7-7.09 and 7-7.10.

**B) Time worked**

For the period covered by the agreement, the percentage of the professional's time worked in relation to the regular workweek prescribed in article 9-1.00 of this agreement shall be:

\_\_\_\_\_  
\_\_\_\_\_

Notwithstanding the preceding paragraph and paragraph C) of this agreement, the board and the professional may agree to change the time worked and the schedule, provided, however, that the time worked is not less than forty percent (40%) of the regular workweek prescribed in article 9-1.00 of this agreement.

**C) Other terms and conditions for applying the plan agreed with the professional**

(The percentage of the professional's time worked in relation to the regular workweek prescribed in article 9-1.00 of this agreement may be scheduled other than on a weekly basis.)

\_\_\_\_\_  
\_\_\_\_\_

**D) The provisions of article 7-7.00 are an integral part of this agreement.**

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
For the school board

\_\_\_\_\_  
Signature of the professional

**ARTICLE 7-8.00 LEAVE WITH DEFERRED SALARY****7-8.01**

The tenured professional who so requests may benefit from a leave with deferred salary for a duration of six (6) months or of twelve (12) months.

The granting of such a leave shall be the exclusive responsibility of the board; however, in the case of refusal, if the professional so requests, the board shall provide him or her with the reasons for its refusal.

Notwithstanding the foregoing, the board cannot refuse a request if the leave permits the utilization of a professional on availability.

**7-8.02**

The purpose of this leave is neither to receive benefits at the time of retirement nor to defer income tax. Moreover, during the year of the leave, the professional cannot receive any other remuneration from the board or from another person or company with which the board has ties than the amount corresponding to the percentage of his or her salary for the duration of the contract.

**7-8.03**

The board and the professional may agree in writing on a contract for a duration of two (2), three (3), four (4) or five (5) years.

**7-8.04**

If, for a reason stipulated in the contract or agreed between the board and the professional, the leave is postponed, the leave must start no later than six (6) years from the date on which the salary began to be deferred.

**7-8.05**

The leave with deferred salary for a duration of twelve (12) months must coincide with a school year and that of a duration of six (6) months must coincide with a period beginning on July 1 and ending on December 31 or a period beginning on January 1 and ending on June 30. However, the board and the professional may stipulate in the contract a leave of a duration of six (6) or twelve (12) continuous months taken in a period other than that prescribed in this clause. The duration of the leave with deferred salary must be for at least six (6) consecutive months and cannot be interrupted for whatever reason.

**7-8.06**

For the duration of the contract, except during the period of the leave with deferred salary, the workload of the professional shall remain the same as that required before the beginning of the contract.

**7-8.07**

Upon his or her return, the professional shall be reinstated in the position he or she held at the time of his or her departure on a leave or another position to which he or she is reassigned or transferred, the foregoing subject to the other provisions of this agreement.

The professional must be reinstated in his or her position after the leave for a duration equal to the leave but he or she need not be reinstated immediately after the leave.

**7-8.08**

The contract concluded between the professional and the board shall remain in force for the duration stipulated therein and shall remain subject to the arbitration procedure in accordance with the provisions of Chapter 11-0.00, notwithstanding the expiry of this agreement.

**7-8.09**

The contract must comply with the form provided below.

**7-8.10**

Should the provisions be incompatible with the other provisions of the agreement, the provisions of this section prevail.

**LEAVE WITH DEFERRED SALARY**

CONTRACT CONCLUDED

BETWEEN

\_\_\_\_\_ School Board

hereinafter called the board

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

hereinafter called the professional

**SUBJECT: Leave with deferred salary****I Duration of contract**

This contract comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

**II Duration of leave with deferred salary**

The duration of the leave shall be for six (6) or twelve (12) months, that is, from \_\_\_\_\_ to \_\_\_\_\_.

**III Salary**

During each of the years referred to in this contract, the professional shall receive \_\_\_\_\_ % of the salary he or she would have received under the applicable collective agreement.

The percentage of salary applicable according to the duration of the contract shall be determined according to one of the following provisions:

**a) A six (6)-month leave**

- in the case of a two (2)-year contract: 75% of the salary;
- in the case of a three (3)-year contract: 83.34% of the salary;
- in the case of a four (4)-year contract: 87.5% of the salary;
- in the case of a five (5)-year contract: 90% of the salary.

**b) A twelve (12)-month leave**

- in the case of a three (3)-year contract: 66.67% of the salary;
- in the case of a four (4)-year contract: 75% of the salary;
- in the case of a five (5)-year contract: 80% of the salary.



**IV Benefits**

- A) During each of the years of this contract, the professional shall benefit, insofar as he or she is normally entitled to it, from the following:
- life insurance plan;
  - health insurance plan, provided that he or she pay his or her share;
  - sick-leave days redeemed under paragraph a) of clause 7-1.40, where applicable, according to the percentage of the salary to which he or she is entitled under section III herein;
  - accumulation of seniority;
  - accumulation of experience.
- B) During the leave with deferred salary, the professional shall not be entitled to any of the premiums prescribed in his or her collective agreement. During each of the other years 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 under section III.
- C) For the purpose of calculating vacation credits, each of the years of the contract constitutes continuous service.

For each year of the contract during which the professional is at work, vacation shall be remunerated at the percentage of salary indicated in section III.

For the twelve (12)-month leave, the year of the leave includes the annual vacation to which the professional is entitled and, for the six (6)-month leave, the period of leave includes half the annual vacation to which the professional is entitled.

The vacation to which the professional is entitled after the contract has expired shall be remunerated at the salary rate applicable under the collective agreement.

- 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.
- E) During each of the years referred to in this contract, the professional shall be entitled to all the other benefits of his or her collective agreement which are compatible with the provisions of this contract and which he or she would have had had he or she not signed this contract.

**V Retirement, withdrawal or resignation of the professional**

In the event of the retirement, withdrawal or resignation of the professional, this contract shall expire on the date of the retirement, withdrawal or resignation under the conditions described hereinafter:

- a) the professional has already taken the leave (salary paid in excess):

the professional shall reimburse<sup>1</sup> the board the amount received during the leave according to the percentages prescribed in section XIII herein without interest. The percentages must however be adjusted to take into account, where applicable, the exact period of the implementation of the contract;

- b) the professional has not taken the leave (salary not paid):

the board shall reimburse the professional for the term of implementation of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the applicable agreement had he or she not signed the said contract and the salary received under this contract, without interest;

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<sup>1</sup> The board and the professional may agree on the terms of reimbursement.

- c) the leave is in progress:

the amount owing by either party shall be calculated in the following manner:

the amount received by the professional during the leave minus the amounts already deducted from the professional's salary by the application of this contract (section III). If the result obtained is negative, the board shall reimburse the amount to the professional; if the result obtained is positive, the professional shall reimburse<sup>1</sup> the amount to the board.

## **VI Dismissal of the professional**

In the event of the dismissal of the professional or the cancellation of the professional's engagement following a breach of contract, this contract shall expire on the effective date of such a dismissal or cancellation of engagement. The conditions prescribed in subparagraph a), b) or c) of section V shall then apply.

## **VII Leave without salary**

During the term of this contract, the professional shall not be entitled to any leave without salary except those granted obligatorily under the collective agreement. In this case, this contract shall be extended accordingly. However, the leave with deferred salary cannot extend beyond a maximum six (6)-year period following the date on which the amounts began to be deferred.

The conditions prescribed in subparagraph a), b) or c) of section V shall then apply.

The board and the professional may agree that the provisions of this section do not apply to a leave without salary the duration of which is five (5) working days or less.

## **VIII Nonreengagement of the professional**

If the professional is nonreengaged during this contract, the latter shall expire on the date of the nonreengagement. The conditions prescribed in subparagraph a), b) or c) of section V shall then apply.

## **IX Placement on availability of the professional**

If the professional is placed on availability, this contract shall be maintained.

If the professional is relocated to another employer in the education sector, the contract shall be transferred to the new employer, unless the latter refuses, in which case the conditions prescribed in subparagraph a), b) or c) of section V shall then apply. However, the board that signed this contract shall not make any monetary claim if the professional is required to reimburse the board as a result of the application of section V.

## **X Death of the professional**

In the event of the professional's death during the term of this contract, the contract shall expire on the date of the professional's death and the conditions prescribed in subparagraph a), b) or c) of section V shall then apply. However, the board shall not make any monetary claim if the professional is required to reimburse the board as a result of the application of section V.

## **XI Disability**

- A) The professional shall receive a percentage of the salary insurance benefit to which he or she is entitled under the collective agreement equal to the percentage of salary he or she receives under section III of this contract.
- B) Disability develops before the leave is taken and still exists at the time when the leave begins.

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<sup>1</sup> The board and the professional may agree on the terms of reimbursement.

In this case, the professional shall choose:

- a) to defer the leave to the school year which immediately follows that during which the disability ended or to another period agreed between the professional and the board. However, the leave with deferred salary cannot exceed a maximum six (6)-year period from the date on which the amounts begin to be deferred;
- b) to terminate this contract and thus receive the salary that has not been paid (subparagraph b) of section V).

C) Disability develops during the sabbatical leave.

This leave with deferred salary cannot be interrupted. However, disability shall be considered as beginning on the date the professional returns to work.

D) Disability develops after the professional has taken his or her leave.

The salary insurance benefit shall be based on the salary determined in the contract for the duration of the disability and until the expiry of the contract.

E) The disability lasts more than two (2) years.

At the end of the two (2)-year period, this contract shall expire and the conditions prescribed in subparagraph a), b) or c) of section V shall then apply. However, the board shall not make any monetary claim if the professional is required to reimburse the board as a result of the application of section V.

**XII Maternity leave (twenty (20) or twenty-one (21) weeks) and paternity or adoption leaves (five (5) weeks)**

A) The leave takes place during the leave with deferred salary.

The leave with deferred salary cannot be interrupted for the maternity, paternity or adoption leave.

B) The leave takes place before and ends before the leave with deferred salary or takes place after the latter.

The contract shall be interrupted for the duration of the maternity, paternity or adoption leave and shall be extended accordingly after its completion. During the interruption, the provisions of the collective agreement concerning the maternity, paternity or adoption leave shall apply.

C) The leave takes place before the leave with deferred salary and continues at the time when the latter begins.

In this case, the professional shall choose:

- a) either to defer the leave with deferred salary to another school year or another period agreed with the board. However, the sabbatical leave with deferred salary cannot extend beyond a maximum six (6)-year period from the date on which the amounts begin to be deferred;
- b) either to terminate this contract and thus receive the salary not paid (subparagraph b) of section V).

**XIII Reimbursement schedule****A) A six (6)-month leave**

- a) For a two (2)-year contract:
  - after six (6) months of implementation of the contract: 100% of the amount received;
  - after one (1) year of implementation of the contract: 66.67% of the amount received.
- b) For a three (3)-year contract:
  - after six (6) months of implementation of the contract: 100% of the amount received;
  - after one (1) year of implementation of the contract: 80% of the amount received;
  - after two (2) years of implementation of the contract: 40% of the amount received.
- c) For a four (4)-year contract:
  - after six (6) months of implementation of the contract: 100% of the amount received;
  - after one (1) year of implementation of the contract: 85.71% of the amount received;
  - after two (2) years of implementation of the contract: 57.14% of the amount received;
  - after three (3) years of implementation of the contract: 28.57% of the amount received.
- d) For a five (5)-year contract:
  - after six (6) months of implementation of the contract: 100% of the amount received;
  - after one (1) year of implementation of the contract: 88.88% of the amount received;
  - after two (2) years of implementation of the contract: 66.67% of the amount received;
  - after three (3) years of implementation of the contract: 44.44% of the amount received;
  - after four (4) years of implementation of the contract: 22.22% of the amount received.

**B) A twelve (12)-month leave**

- a) For a three (3)-year contract:
  - after one (1) year of implementation of the contract: 100% of the amount received;
  - after two (2) years of implementation of the contract: 50% of the amount received.

- b) For a four (4)-year contract:
  - after one (1) year of implementation of the contract: 100% of the amount received;
  - after two (2) years of implementation of the contract: 66.67% of the amount received;
  - after three (3) years of implementation of the contract: 33.33% of the amount received.
  
- c) For a five (5)-year contract:
  - after one (1) year of implementation of the contract: 100% of the amount received;
  - after two (2) years of implementation of the contract: 75% of the amount received;
  - after three (3) years of implementation of the contract: 50% of the amount received;
  - after four (4) years of implementation of the contract: 25% of the amount received.

**XIV** This contract shall remain in force for the duration specified at the time when it is signed, subject to the other provisions of this contract.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
For the school board

\_\_\_\_\_  
Professional

c.c.: Union

**ARTICLE 7-9.00 LEAVE FOR PARENTAL AND FAMILY RESPONSIBILITIES**

**7-9.01**

Subject to the other provisions of this agreement, a professional may be absent from work for up to ten (10) days per year of which six (6) are taken from the annual bank of sick-leave days to carry out obligations related to the care, health or education of his or her child or spouse's child. He or she may also use the days under the same conditions for reasons related to the state of health of his or her spouse, father, mother, brother, sister or one of his or her grandparents.

A maximum of six (6) days shall be deducted from the professional's annual bank of sick-leave days and, failing that, the absences shall be without salary. The leave may also be divided into half-days.

The board shall be informed in advance of the absence or, if such a notice cannot be given, upon the professional's return.

**7-9.02**

Subject to the other provisions of this agreement, a professional may be absent from work, without salary, for the duration and reasons prescribed in sections 79.8 to 79.12 of the Act respecting labour standards (R.S.Q, c. N-1.1). The professional must inform the board as soon as possible and provide proof justifying the absence.

The benefits that the professional maintains during the absence under the preceding paragraph are the same as the ones applicable to the parental leave without salary prescribed in the first paragraph of clause 7-2.34.

Upon a professional's return to work at the end of the leave without salary, he or she shall be reinstated in the position held before the leave. If the position is abolished, the professional shall be entitled to benefits he or she would have had had he or she been at work.

**CHAPTER 8-0.00 FRINGE BENEFITS RELATED TO WORKING CONDITIONS**

**ARTICLE 8-1.00 VACATION**

**8-1.01**

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

<u>Period of Continuous Service<sup>1</sup> on June 30</u>	<u>Accumulation of vacation credits from July 1 to June 30 (working days)</u>
Less than one year	1 2/3 days per month of continuous service
1 year and less than 17 years	20 days
17 and 18 years	21 days
19 and 20 years	22 days
21 and 22 years	23 days
23 and 24 years	24 days
25 years or more	25 days

**8-1.02**

The professional may, with the consent of the board, obtain a leave of absence without salary to complete a period of annual vacation of twenty (20) working days. The professional who is entitled to fewer than ten (10) working days of annual vacation shall obtain, upon written request, a leave without salary to complete his or her annual vacation period of ten (10) working days.

**8-1.03**

An absence for which the payment of salary is provided in this agreement shall not interrupt a period of continuous service.

**8-1.04**

Vacation credits shall not be reduced by one or more absences for disability, provided that the absences not exceed six (6) months per school year or disability period.

Absences other than those for disability for which the payment of salary is not provided in this agreement shall not reduce the vacation credits provided that the absences not exceed sixty (60) working days per school year and that the total absences and absences for disability not exceed six (6) months per school year.

Vacation credits shall not be affected by the maternity leave provided for in clause 7-2.05, the paternity leave provided for in paragraph B) of clause 7-2.23 as well as the adoption leave provided for in paragraph C) of clause 7-2.27.

**8-1.05**

A disability defined in this agreement which develops before the beginning of the vacation period shall allow the professional concerned to postpone his or her vacation period. In this case, his or her choice shall be exercised in accordance with clause 8-1.07.

**8-1.06**

The usual vacation period is between July 1 and August 31.

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<sup>1</sup> Continuous service means the period during which the professional was employed by the board in a continuous manner, in whatever capacity, the foregoing subject to clauses 8-1.03 and 8-1.04.

**8-1.07**

At least thirty (30) days before his or her departure on vacation, the professional shall submit his or her vacation plan in writing.

**8-1.08**

The vacation dates chosen by the professional shall be approved by the board. The board may refuse a vacation plan when the requirements of the department justify it.

If several vacation plans fall within the same period, seniority shall be the determining factor, if need be.

**8-1.09**

Any vacation plan approved by the board shall be considered as final.

**8-1.10**

Notwithstanding the preceding clauses of this article, the board may, after consulting with the Labour Relations Committee, determine a period of total or partial shutdown of its activities during the usual vacation period for vacation purposes; the duration of such period may not exceed ten (10) working days.

**ARTICLE 8-2.00 NONWORKING DAYS WITH PAY****8-2.01**

Every professional in service shall be entitled to thirteen (13) nonworking days with pay per school year in accordance with the stipulations of this article.

Only the nonworking days with pay during which the professional in service would have been entitled to his or her salary for such days shall be payable under this article. However, the professional who works fewer than thirty-five (35) hours per week shall be entitled to a minimum number of nonworking days with pay in proportion to the number of hours prescribed in his or her schedule in relation to the thirty-five (35) hours and on the basis of the number of nonworking days with pay specified in this clause. Where applicable, the minimum determined in this paragraph shall be made up by a compensatory leave prior to the expiry of his or her contract or before the end of the school year.

**8-2.02**

For each school year, the professional who is eligible according to the conditions determined in clause 8-2.01 shall be entitled to the following nonworking days with pay:

- a) the working days included during the period from December 24 to January 3;
- b) the remaining nonworking days with pay shall be determined yearly following an agreement between the local parties; failing agreement, the board shall determine the list of the nonworking days with pay in conformity with the school calendar from among the following dates: July 1, the first Monday in September (Labour Day), the second Monday in October (Thanksgiving Day), Good Friday, Easter Monday, Journée nationale des Patriotes and June 24.

**8-2.03**

When one of the abovementioned nonworking days falls on a Saturday or Sunday, the board shall reschedule it for another day in conformity with the school calendar.



**8-2.04**

The list of nonworking days with pay shall be posted or forwarded to the professionals at the beginning of each school year.

**8-2.05**

When a nonworking day with pay falls within the vacation period of a professional, such day shall be added to the vacation period.

**8-2.06**

If the collective agreement applicable on June 30, 1975 or a regulation or resolution of the board in force on the date of the coming into force of the first collective agreement applicable to the bargaining unit provided for a plan of nonworking days with pay the application of which for one of the school years of this agreement would have allowed a number of nonworking days with pay greater than that determined yearly in clause 8-2.01, the number of nonworking days with pay determined in clause 8-2.01 shall be increased for all the professionals covered by this agreement and to which clause 8-2.01 applies, according to the school year in question, by the difference between the number of nonworking days with pay obtained by applying the former plan for the school year in question and that determined in clause 8-2.01.

The additional nonworking days with pay shall be determined by the board while taking into account the school calendar after consulting the Labour Relations Committee.

**ARTICLE 8-3.00 TRAVEL EXPENSES****8-3.01**

All expenses incurred during authorized travel by a professional in the performance of his or her duties shall be reimbursed according to the norms in effect at the board for its professional personnel.

**8-3.02**

However, the board cannot establish norms lower than those in effect on the date of the coming into force of this agreement for its professional personnel.

**ARTICLE 8-4.00 PROFESSIONAL IMPROVEMENT****Section A General provisions****8-4.01**

This section provides the general organizational framework of activities for human resource development of which the professional may avail himself or herself.

The activities for human resource development include:

- a) organizational training, that is, activities dealing with the acquisition of skills to improve the operation of the department or institution;
- b) occupational training, that is, activities dealing with the acquisition of skills specific to one's professional occupation;
- c) retraining, that is, the complementary vocational training dispensed to the professional to enable him or her to adapt to the technological changes in his or her sector of activities or vocational training to redirect his or her orientation towards a new sector of activities.

**8-4.02**

Human resource development shall be the responsibility of the board and shall be designed to meet the needs of the milieu.

**8-4.03**

The professional who is authorized by the board to take part in any activity concerning human resource development during his or her regular working hours shall receive the salary he or she would receive if he or she were at work. The regular working hours of the professional shall not be modified, except by agreement between the professional and the board.

**8-4.04**

The board and the professional concerned shall meet the commitments undertaken prior to the date of the coming into force of this agreement in order to complete the professional improvement activities already begun.

The sums that the commitments mentioned in this clause entail shall be deducted from the amounts provided in clause 8-4.07.

**8-4.05**

If, in the context of human resource development, a professional must leave the service of the board, the latter shall recognize for him or her upon his or her return the same number of years of experience, service and seniority as if he or she had remained in the employ of the board.

**Section B Organization of professional development****8-4.06**

The board shall consult the union within the framework of the Labour Relations Committee or of a parity committee set up for this purpose on the following subjects:

- a) the local policy for human resource development applicable to professionals;
- b) the rules applicable to the presentation and approval of human resource development projects;
- c) the policy for the utilization of the funds allocated under clause 8-4.07, including a report on use of these amounts;
- d) any other matter pertaining to professional improvement determined by the board and the union.

**8-4.07**

Two (2) or more boards may join together for the application of this article.

In this case, the total annual amount available shall be equal to the sum of the annual amounts provided for each board. The use of these funds need not, necessarily, take into account the percentage of each of the participating boards.

**8-4.08**

As of the 2010-2011 school year, the amount allocated to professional improvement shall be two hundred and forty dollars (\$240) per school year per regular professional employed by the board whose regular workweek includes the number of hours prescribed in article 9-1.00. For every other regular or supernumerary professional employed by the board, the amount allotted shall be adjusted in proportion to the regular hours prescribed in his or her workweek.

Any sums unused in a given year shall be added to those provided for the following year.

The administration of the funds allocated to human resources development shall be the responsibility of the board.

#### **8-4.09**

As of the 2010-2011 school year, an amount of four thousand nine hundred and sixty-five dollars (\$4 965) per school year shall be earmarked to enhance, as a priority, access to professional improvement activities for professionals of the Central Québec School Board (territory of the service area of Chibougamau, Chapais and Kawawachikamach), Eastern Shores School Board and Western Québec School Board (territory of the municipalities of Témiscaming, Val d'Or and Rouyn-Noranda) especially for defraying the travel and accommodation expenses of the said professionals.

The amount shall be distributed after consultation of a committee set up for this purpose and composed of one (1) representative of the QESBA, one (1) representative of the Ministère and two (2) representatives of the Centrale. If the amount cannot be allocated to the professionals of the Central Québec School Board (territory of the service area of Chibougamau, Chapais and Kawawachikamach), Eastern Shores School Board and Western Québec School Board (territory of the municipalities of Témiscaming, Val d'Or and Rouyn-Noranda), it may be used for other professional improvement purposes determined after consultation of the committee.

The sums available for one school year and unused or committed shall be added to the sums available for the following school year.

### **ARTICLE 8-5.00 HEALTH AND SAFETY**

#### **8-5.01**

The board and the union shall work together through the Labour Relations Committee to maintain working conditions that ensure the health, safety and physical well-being of professionals.

#### **8-5.02**

The board and the union may agree to set up a specific health and safety committee.

#### **8-5.03**

The professional must:

- a) take the necessary measures to protect his or her health, safety or physical well-being;
- b) see that he or she does not endanger the health, safety or physical well-being of other persons who are on the work premises or near the work premises;
- c) undergo health examinations required for the application of the Act and the regulations applicable to the board.

#### **8-5.04**

The board must take, as prescribed by the Act and the regulations applicable to it, the measures necessary to protect the health and ensure the safety and physical well-being of professionals; it must in particular:

- a) see that the buildings under its jurisdiction are equipped and laid out in such a way as to protect professionals;
- 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 professionals;
- c) provide suitable lighting, ventilation and heating;
- d) provide safe material and ensure that it is kept in good condition;

- e) allow a professional while in the employ of the board to undergo health examinations required for the application of the Act and the regulations applicable to the board.

**8-5.05**

Placing individual or group safety means and equipment at the disposal of professionals in order to meet their specific needs, when it becomes necessary under the Act and regulations applicable to the board, must not reduce in any way the efforts required by the board, the union and the professionals to eliminate at the source dangers to their health, safety and physical well-being.

**8-5.06**

When a professional exercises the right of refusal provided for in the Act respecting occupational health and safety (R.S.Q., c. S-2.1), he or she must notify his or her immediate superior or the authority designated by the board immediately.

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

For the purpose of the meeting following the summons, the union representative mentioned in clause 8-5.10 or, where applicable, the union delegate, may temporarily interrupt his or her work without loss of salary or reimbursement.

**8-5.07**

The right of a professional mentioned in clause 8-5.06 shall be exercised subject to the relevant provisions prescribed in the Act and the regulations concerning occupational health and safety applicable to the board and subject to the terms specified therein, where applicable.

**8-5.08**

The board cannot impose a nonreengagement or a disciplinary or discriminatory measure on a professional if he or she exercised in good faith the right prescribed in clause 8-5.06.

**8-5.09**

Nothing in this agreement shall prevent the union representative referred to in clause 8-5.10 or, where applicable, the union delegate from being accompanied by a union advisor at the meeting mentioned in clause 8-5.06; however, the board or its representatives must be informed of the presence of this advisor before the meeting is held.

**8-5.10**

The union may specifically designate one of its representatives to the Labour Relations Committee or to the specific health and safety committee mentioned in clause 8-5.02, 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 or reimbursement in the following cases:

- a) to attend the meeting mentioned in the third paragraph of clause 8-5.06;
- b) to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the board in connection with a matter dealing with the health, safety or physical well-being of a professional.

**ARTICLE 8-6.00        NONDISCRIMINATION****8-6.01**

No threat, constraint, discrimination or unjust distinction which might eliminate or compromise a fundamental right or freedom specifically recognized under the Charter of Human Rights and Freedoms (R.S.Q., c. 12) must be exercised against a professional.

**8-6.02**

No threat, constraint, discrimination or unjust distinction shall be exercised against a board representative, a union delegate or union representative during the course of or as a result of the performance of their duties in that capacity.

**8-6.03**

There shall be no intimidation, reprisals or discrimination against a professional because of the fact that he or she exercises a right of recourse prescribed by law or this agreement.

**ARTICLE 8-7.00        SEXUAL HARASSMENT IN THE WORKPLACE****8-7.01**

Sexual harassment in the workplace is defined as imposed or unwanted sexual advances that compromise a right recognized by this agreement.

**8-7.02**

The professional shall be entitled to work in an environment free from sexual harassment.

**8-7.03**

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.

**8-7.04**

Every grievance concerning sexual harassment in the workplace shall be submitted to the board by the plaintiff or the union, with the plaintiff's consent, according to the procedure described in article 11-1.00.

**8-7.05**

The authority designated by the board must meet the union representative, accompanied or not by the plaintiff, to discuss the grievance at a time determined by the parties.

**8-7.06**

Should a solution be deemed unsatisfactory within the thirty (30) days of the meeting mentioned in clause 8-7.05, the plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure described in article 11-2.00.

**8-7.07**

The names of the persons involved and the circumstances surrounding the grievance must be treated in a confidential manner, particularly by the board and the union, except if such information is required for the inquiry related to the grievance or the application of a measure taken under this agreement.

**8-7.08**

A grievance concerning sexual harassment shall be given hearing priority.

**ARTICLE 8-8.00      EQUAL OPPORTUNITY****8-8.01**

The board which decides to set up an equal opportunity program shall consult the union through the Labour Relations Committee.

**8-8.02**

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 shall appoint its representative to that committee;  
  
should such a committee be set up, consultation on the items in subparagraphs b) and c) shall be carried out by the committee;
- b) the diagnostic analysis, where applicable;
- c) the contents of the equal opportunity program, namely:
  - the objectives sought;
  - the corrective measures;
  - the time frame;
  - the control mechanisms allowing the evaluation of the progress made and problems encountered.

**8-8.03**

In the context of the consultation mentioned in the preceding clause, the board shall forward to the union the information that it deems useful within a reasonable time limit.

**8-8.04**

In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of this agreement must be the subject of a written agreement in accordance with clause 1-3.01.

**ARTICLE 8-9.00      EMPLOYEE ASSISTANCE PROGRAM****8-9.01**

Any board which decides to implement an employee assistance program shall consult the bargaining unit through the Labour Relations Committee on the contents of the program.

**8-9.02**

The employee assistance program shall contain mechanisms guaranteeing confidentiality and ensuring that participation is on a voluntary basis.

**CHAPTER 9-0.00 WORK SYSTEM****ARTICLE 9-1.00 WORKING TIME****9-1.01**

The work year of a professional is from July 1 to June 30.

**9-1.02**

The regular workweek is thirty-five (35) hours.

**9-1.03**

The board and the union may agree on a local arrangement which provides for a regular workweek which differs from the one prescribed in clause 9-1.02.

**ARTICLE 9-2.00 WORK SCHEDULE****9-2.01**

The work schedule shall be established so as to minimize work in the evenings or on weekends, without affecting the services to be rendered, especially with respect to adult education and meetings with parents.

The board shall organize the professional's work schedule in such a way as to allow him or her to have a break per half-day and an uninterrupted lunch period.

**9-2.02**

The board may change the work schedule for reasons of a pedagogical or administrative nature or for reasons related to services to students. A change in the schedules of all professionals shall be made after consultation with the Labour Relations Committee.

**9-2.03**

Travelling time in the service of the board must be considered as work time if the professional is authorized to travel from one place of work to another within the territory of the board. If the professional is required to travel outside of the territory of the board, such travel shall be governed by the policies of the board. Any new board policy on this subject or any change in the existing policy shall be submitted to the Labour Relations Committee for prior consultation.

**9-2.04**

In the case of a professional whose workweek includes split workdays on a regular basis which oblige him or her to work in the evening within his or her regular schedule, the board shall ensure the professional a rest period of twelve (12) consecutive hours between the end of his or her workday and the beginning of the next, unless a different agreement is made with the professional.

**ARTICLE 9-3.00 OVERTIME****9-3.01**

At the request of or with the authorization of the competent authority of the board, work carried out outside of the work schedule of the professional concerned or during a nonworking day with pay shall be considered as overtime. Only the excess of his or her regular workweek shall be counted.

**9-3.02**

The benefits inherent to overtime shall not apply to the professional who, within the framework of this agreement, obtained an authorization to be absent or was on a leave, even if the work that he or she carries out during the absence extends beyond the working day.

**9-3.03**

The professional who works overtime shall obtain a compensatory leave for the number of hours worked.

**9-3.04**

The board and the professional shall agree on the terms of application of the preceding clause by taking into account the requirements of the department; failing an agreement between the board and the professional within sixty (60) days of the date on which the overtime was carried out on the time when the leave may be taken, the overtime shall be remunerated at the regular rate.

When the board and the professional have agreed on the time when the leave may be taken but it cannot in effect be taken at the time agreed due to the needs of the department or uncontrollable circumstances, overtime shall then, at the professional's choosing, be remunerated at the regular rate or taken in time; in this latter case, the board and the professional shall agree on the time when the leave may be taken.

**9-3.05**

Payment of overtime carried out shall be made to the professional within thirty (30) days of the date as of which the work may be remunerated by the application of the preceding clause.

**9-3.06**

A compensatory leave for overtime cannot be deferred from one work year to another except with the consent of the competent authority of the board. In this case, overtime shall be remunerated in accordance with clause 9-3.05.

**ARTICLE 9-4.00      REGULATIONS CONCERNING ABSENCES****9-4.01**

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

**9-4.02**

The board shall deduct each period of absence not remunerated from the total salary.

However, the professional who so requests may make up for the period of absence in time worked if the reasons for the absence are deemed valid and approved by the board.

**ARTICLE 9-5.00      EXTENT OF RESPONSIBILITY****9-5.01**

The board recognizes that the professional activities performed by the professional do not include any responsibilities involving the engagement or nonreengagement of personnel, assignment or movement of personnel, disciplinary evaluation of personnel, imposition of a disciplinary measure or representation of the employer in its relations with the employees as provided for in the Labour Code (R.S.Q., c. C-27).



**ARTICLE 9-6.00      PROFESSIONAL RESPONSIBILITY****9-6.01**

A professional may sign a document prepared by him or her in the performance of his or her duties and of which he or she is the sole author. However, use of the contents of the document shall remain the responsibility of the board. Should the contents of a document signed by the professional be used, his or her signature must appear on the document or he or she must be credited as its author.

**9-6.02**

Notwithstanding the preceding clause, no professional shall be bound to sign a document that, in all professional conscience, he or she cannot endorse nor shall he or she be compelled to make changes to a document he or she has signed and he or she believes to be correct from a professional point of view.

**9-6.03**

If the board publishes a document in any form whatsoever, in whole or in part, which is not signed by the professional, the board shall not add the name of the professional to the document.

**9-6.04**

No disciplinary measures may be taken against a professional who has refused to sign a document which, in all professional conscience, he or she cannot approve.

**9-6.05**

The provisions of this article may be adapted so as to apply to the preparation of technical materials.

**ARTICLE 9-7.00      CIVIL RESPONSIBILITY****9-7.01**

The board shall undertake to assume the case of every professional whose civil responsibility might be at issue by the actual performance of his or her duties during the working day or outside of the working day when the professional is carrying out activities specifically authorized by the competent authority and shall agree to make no claim against the professional in this respect except in the case of serious fault or gross negligence on the part of the professional when he or she has been found guilty of such by a tribunal.

**9-7.02**

As soon as the legal responsibility of the board has been recognized by the latter or has been established by a tribunal, the board shall indemnify every professional for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used in or brought to work, unless the professional has shown gross negligence; in the event that such loss, theft or destruction is already covered by insurance held by the professional, the compensation paid shall be equal to the actual loss sustained by the professional.

**9-7.03**

A professional may hire an attorney, at his or her own expense, and have him or her assist the attorney chosen by the board.

**ARTICLE 9-8.00 PRACTICE OF THE PROFESSION****9-8.01**

The occupation of a professional shall consist in the performance of activities of counselling, coordination, animation or administration in a given sector of activities.

The board shall facilitate, within the framework of the activities described above, professional autonomy conducive to the realization of the objectives defined by the board.

**9-8.02**

The board must, insofar as possible, assure the professional that the working premises and material and technical conditions are adapted to the characteristics of his or her duties and the requirements of confidentiality and, in particular, provide him or her with adequate secretarial services.

**9-8.03**

The professional shall comply with the rules generally recognized in the discipline concerned and the applicable ethical norms.

**9-8.04**

The board must, when it intervenes in the work of a professional, respect the recognized ethical norms governing the performance of his or her duties.

**9-8.05**

The board recognizes that the professional must respect the confidentiality of information provided or obtained under the seal of professional secrecy in performing his or her duties, unless the disclosure of the information is required or authorized by law.

**9-8.06**

The board cannot oblige the professional to identify the individuals who have provided information confidentially on the basis of which this professional prepared a report, unless the disclosure of the information is required or authorized by law.

**9-8.07**

When a professional is called as a witness in a civil or criminal court regarding facts brought to his or her attention in the course of the performance of his or her duties and that he or she thus foresees having to invoke professional secrecy, he or she may be accompanied by an attorney chosen and paid by the board.

**ARTICLE 9-9.00 EVALUATION OF PROFESSIONAL ACTIVITIES****9-9.01**

The method for evaluating professional activities must be submitted beforehand to the Labour Relations Committee for consultation.

**9-9.02**

The board shall forward to professionals in writing the method for evaluating professional activities that it has adopted.

**9-9.03**

The evaluation of the professional activities of a professional must be conveyed to him or her in writing and placed in his or her file.

**9-9.04**

The professional whose activities have been evaluated as provided for in this article may send his or her written comments on the evaluation to the board within the forty-five (45) days of the date on which he or she was informed of his or her evaluation. The comments, together with the evaluation, shall be inserted in the professional's file.

**CHAPTER 10-0.00 REGIONAL DISPARITIES****ARTICLE 10-1.00 DEFINITIONS**

For the purpose of this article, the following definitions apply:

**10-1.01**

**Dependent:** The spouse and dependent child<sup>1</sup> respectively and any other dependent as defined in the Taxation Act (R.S.Q., c. I-13) provided that he or she resides with the professional. However, for the purpose of this chapter, the income earned from a job by the professional'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 professional's place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the professional lives.

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

In addition, a dependent child is considered as having the status of dependent, provided he or she meets the following three (3) conditions:

- the child attends, on a full-time basis, a post-secondary institution recognized of public interest elsewhere than in the place of residence of the professional working in a locality situated in sector III described in clause 10-1.03;
- the child had dependent status in accordance with the aforementioned definition of dependent;
- the professional provided supporting documents to prove that the child is pursuing, on a full-time basis, a post-secondary education program, namely, proof of registration at the beginning of the term and proof of attendance at the end of the term.

Recognition of dependent status as defined in the preceding paragraph enables a professional to retain his or her isolation and remoteness premium and a dependent child to benefit from outings.

However, transportation costs allocated to a dependent child under other programs shall be deducted from the benefits related to outings granted to a dependent child.

The provisions of the fourth paragraph do not apply to food transportation and housing.

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<sup>1</sup> Dependent child: a child of a professional, of his or her spouse or of both or a child living with the professional for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the professional for his or her financial support and who is under eighteen (18) years of age; every child twenty-five (25) years of age or under who is a duly registered student attending, on a full-time basis, a recognized institution of learning, or a child of any age who has become totally disabled prior to reaching his or her eighteenth (18<sup>th</sup>) birthday or before reaching his or her twenty-fifth (25<sup>th</sup>) 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 since that time.

**10-1.02**

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

The fact that a professional already covered by this article changes employer in the public and parapublic sectors shall not modify his or her point of departure.

**10-1.03**

- Sector I - Chapais and Chibougamau  
- Témiscaming  
- Matagami
- Sector II - Îles-de-la-Madeleine  
- Fermont
- Sector III - Territory situated north of the 51° of latitude including Kawawachikamach and Schefferville except for Fermont.

**ARTICLE 10-2.00 RATES OF PREMIUMS**

**10-2.01**

The professional working in one of the sectors mentioned in clause 10-1.03 shall receive an annual isolation and remoteness premium indicated below:

	Periods	From 2010-04-01 to 2011-03-31	From 2011-04-01 to 2012-03-31	From 2012-04-01 to 2013-03-31	From 2013-04-01 to 2014-03-31	As of 2014-04-01
With dependents	Sector I	\$7 574	\$7 631	\$7 707	\$7 842	\$7 999
	Sector II	\$9 367	\$9 437	\$9 531	\$9 698	\$9 892
	Sector III	\$11 786	\$11 874	\$11 993	\$12 203	\$12 447
No dependents	Sector I	\$5 295	\$5 335	\$5 388	\$5 482	\$5 592
	Sector II	\$6 243	\$6 290	\$6 353	\$6 464	\$6 593
	Sector III	\$7 368	\$7 423	\$7 497	\$7 628	\$7 781

For each of the periods indicated on the preceding table, the premiums shall be increased according to the same rates prescribed in paragraphs A), B), C), D) and E) of clause 6-9.02.

On March 31, 2015, premiums shall be adjusted, where applicable, under paragraph F) of clause 6-9.02.

**10-2.02**

The amount of the isolation and remoteness premium applicable to a professional whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00 shall be adjusted in proportion to the regular hours worked in relation to the number of regular hours prescribed in article 9-1.00.

**10-2.03**

The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the assignment of the professional in the territory of the board in one of the sectors mentioned in clause 10-1.03.

**10-2.04**

A professional on maternity leave or a professional on adoption leave who remains in the territory during the leave shall continue to benefit from the provisions of this article.

**10-2.05**

If both members of a couple work for the same board, or if each works for a different employer in the public and parapublic sectors, only one of the two may receive the premium applicable to a professional with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium for professionals with no dependents, notwithstanding the definition of the term "dependent" found in clause 10-1.01.

**10-2.06**

Subject to clause 10-2.03, the board shall cease to pay the isolation and remoteness premium established under this article if the professional and his or her dependents deliberately leave the territory during a paid absence or leave for more than thirty (30) days except for annual vacation, nonworking days with pay, sick leave, maternity or adoption leave or leave due to a work accident.

**ARTICLE 10-3.00      OTHER BENEFITS****10-3.01**

The board shall assume the following expenses incurred by every professional 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 it is situated in one of the sectors mentioned in clause 10-1.03:

- a) the transportation expenses of the transferred professional 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:
  - i) two hundred and twenty-eight (228) kilograms for each adult or each child twelve (12) years of age or over;
  - ii) one hundred and thirty-seven (137) kilograms for each child under twelve (12) years of age;
- c) the cost of transporting his or her furniture (including household utensils), if need be, other than those provided by the board;
- d) the cost of transporting his or her motorized vehicle, if need be, by road, boat or train;
- e) the cost of storing his or her furniture, if need be.

**10-3.02**

The professional may not be reimbursed for these expenses if he or she is in breach of contract to go work for another employer before the sixty-first (61<sup>st</sup>) calendar day of his or her stay in the territory, unless the union and the board agree otherwise.

**10-3.03**

If the professional eligible for the provisions of subparagraphs b), c) and d) of clause 10-3.01 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the provisions during the year following the first day of the beginning of his or her assignment.

**10-3.04**

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

- a) the professional's first assignment: from the point of departure to the place of assignment;
- b) the dismissal or nonreengagement of the professional by the board: from the place of assignment to the point of departure;
- c) a subsequent assignment or transfer at the request of the board or of the professional: from one place of assignment to another;
- d) the breach of contract, resignation or death of the professional: from the place of assignment to the point of departure; however, in the case of sectors I and II, the reimbursement shall only be made in proportion to the time worked in relation to a period of reference established at two hundred and sixty decimal nine (260.9) working days except in the case of death;
- e) a professional obtains a leave of absence for educational purposes: from the place of assignment to the point of departure. In this case, the expenses referred to in clause 10-3.01 shall also be payable to the professional whose point of departure is fifty (50) kilometres or less from the place where he or she performs his or her duties.

**10-3.05**

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

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

If both spouses, within the meaning of clause 1-1.13, work for the same board, only one of the two may avail himself or herself of the benefits granted under this article.

**10-3.06**

The weight of two hundred and twenty-eight (228) kilograms mentioned in subparagraph b) of clause 10-3.01 shall be increased by forty-five (45) kilograms for every year of service in the employ of the board in the territory. This provision shall cover the professional only.

**ARTICLE 10-4.00      OUTINGS****10-4.01**

- a) The board shall assume the expenses directly or shall reimburse the professional recruited at 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 professional and his or her dependents for:
  - i) Fermont, Schefferville and Kawawachikamach: four (4) outings per year for the professional without dependents and three (3) outings per year for the professional with dependent(s);
  - ii) the localities of the Îles-de-la-Madeleine: one (1) outing per year.
- b) The initial place of recruitment shall not be modified due to the fact that the professional nonreengaged because of surplus of personnel, who is subsequently reengaged, chose to stay there during the period of unemployment.

- c) The fact that the professional's spouse works for the board or another employer in the public and parapublic sectors must not cause the professional to benefit from a greater number of paid outings than that prescribed in this agreement.

#### **10-4.02**

These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the professional 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.

#### **10-4.03**

In the cases mentioned in subparagraphs i) and ii) of paragraph a) of clause 10-4.01, an outing may be used by the spouse or a family member not residing in the territory to visit the professional who lives in one of the localities mentioned in paragraph a) or b).

#### **10-4.04**

If a professional or one of his or her dependents must immediately leave, for reasons of emergency, his or her place of work situated in one of the localities mentioned in clause 10-4.01 because of illness, an accident or a complication related to pregnancy, the board shall pay for the cost of the return flight. The professional 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 physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person evacuated from his or her place of work.

#### **10-4.05**

The board shall authorize a professional to take a leave of absence without salary if one of his or her dependents must be evacuated for reasons of emergency in keeping with this clause in order to allow him or her to accompany his or her dependent.

#### **10-4.06**

A professional who originates from a locality situated at 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 a spouse employed in the public and parapublic sectors shall continue to benefit from the right to outings prescribed in clause 10-4.01 even if he or she loses the status of spouse within the meaning of clause 10-1.01.

### **ARTICLE 10-5.00 REIMBURSEMENT OF TRANSIT EXPENSES**

#### **10-5.01**

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

The expenses shall be limited to the amounts prescribed in the norms established by the board under article 8-3.00.

### **ARTICLE 10-6.00 DEATH**

#### **10-6.01**

In the event of the death of the professional or of one of his or her dependents, the board shall pay the transportation for the repatriation of the mortal remains. Moreover, the board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec in the event of the death of the professional.



**ARTICLE 10-7.00      LODGING****10-7.01**

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

**10-7.02**

The rent charged to professionals for whom housing is provided in the localities of Fermont and Schefferville shall be maintained at the June 30, 1995 rate.

**10-7.03**

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

**ARTICLE 10-8.00      PROVISIONS OF FORMER AGREEMENTS****10-8.01**

In the event of benefits greater than the current plan for regional disparities resulting from the application of the 1986-1988 agreement or recognized administrative practices, they shall be renewed except if they deal with one of the following elements of this agreement:

- a) the retention premium;
- b) the definition of "point of departure" provided in clause 10-1.02;
- c) the rates of premiums and the calculation of the premium prescribed in article 10-2.00 for the professional whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00;
- d) the reimbursement of expenses related to moving and outings of the professional recruited from outside Québec prescribed in articles 10-3.00 and 10-4.00;
- e) the number of outings prescribed in article 10-4.00 when the professional's spouse works for the board or an employer in the public and parapublic sectors.

**10-8.02**

The retention premium equivalent to eight percent (8%) of the annual salary shall be maintained for professionals working in the localities of Sept-Îles (including Clarke City) and Port-Cartier.

**CHAPTER 11-0.00                    GRIEVANCES, ARBITRATION AND DISAGREEMENTS****ARTICLE 11-1.00            GENERAL PROVISIONS AND GRIEVANCE PROCEDURE****Section 1        General provisions****11-1.01**

The time limits prescribed in this chapter in which to formulate a grievance and to submit it to arbitration shall be compulsory, unless there is a written agreement for their extension between the board and the union.

The board and the union may agree in writing to waive the time limits prescribed in Section 2 of article 11-1.00 when a grievance has already been the subject of discussion between the parties. In the case of such an agreement, the union may proceed directly to arbitration as provided for in article 11-2.00, notwithstanding the time limits prescribed in clause 11-2.01.

**11-1.02**

For the purposes of submitting a grievance, the union or the professional shall forward a notice, using the form provided below.

**GRIEVANCE FORM**

Grievance	
Union grievance no. <input style="width: 150px;" type="text"/>	<input type="radio"/> Interpretation <input type="radio"/> Classification
Union <input style="width: 250px; height: 30px;" type="text"/> Name: _____ Address: _____ Tel.: _____	Employer <input style="width: 250px; height: 30px;" type="text"/> Name: _____ Address: _____ Tel.: _____

Arbitration method <sup>1</sup> <input style="width: 100px;" type="text"/> Nature of grievance 1 <sup>3</sup> <input style="width: 100px;" type="text"/> Number of plaintiffs <input style="width: 30px;" type="text"/>	Type of grievance <sup>2</sup> <input style="width: 100px;" type="text"/> Nature of grievance 2 <input style="width: 100px;" type="text"/>
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Plaintiff(s)			Clause(s)
Name	Given name	Main plaintiff	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Facts giving rise to the grievance, corrective measure(s) sought, comments, compensation requested (if any), etc.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**11-1.03**

In order to submit an arbitration notice, the union shall use the computerized form of the Greffe des tribunaux d'arbitrage du secteur de l'éducation.

However, the professional concerned, who wishes to submit an arbitration notice under clause 5-8.05, 5-9.02 or 8-7.06, must give a written notice to that effect to the board, to the chief arbitrator and to the union. The notice must contain a copy of the grievance and forwarded by certified mail, registered letter or fax.

**11-1.04**

The forwarding date found on the computerized form shall constitute prima facie proof for the purposes of calculating the time limits prescribed in article 11-2.00.

<sup>1</sup> Regular arbitration (clause 11-2.01)  
<sup>2</sup> Individual, collective or union  
<sup>3</sup> Examples: abolishment of position, absence, priority of employment, etc.

The date on the post office receipt for documents sent by registered mail or the date on the post office receipt for documents received by certified mail or the confirmation for documents sent by fax shall constitute prima facie proof for the calculation of the time limits prescribed in articles 11-1.00 and 11-2.00.

#### **11-1.05**

Address of the Greffe de l'Éducation:

Greffe des tribunaux d'arbitrage du secteur de l'éducation  
Édifice Lomer-Gouin  
575, rue Saint-Amable, suite 2.02  
Québec (Québec) G1R 5Y8

Fax: 418-646-6848

#### **11-1.06**

A technical error in the formulation of a grievance shall have no effect upon the validity of the said grievance. Similarly, an error of form in the written response to a grievance cannot be invoked against the board.

### **Section 2 Grievance procedures**

#### **11-1.07**

Any professional, whether or not he or she is accompanied or not by the union delegate may, if he or she so desires, before submitting a grievance, attempt to solve his or her problem with the authority designated by the board.

#### **11-1.08**

In order to settle as quickly as possible every grievance which may arise during the term of this agreement, the board and the union agree to comply with the procedure described in this section.

#### **11-1.09**

A grievance may be submitted to the board by a professional or by the union acting on behalf of the professional or both.

The notice of grievance must be sent by certified mail, registered letter or fax or otherwise delivered to the authority designated by the board within ninety (90) days of the event giving rise to the grievance.

#### **11-1.10**

The notice of grievance must contain a summary of the facts that gave rise to the grievance, the name of the professional or the professionals concerned, where applicable. For information purposes, the notice of grievance must specify the clauses of the agreement on which it is based and, without prejudice, the required corrective measure or measures.

In the case of a classification grievance or a grievance concerning the placement of a professional, the notice of grievance must specify, without prejudice, the employment group or step sought, as the case may be.

#### **11-1.11**

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

**11-1.12**

The authority designated by the board may meet with the union's representative, accompanied or not by the professional concerned, at a time convenient to both parties, in order to discuss the grievance.

**11-1.13**

Within fifteen (15) days of the mailing or delivery of the notice of grievance, the authority designated by the board shall provide the union with a written decision and, where applicable, shall forward a copy to the professional or professionals concerned.

**11-1.14**

If the union feels that the decision mentioned in clause 11-1.13 is inadequate or if the decision is not received within the prescribed time, it may submit the grievance to arbitration according to the procedure described in article 11-2.00.

**ARTICLE 11-2.00      ARBITRATION****Regular arbitration procedure****11-2.01**

The union wishing to submit a grievance to the regular arbitration procedure must, within forty-five (45) days of the expiry of the time limit prescribed in clause 11-1.13, notify the board and the chief arbitrator to that effect, using the computerized form of the Greffe des Tribunaux d'Arbitrage du Secteur de l'Éducation and include the notice of grievance.

However, notwithstanding clause 11-1.14 and the preceding paragraph, the union may enter its grievance for arbitration after it receives the reply of the board provided for in clause 11-1.13.

**11-2.02**

Once the notice of arbitration has been registered, the records office shall immediately send an acknowledgement of receipt to the union, the board, the Ministère, the CPNCA, the FPPE and the Centrale.

**11-2.03**

For the term of this agreement, every grievance submitted to arbitration shall be decided by an arbitrator chosen from among the following:

- a) Jean-Guy Ménard, chief arbitrator
- b)<sup>1</sup>

Jacques Bhérer	Diane Fortier	Bernard Lefebvre
Pierre N. Dufresne	François G. Fortier	Marcel Morin
Gilles Ferland	Harvey Frumkin	Marc Poulin
	André Ladouceur	Lyse Tousignant
- c) any other person appointed by the Centrale and the CPNCA to act in this capacity.

**11-2.04**

A grievance shall be referred to a single arbitrator. However, at the request of the Centrale or the CPNCA when the monthly arbitration roll is prepared or within the fifteen (15) days that follow, the grievance may be referred to an arbitrator appointed under this clause and assisted by an assessor appointed by the Centrale and an assessor appointed by the CPNCA.

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<sup>1</sup> Subject to review by the provincial negotiating parties prior to the printing of the agreement

If need be, the Centrale shall inform the records office of the name of a union assessor of its choice and the CPNCA shall inform it of the name of an employer assessor of its choice within thirty (30) clear days of the entering of the case on the arbitration roll.

Every assessor thus appointed shall be deemed competent to sit, whatever his or her past or present activities, interests in the litigation or functions in the union, the board or elsewhere.

#### **11-2.05**

Any arbitrator appointed under this article shall be deemed competent to act as an arbitrator who shall decide, in conformity with the provisions of a former agreement, on any legal grievance arising from the provisions of a former agreement. The preceding provisions shall not remove from the jurisdiction of other arbitrators any grievance referred to them by the chief arbitrator before the date of the coming into force of this agreement.

#### **11-2.06**

For the purpose of applying the preceding clause, any grievance which legally arose before the expiry of the 2005-2010 Provisions (P2) and submitted to arbitration after expiry of the 2005-2010 Provisions (P2) within the time limits prescribed therein shall be validly submitted to arbitration. To that end, the board, the Ministère and the CPNCA shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the agreement.

#### **11-2.07**

As of his appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his honour before a judge of the Superior Court to perform his duties in conformity with the law, the provisions of this agreement and according to equity and good conscience.

As of his or her appointment, every arbitrator shall take an oath or shall pledge on his or her honour before the chief arbitrator, for the term of this agreement, to render his or her decisions in conformity with the law, the provisions of the agreement, and according to equity and good conscience. Where applicable, the arbitrator shall receive, at the beginning of each arbitration, the same oaths or pledges on their honour from the two (2) assessors appointed to assist him or her and to carry out their duties in conformity with the law, the provisions of the agreement and according to equity and good conscience.

#### **11-2.08**

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

- a) draw up the monthly arbitration roll in the presence of representatives of the CPNCA and the Centrale;
- b) appoint an arbitrator from the list mentioned in clause 11-2.03;
- c) set the time, date and place of the first arbitration session;
- d) indicate, for each grievance, whether it involves an arbitration referred to a single arbitrator or to an arbitrator assisted by an assessor.

The records office shall notify the arbitrator, the parties concerned, the Ministère, the CPNCA, the Fédération, the Centrale and where applicable, the assessors.

#### **11-2.09**

The arbitrator shall set the time, date and place of the subsequent sessions, where applicable, and shall inform the records office; the records office shall notify the parties concerned, the Ministère, the CPNCA, the Fédération, the Centrale and, where applicable, the assessors. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if need be.

To facilitate the holding of a hearing, the lawyers shall contact each other and inform the arbitrator of the nature of the preliminary means they intend to raise one week prior to the hearing.

Every hearing shall be scheduled for 9:30 a.m.; the lawyers, assessors, if any, and the arbitrator must use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- outline the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearings.

#### **11-2.10**

The arbitrator or the assessor shall be replaced according to the procedure established for the original appointment.

#### **11-2.11**

If an assessor has not been designated in conformity with the original appointment procedure or if the position of assessor is vacant and is not filled before the date set for the hearing, the arbitrator shall appoint him or her, ex officio, on the day of the hearing.

#### **11-2.12**

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she may deem appropriate. He or she also ensures compliance with the operating procedures of the records office.

#### **11-2.13**

At any time before the first deliberation session or within fifteen (15) days after the end of the hearing if it involves a grievance heard by a single arbitrator, the Centrale, the Fédération, the CPNCA, the QESBA and the Ministère may individually or collectively intervene and make any representation that they deem appropriate or pertinent to the arbitrator or, where applicable, to the arbitrator assisted by his or her assessors.

However, if one of the aforementioned parties wishes to intervene, it shall so inform the other parties of its intention and of the object of the intervention.

#### **11-2.14**

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 session to be held in camera.

#### **11-2.15**

The arbitrator may deliberate in the absence of an assessor provided he or she has notified him or her in accordance with clause 11-2.09 at least seven (7) days in advance.

**11-2.16**

Except in the case of the preparation of written arguments where the board and the union may agree to exceed the time limit, the arbitrator must render his or her decision within forty-five (45) days following the end of the hearing. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the said time limit.

The chief arbitrator may not assign another grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered. This shall not apply to an arbitrator who has filed the draft decision within this same time limit and if no other additional deliberation has been requested by an assessor.

**11-2.17**

The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.

Any assessor may file a separate report and attach it to the decision.

The arbitrator shall file the original signed arbitration decision at the records office and, at the same time, shall also send copies to the two (2) assessors, if any.

The records office, under the responsibility of the chief arbitrator, shall forward a copy of the decision to the parties concerned, the Centrale, the Fédération, the QESBA, the CPNCA and the Ministère and shall also file two (2) certified copies with the Ministre du Travail.

**11-2.18**

At any time prior to his or her final decision, an arbitrator may render any temporary or interlocutory decision that he or she deems fair and useful.

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

If the decision grants a time limit in which to fulfill an obligation, the time limit shall begin as of the date on which the decision was sent by the records office, unless the arbitrator decides otherwise within the framework of the decision.

**11-2.19**

An arbitrator may not, by his or her decision regarding a grievance, modify, subtract from, or add to this agreement.

**11-2.20**

The arbitrator called upon to decide whether or not a grievance is well-founded, shall have the authority to uphold it or to reject it, in whole or in part, and to determine the compensation that he or she deems equitable for the loss sustained by the professional because of the board's error in interpreting or applying the agreement.

The arbitrator to whom a grievance has been referred to contest the dismissal of a professional may annul the decision of the board if the procedure prescribed was not followed or if the reasons for the dismissal are not well-founded or do not constitute sufficient grounds, order that the professional concerned be reinstated in his or her duties and determine, if need be, the amount of the compensation to which he or she is entitled. The arbitrator may also change the decision for one which he or she feels is fair and reasonable, taking into account all the circumstances surrounding the event.

The arbitrator to whom a grievance has been referred to contest the nonreengagement of a regular professional may annul the decision of the board if the procedure prescribed was not followed or if the reasons for the nonreengagement are not well-founded or do not constitute sufficient grounds, order that the professional concerned be reinstated in his or her duties and determine, if need be, the compensation to which he or she is entitled.



The first paragraph of this clause applies to a grievance for nonreengagement due to the surplus of a regular professional if the procedure prescribed in article 5-9.00 was followed entirely and if the sole reason invoked by the board in support of the nonreengagement is the surplus of personnel. In this case, the jurisdiction of the arbitrator shall include the power to order that the professional be reinstated in his or her duties.

**11-2.21**

The chief arbitrator shall choose the chief records clerk.

**11-2.22**

The arbitrator's fees and expenses shall be paid by the party that submitted the grievance if it is rejected and by the party to which the grievance was submitted if it is upheld. If the grievance is partially upheld, the arbitrator shall determine the proportion of the fees and expenses payable by each party.

If the grievance is settled, regardless of the number of grievances concerned and the nature of the settlement, the amount payable in cancellation fees as well as the arbitrator's fees and expenses, if any, shall be assumed equally by the parties or according to the terms and conditions of settlement.

If the grievance is unresolved, the party that withdraws the grievance or accedes to it shall assume the amount payable in cancellation fees.

At the request of either party, the arbitrator who takes note of the settlement may agree on a different distribution.

Notwithstanding the foregoing, in the case of grievances submitted to the board before December 16, 2005 as well as the dismissal grievances submitted before or after December 16, 2005, the arbitrator's fees and expenses shall be borne by the Ministère.

**11-2.23**

In all cases, the party that requests a postponement of a hearing shall assume the fees and expenses incurred for the postponement; if the postponement is requested jointly, they shall be assumed equally.

However, the arbitrator's fees and expenses shall be assumed according to the rules applicable prior to December 16, 2005 in the case of a grievance submitted before that date.

**11-2.24**

The costs of the records office shall be borne by the Ministère.

**11-2.25**

The hearings and the deliberations shall be held in rooms supplied free of rental charge.

**11-2.26**

The assessors shall be remunerated and reimbursed for their expenses by the party they represent.

**11-2.27**

If a party requests the services of an official stenographer, the expenses and fees shall be the responsibility of the party which requested them.

If the official stenographic notes are transcribed, a copy shall be forwarded by the stenographer to the arbitrator and to the assessors, where applicable, before the beginning of the deliberations at the expense of the party requesting such notes.

If the party that did not request the stenography wishes to obtain a copy of the transcribed stenographic notes, the party shall share the total fees and expenses of the stenography in equal parts with the other party, unless there is an agreement to the contrary between the parties.

**11-2.28**

The arbitrator shall convey or otherwise serve any order or document issued by him or her or by the parties involved. At the request of a party, the arbitrator may assign a witness in accordance with section 100.6 of the Labour Code (R.S.Q., c. C-27).

**IN WITNESS WHEREOF**, the parties herein have signed in Montréal this 28<sup>th</sup> day of the month of March 2011 the provisions negotiated and agreed between the Management Negotiating Committee for English-language School Boards (CPNCA) and the Centrale des syndicats du Québec on behalf of the professionals' unions represented by its bargaining agent, the Fédération des professionnelles et professionnels de l'éducation du Québec (CSQ).

**FOR THE EMPLOYER GROUP****FOR THE UNION GROUP**

(signed) Line Beauchamp

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Line Beauchamp  
Minister of Education, Recreation and Sports

(signed) Réjean Parent

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Réjean Parent  
President, CSQ

(signed) Bernard Huot

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Bernard Huot  
President, CPNCA

(signed) Jean Falardeau

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Jean Falardeau  
President, FPPE

(signed) Éric Bergeron

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Éric Bergeron  
Vice-president, CPNCA

(signed) Johanne Pomerleau

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Johanne Pomerleau  
Vice-president, FPPE

(signed) Debbie Horrocks

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Debbie Horrocks  
President, QESBA

(signed) Patrice Lemay

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Patrice Lemay  
Vice-president—affaires administratives  
FPPE

(signed) François Grégoire

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François Grégoire  
Negotiator, CPNCA

(signed) Constance Peacock

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Constance Peacock  
Negotiator, FPPE

(signed) Lucie La Ferrière

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Lucie La Ferrière  
Negotiator, CPNCA

(signed) Marc Bernier

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Marc Bernier  
Negotiator, FPPE

(signed) Roger Lacasse

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Roger Lacasse  
Spokesperson, CPNCA

(signed) Stéphane Moreau

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Stéphane Moreau  
Spokesperson, FPPE

## APPENDIX "A"

## COMPUTERIZED BILLING OF GROUP INSURANCE PREMIUMS

The following special provisions apply to the board which accepts to replace the current self-billing system<sup>1</sup> for personal group insurance plans premiums with a computerized billing system for group insurance premiums:

A) A second paragraph is added to clause 7-1.11:

7-1.11 For the professional on a leave without salary for twenty-eight (28) days or less, the insurer shall, upon the professional's return to work, adjust his or her premiums to take into account the total amount of required premiums due during his or her leave, including the board's share.

For the professional on leave without salary for more than twenty-eight (28) days, the insurer shall claim from the professional directly the total amount of the premiums due, including the board's share.

B) Clause 7-1.13 is modified by adding the following subparagraph c):

7-1.13 c) Each year, the board's contribution to the health insurance plan shall be sent to the insurer in two installments:

i) the first installment shall cover the period from January 1 to June 30 and shall be established by the insurer for all professionals concerned for the pay period which includes April 1 and for whom the contribution must be made; the installment represents fifty percent (50%) of the board's contribution;

ii) the second installment shall cover the period from July 1 to December 31 and shall be established by the insurer for all professionals concerned for the pay period which includes November 1 and for whom the contribution must be made; the installment shall represent fifty percent (50%) of the board's contribution.

C) Subparagraph k) of clause 7-1.15 becomes subparagraph l) of this same clause.

The new subparagraph k) of clause 7-1.15 is as follows:

k) the insurer shall determine the total amount of the professional's premiums for each pay period and shall forward it to the board by computerized listing so that the board can make the deduction;

D) Subparagraph i) of paragraph b) of clause 7-1.16 is modified as follows:

7-1.16 b) i) the provisions of subparagraphs b) to k) of clause 7-1.15;

E) Clause 7-1.16 is modified by adding the following paragraph c):

7-1.16 c) General Group Insurance (FAMR)<sup>2</sup>

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

The professionals referred to in clause 7-1.01 may benefit from payroll deduction of the insurance premiums for the plans.

<sup>1</sup> The main difference between the two billing systems is as follows:

- . under the self-billing system, the board establishes the cost of each professional's personal group insurance premiums and deducts the premiums at source;
- . under the computerized billing system, the insurer establishes the cost of the premiums and forwards to the board by computerized listing the total amount it will deduct from each professional's pay.

<sup>2</sup> (FAMR): Fire, Accident and Miscellaneous Risk

Only subparagraph k) of clause 7-1.15 applies to the general group insurance plans (FAMR).

F) Clause 7-1.20 is replaced with the following:

7-1.20 The insurer selected for all plans, including the general group insurance plans (FAMR) mentioned in paragraph c) of clause 7-1.16, 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 the insurer, the Insurance Committee of the Centrale, or the Centrale in the case of the general group insurance plans (FAMR), may request bids or proceed according to any other method that it determines.

G) Clause 7-1.28 is replaced with the following:

7-1.28 a) The board shall facilitate the implementation and application of the personal group insurance plans, in particular by:

- i) informing new professionals about the plans;
- ii) registering new professionals;
- iii) forwarding to the insurer the application forms and the pertinent information required by the insurer to keep the participant's file up-to-date;
- iv) forwarding the deducted premiums to the insurer;
- v) providing professionals with the forms required for participation in the plan, claim forms or other forms supplied by the insurer;
- vi) conveying information normally required of the employer by the insurer for settling certain benefits;
- vii) forwarding to the insurer the names of professionals who have indicated to the board that they intend to retire.

b) In the case of general group insurance (FAMR) mentioned in paragraph c) of clause 7-1.16, the board shall forward the deducted premiums to the insurer.

**APPENDIX "B"****PROVINCIAL COMMITTEE CONCERNING STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES**

Within sixty (60) days of the signing of this agreement, a provincial committee shall be set up. It shall consist of, on the one hand, three (3) representatives of the CPNCA and, on the other hand, three (3) union representatives of the English sector, namely, one from each of the union federations or associations (FPPE, FPSS and QPAT).

The mandate of the provincial committee shall be to make recommendations dealing with:

- a) services for at-risk students and for students with handicaps, social maladjustments or learning difficulties in order to foster their success;
- b) the conditions and organization of work of the personnel in the education sector working with students with special needs.

The committee shall establish its own operating rules and shall set the calendar and location of its meetings. It shall prepare a written report for the provincial negotiating parties within ten (10) months after it is set up, unless the parties agree otherwise.

**APPENDIX “C”****PARITY TECHNICAL COMMITTEE**

The parity technical committee shall be composed of four (4) representatives: two (2) designated by the CPNCA and two (2) designated by the FPPE.

Either party may request to convene a meeting of the committee to:

- document and analyze the current procedures related to mobility and travel of professionals in the context of the relocation of professional personnel;
- document and analyze operating procedures related to working time, work schedule and overtime in effect in the English-language school boards and to discuss their impact on the services offered to students.

The committee shall prepare a report and submit recommendations to the FPPE and to the CPNCA.

The committee shall determine its own operating rules and shall set the calendar and location of its meetings.

**APPENDIX “D” PROFESSIONAL RESOURCES TO SUPPORT STUDENT SUCCESS IN THE YOUTH AND ADULT SECTORS**

- 1- The Ministère shall allocate an additional envelope of \$23.75M representing the equivalent of 380 full-time regular professional positions for all the Management Negotiating Committees (CPNCA-CPNCF-CPNCSK-CPNCSC) whose professionals’ unions are affiliated with the CSQ and represented by the FPPE.
- 2- The 2009-2010 school year is the reference year on the basis of which the additional professional resources are calculated. The calculation base is the number of equivalent full-time (EFT) regular professionals in the employment groups working directly with students in the youth and adult sectors during that year.

The amounts shall be added to the amounts already prescribed in the budgetary rules for the additional resources for at-risk students and students with handicaps, social maladjustments or learning disabilities.

- 3- In the 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 school years, the Ministère shall provide each board with the information relating to budgetary resources allocated under this appendix.

The amount allocated of \$23.75M shall be distributed for each school year as follows:

	<b>Additional amounts</b>	<b>Cumulative total</b>
2010-2011	\$7.38M	\$7.38M
2011-2012	\$6.20M	\$13.58M
2012-2013	\$3.27M	\$16.85M
2013-2014	\$3.36M	\$20.21M
2014-2015	\$3.54M	\$23.75M

- 4- The board shall inform the union of the annual amounts received from the Ministère under this appendix.

No later than May 1 of each school year, the board shall consult the union through the labour relations committee prescribed in article 4-1.00 on the needs to be filled under this appendix and shall inform the union of how the sums received were used and of the professional resources covered by the envelope.

- 5- Any additional amount that a board could not use in a given year shall be added to those allocated for the following year.
- 6- The amounts allocated are intended to ensure that regular professionals are hired to work directly with students in the youth and adult sectors, increase the working hours of existing regular professional positions and maintain, where applicable, professional resources working directly with students in the youth and adult sectors when the amounts allocated to the board under the budgetary rules to finance professional resources are reduced as a result of a decline in student enrolment.

The board shall define its needs following the consultation prescribed in the second paragraph of the preceding article 4.

- 7- The amounts allocated shall change based on the salary parameters according to the annual increases applicable to the annual salary scales and rates of professionals found in clause 6-9.02 for each of the school years covered under article 3.

Notwithstanding the preceding paragraph, the additional amounts prescribed in article 3 take into account the annual increases applicable to the salary scales and rates of professionals subject to the changes to be made, where applicable, to the salary scales and rates as of April 1, 2012 that resulted from the adjustments made under the second paragraph of paragraphs C), D), E) of clause 6-9.02 and of paragraph F) of clause 6-9.02.



- 8- The CPNCA and the FPPE recognize that the amounts invested under this appendix are intended to ensure that a real addition of professional resources is allocated for direct services to students in the youth and adult sectors based on the reference year, the 2009-2010 school year. Consequently, they agree that, at the end of the 2014-2015 school year, most of the total envelope must have been allocated for additional professional resources in direct services to students in the youth and adult sectors.
- 9- This appendix may not be subject to grievance and arbitration procedures. However, for any problem relating to the application of the appendix, the CPNCA and the FPPE, upon either party's request, shall meet in the context of the provincial parity committee prescribed in article 10.
- 10- For the term of this agreement, the CPNCA and the FPPE shall set up, within one hundred and twenty (120) days of the signing of this agreement, a parity committee composed of four (4) representatives, two (2) from the CPNCA and two (2) from the FPPE whose mandate is as follows:
  - ensure the provincial follow-up of the application of this appendix;
  - analyze, at the end of each of the school years covered by this appendix, the data related to the engagement and maintenance of regular professional resources in direct services to students in the youth and adult sectors;
  - analyze the application problems submitted and make appropriate recommendations to the CPNCA and the FPPE.

The committee shall establish its own operating rules as well as the calendar and locations of the meetings.

**APPENDIX "E"****FAMILY RESPONSIBILITIES**

The negotiating union group CSQ, on the one hand, and the Québec government 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 "F"<sup>1</sup>**LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN<sup>2</sup> AND AMENDMENTS TO THE LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) SIGNED ON JULY 9, 2010<sup>3</sup>****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 to 7 of this appendix to the Act respecting the Government and Public Employees Retirement Plan (RREGOP).

**2. Number of years of service**

The maximum number of years of credited service used for pension calculation purposes is increased. The maximum shall be increased gradually so as to reach 38 years on January 1, 2014. Subject to the following, these years guarantee the same benefits as the previous ones:

- As of January 1, 2011, the number of years of credited service used for pension calculation purposes beyond 35 years must be service performed or bought back. No buy-back of service prior to January 1, 2011 may cause the credited service used for pension calculation purposes to exceed 35 years on January 1, 2011.
- No retroactivity measure shall be allowed. No contribution or buy-back can be made to recognize service exceeding 35 years of credited service used for pension calculation purposes prior to January 1, 2011.
- The pension reduction applicable as of 65 years of age (QPP coordination) does not apply to the years of credited service used for pension calculation purposes exceeding 35 years.
- A person who receives a long-term salary insurance benefit may only accumulate a maximum of 35 years of pensionable service for pension calculation purposes.
- Any service that occurred, as of January 1, 2011, beyond 35 years of credited service is pensionable up to a maximum of 38 years of credited service.

As regards the reassessment of pension credits, the increase from 35 to 38 years in the maximum number of years of service must not have the effect of increasing or decreasing the number of years that would be reassessed if this measure did not exist.

**3. Pension credits**

As of January 1, 2011, it is no longer possible to buy back prior service in the form of pension credits.

**4. Contribution formula**

As of January 1, 2012, the contribution formula shall be amended according to the specifications described in Schedule 1.

The compensation described in Schedule 1 reflects an amount that allows a contributor whose annualized salary is lower than the MPE to make contributions comparable to those he or she would make if the 35% MPE exemption was maintained.

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<sup>1</sup> This appendix is non-arbitrable.

<sup>2</sup> Reproduced from the letter agreed on July 9, 2010 at the central table

<sup>3</sup> Reproduced from the amendments agreed on October 28, 2010 at the central table

Each year, CARRA shall determine the total compensation no later than nine months after the end of the calendar year; it constitutes a shortfall in the participants' fund. Each year, the shortfall is absorbed by the government which transfers, no later than three months following the CARRA calculation, the amount required from the employers' contributions to the RREGOP employees' contributions (fund 301).

**5. Bank of 90 days**

Unredeemed absences without pay after January 1, 2011 can no longer be granted without cost upon retirement. However, unredeemed absences without pay related to parental leaves may continue to be offset with the 90-day bank. The 90-day limit continues to apply.

**6. Frequency of actuarial valuations**

The frequency of actuarial valuations remains on a 3-year basis. However, every year, the actuarial valuation is updated.

**7. Indexation clause**

Should a surplus exceeding by more than 20% the unfunded actuarial liability in the benefits paid by participants be identified in a 3-year actuarial valuation where the validity of assumptions has been confirmed by the consulting actuary or in an updated valuation, the indexation clause related to benefits paid by the participants, payable to retirees, for service credited between June 30, 1982 and January 1, 2000 is enhanced on January 1 after the Minister receives the consulting actuary's report in the case of a 3-year actuarial valuation or on January 1 after the valuation was updated, provided that the portion of the surplus exceeding 20% of the unfunded actuarial valuation covers the total cost of the enhanced benefits.

The cost corresponds to the difference, with respect to the years of service credited between June 30, 1982 and January 1, 2000, between the current value of the benefits that would be payable to retirees according to the indexation clause applicable for the service credited since January 1, 2000 (CPI - 3% with a minimum of 50% of the CPI) and the current value of the benefits paid by participants, payable to retirees under the indexation clause (CPI - 3%).

On January 1 of each subsequent year, the enhancement of the indexation clause remains in force only if, after the 3-year actuarial valuation was updated or the Minister received the consulting actuary's report validating a new 3-year actuarial valuation, there is a surplus that exceeds by more than 20% the unfunded actuarial liability in the benefits paid by participants and the portion of the surplus that exceeds 20% of the unfunded actuarial liability covers the total cost of the enhanced benefits as determined above. It is understood that a benefit increase ensuing from the enhanced indexation granted during one year shall not be reduced subsequently.

As regards benefits paid by the government and payable to retirees for service credited between June 30, 1982 and January 1, 2000, the government shall discuss with the unions referred to in this letter of intent, when the aforementioned conditions are met, the possibility of enhancing the indexation clause in the same manner as it has been enhanced for benefits paid by participants.

Where benefits paid by the government and payable to retirees with respect to the service credited between June 30, 1982 and January 1, 2000 would not be enhanced, a transfer from the employees' contribution fund must be made to the employers' contribution fund so as to preserve the cost sharing of benefits prescribed by law, it being understood that the enhancement applies only to the portion of the benefits paid by participants. CARRA shall determine the amount to be transferred on December 31 preceding the benefit enhancement paid by participants and payable to retirees based on the method and assumptions of the most recent actuarial valuation. The amount shall be transferred within three months of the date on which CARRA assessed the amount to be transferred.

**8. Amendments to the pension plans**

Subject to the amendments prescribed herein during the term of this agreement, no amendment to RREGOP may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

**SCHEDULE 1**  
**CONTRIBUTION FORMULA**

**A-** A participant's contribution to RREGOP is currently based on the following formula:

**a) if pensionable salary < 35% of MPE**

Contribution = 0

**b) if pensionable salary > 35% of MPE**

Contribution = Rate A x (pensionable salary – 35% of MPE)

Where:

MPE: Maximum pensionable earnings

Rate A: Contribution rate applicable to excess pensionable salary on 35% of MPE determined by CARRA during actuarial valuation

**B-** As of January 1, 2012, the contribution formula in point A shall be replaced by:

**a) if pensionable salary < 35% of MPE**

Contribution = Rate B x [pensionable salary – Z% of MPE] – Compensation

Compensation = MAXIMUM [0; Rate B x (pensionable salary – Z% of MPE)]

**b) if pensionable salary > 35% of MPE**

Contribution = Rate B x [pensionable salary – Z% of MPE] – Compensation

Compensation = MAXIMUM [0; Factor x (MPE – pensionable salary)]

Where:

Rate B: Contribution rate applicable to excess pensionable salary on Z% of MPE determined by CARRA during actuarial valuation

Z: Equals 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016

Factor: Factor determined every year by CARRA allowing contributors whose salary is lower than the MPE to make contributions that are essentially the same as under the current contribution formula (point A)

**AMENDMENTS TO THE LETTER OF INTENT CONCERNING  
THE GOVERNMENT AND PUBLIC EMPLOYEES  
RETIREMENT PLAN (RREGOP) SIGNED ON JULY 9, 2010**

In the context of the implementation of the legislative provisions as a result of the signing of the letter of intent, two amendments are being made to the letter of intent.

First, a situation has been eliminated where a participant could not reach thirty-eight (38) years of credited service. In fact, considering the administrative impact of differentiating a long-term salary insurance benefit from a short-term salary insurance benefit, the privilege clause according to which “a person who receives a long-term salary insurance benefit cannot accumulate beyond thirty-five (35) years of creditable service for pension calculation purposes” shall be abolished.

Second, a clarification was made about the objective sought by the parties concerning the elimination of recognized service in the form of pension credits. The wording should read as follows:

“As of January 1, 2011, no prior service shall be recognized in the form of pension credits under RREGOP, TPP and CSSP”.

**APPENDIX "G"<sup>1</sup>****PROVINCIAL COMMITTEE CONCERNING STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES**

Within sixty (60) days of the signing of this agreement, a provincial committee of no more than twelve (12) members shall be set up. It shall consist of, on the one hand, three (3) representatives of the employer group (QESBA and MELS) and, on the other hand, a representative of each of the provincial negotiating union groups for each of the employment categories (support, professional and teaching personnel) working on a regular basis with students with handicaps, social maladjustments or learning disabilities in the English-language school boards<sup>2</sup>.

The mandate of the provincial committee shall be to make recommendations dealing with:

- a) the services to be offered to at-risk students and to students with handicaps, social maladjustments or learning difficulties in order to foster their success;
- b) the conditions and organization of work of the personnel in the education sector working with students with special needs.

The committee shall establish its own operating rules and shall set the calendar and location of its meetings. It shall prepare a written report for the provincial negotiating parties within ten (10) months after it is set up, unless the parties agree otherwise.

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<sup>1</sup> This appendix is not an integral part of the agreement.

<sup>2</sup> A separate provincial committee shall be set up for the Eastern Townships School Board.