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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 CEQ**

The Centrale de l'enseignement 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 Committee 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:

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

The dissolution of the marriage by divorce or annulment as well as any de facto separation for more than three (3) months in the case of 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 (CEQ).

**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 purpose 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 Québec.

**1-1.21 Minister**

The Minister of Education of Québec.

**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**

The document of the Ministère and the QESBA 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 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 the entire agreement.

**1-2.02** Each clause of the agreement shall be interpreted in relation to the other clauses of the 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 nonsexist style of writing apply to the French text only.

The application of these rules may not have the effect of modifying the rights and benefits which would have applied if the masculine gender had been used and, unless the context indicates otherwise, may not have the effect of granting any different rights or benefits to men or to women.

**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 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.

**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 provincial 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;
  - 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 provincial agreement apply.
- 1-4.07** A local arrangement has no effect insofar as it modifies the scope of a stipulation of this provincial 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.

**ARTICLE 1-6.00 PRINTING AND TRANSLATION**

- 1-6.01** The cost of printing the provincial agreement shall be assumed by the CPNCA for the professionals and the parties.

**1-6.02** The French version constitutes the official text of the collective agreement. However, the Centrale and the CPNCA shall agree on an English version of this provincial agreement for administrative purposes.

**1-6.03** The text of this provincial agreement shall be translated into English at the expense of the CPNCA. The English version must be made available to Anglophone professionals and to the Centrale as quickly as possible.

**ARTICLE 1-7.00 DURATION OF THE AGREEMENT**

**1-7.01** This agreement comes into force on the date it is signed by the CPNCA and the Centrale. This agreement shall have no retroactive effect, unless there are specific stipulations to the contrary.

**A3 1-7.02** This agreement expires on June 30, 2003. However, the provisions of this agreement continue to apply until the signing of a new agreement.

**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, 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 that 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 a) of clause 7-2.31.

However, unless this agreement specifically stipulates otherwise, substitute professionals or supernumerary professionals whose regular workweek includes fewer hours than that 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 the 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 the provincial 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 social insurance 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) the social insurance 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 labour commissioner 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 labour commissioner 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** The union, the Fédération or the Centrale shall obtain a full-time leave of absence for a regular professional to whom it intends to assign union duties for the entire school year.

The request for the leave must be submitted before the preceding June 20. It shall be renewed in the same manner from year to year.

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 20 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 fifteen (15) working days per school year for the total number of 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 fifteen (15) days of absence for all the absences provided for in clauses 3-4.08 and 3-4.09 per school year. Once the fifteen (15)-day limit has been used up, the union shall reimburse the board one hundred percent (100%) of the salary.

**3-4.11** The professional who is an official delegate of his or her union at the annual convention of the Fédération shall obtain permission to be absent without loss of salary or reimbursement when the convention is held for a maximum of two (2) working days per year. Only one (1) professional per bargaining unit may benefit from this clause.

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 SCHOOL 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) social insurance 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**      Minutes shall be drawn up after each meeting and sent to the appropriate decision-making authority.
- 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 (1) 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.

**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 within the framework of 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 within the framework of a special project of a temporary nature cannot exceed twelve (12) months. If the board decides to extend the same special project for an additional period not exceeding twelve (12) months, the supernumerary professional who held the position before it was renewed shall benefit from a priority of engagement to this position as a supernumerary professional. If the board decides to extend the same special project of a temporary nature for an additional period within a third (3<sup>rd</sup>) consecutive school year, the supernumerary professional who held the position before it was renewed shall benefit from a priority of engagement to this 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 that 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 regular professional shall undergo a six (6)-month probation period as of the date of his or her entry into service as such with the board. During this period, the board may decide to terminate the employment of the professional upon written notice sent no later than fourteen (14) days before the end of the probation period. This notice must contain the reason(s) for 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: \_\_\_\_\_

SOCIAL INSURANCE NUMBER: \_\_\_\_\_ TEL.: \_\_\_\_\_

- 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** When the board decides to fill a vacant full-time regular professional position or a new full-time regular professional position, it shall proceed in the following order:

a) it shall assign one of its professionals 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) it shall offer the position to the professional who benefits from a right to return under clause 5-6.16;

c) 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 in the employ of the board or who was nonreengaged because of surplus of personnel during the two (2) years preceding the date of the opening of the position 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 this paragraph shall become a tenured professional within the meaning of the first paragraph of subparagraph a) of clause 5-6.02;

e) proceeding through the Bureau, it shall offer the position to a professional on availability from another school board and who is referred by the Bureau;

f) it shall offer the position to another professional on availability from another school board or another teaching institution in the education sector;

g) it shall carry out a recall among its nonreengaged and unemployed professionals who are still benefiting from clause 5-6.06. The continuous service accumulated as a full-time regular professional at the board before his or her last nonreengagement for reasons of surplus shall be recognized, as of his or her engagement, for the professional engaged under this clause;

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 professional position.

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

**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, 1998 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 clauses 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 de l'enseignement du Québec, the Fédération des professionnelles et professionnels de l'éducation du Québec 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 6-5.00.

**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 transmit 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 benefit, if necessary, from the appropriate training or professional improvement, taking into account his or her skills. The costs of the training or professional improvement shall be borne by the board and shall usually be 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 the 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.

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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.

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.

**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 the 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 the collective agreement with the exception of salary insurance and vacation in particular, provided that these 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. This 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.

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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.

**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.
- 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.

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

**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.
- 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.

## **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.

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

**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(s) 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 AND BREACH OF CONTRACT**

##### **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**

**A1 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;
- 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.

**A1 5-10.06** The termination of engagement for any one of the reasons mentioned in clause 5-10.04 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 in the employ of the board on June 30, 1998 shall retain the seniority already acquired on that date according to the calculation method prescribed in the 1995-1998 agreement.

As of July 1, 1998, 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.

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**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 (1½) 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 (½) 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 signing 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 semiannual 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, 7-2.06, 7-2.18, 7-2.22 and 7-2.26 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 (½) 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 may be changed only 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 which will be added to the Classification Plan.
- 6-8.04**      Should the CPNCA and the Centrale disagree on the determination of 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**

- A3 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 from:
- January 1, 1999 to December 31, 1999 (2<sup>nd</sup> column of the salary scales);
  - January 1, 2000 to December 31, 2000 (3<sup>rd</sup> column of the salary scales);
  - January 1, 2001 to December 31, 2001 (4<sup>th</sup> column of the salary scales);
  - January 1, 2002 to March 31, 2003 (5<sup>th</sup> column of the salary scales);
  - and for the period commencing on April 1, 2003 (6<sup>th</sup> column of the salary scales).

**A3 ANNUAL SALARY SCALES AND RATES  
(35 hours)**

- 2102 Librarian
- 2103 Measurement and Evaluation Consultant
- 2105 Specialist in Teaching Methods and Techniques
- 2106 Readaptation Officer, Psychoeducator or Orthopedagogue
- 2107 Student Life Animator
- 2108 Pastoral Animator
- 2111 Social Worker or Social Service Officer
- 2114 Academic and Vocational Information Counsellor
- 2115 Dietician and Nutrition Consultant
- 2116 Occupational Therapist, Physiotherapist or Rehabilitation Officer
- 2118 Finance Officer
- 2119 Information Officer
- 2121 Administration Officer
- 2137 Chaplain
- 2140 Translator
- A1** 2141 Spiritual Care and Guidance, and Community Involvement Animator

Steps	Rates 1998-07-01 to 1998-12-31 (\$)	Rates 1999-01-01 to 1999-12-31 (\$)	Rates 2000-01-01 to 2000-12-31 (\$)	Rates 2001-01-01 to 2001-12-31 (\$)	Rates 2002-01-01 to 2003-03-31 (\$)	Rates 2003-04-01 (\$)
1	30 434	30 891	31 663	32 455	33 266	33 931
2	31 449	31 921	32 719	33 537	34 375	35 063
3	32 540	33 028	33 854	34 700	35 568	36 279
4	33 669	34 174	35 028	35 904	36 802	37 538
5	34 841	35 364	36 248	37 154	38 083	38 845
6	36 050	36 591	37 506	38 444	39 405	40 193
7	37 299	37 858	38 804	39 774	40 768	41 583
8	39 279	39 868	40 865	41 887	42 934	43 793
9	40 683	41 293	42 325	43 383	44 468	45 357
10	42 157	42 789	43 859	44 955	46 079	47 001
11	43 666	44 321	45 429	46 565	47 729	48 684
12	45 263	45 942	47 091	48 268	49 475	50 465
13	46 928	47 632	48 823	50 044	51 295	52 321
14	48 651	49 381	50 616	51 881	53 178	54 242
15	50 440	51 197	52 477	53 789	55 134	56 237
16	51 683	52 458	53 769	55 113	56 491	57 621
17	52 952	53 746	55 090	56 467	57 879	59 037
18	56 036	56 877	58 299	59 756	61 250	62 475

**A3 ANNUAL SALARY SCALES AND RATES  
(35 hours)**

- 2104 Education Consultant
- 2109 Guidance Counsellor or Counsellor in Academic Training
- 2110 Christian Education Consultant
- 2113 Psychologist or Counsellor in Reeducation
- 2122 Engineer
- 2136 Religious and Moral Instruction Consultant
- A1** 2142 Spiritual, Religious and Moral Education Consultant

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	1998-07-01 au 1998-12-31 (\$)	1999-01-01 au 1999-12-31 (\$)	2000-01-01 au 2000-12-31 (\$)	2001-01-01 au 2001-12-31 (\$)	2002-01-01 au 2003-03-31 (\$)	2003-04-01 (\$)
1	30 954	31 418	32 203	33 008	33 833	34 510
2	32 131	32 613	33 428	34 264	35 121	35 823
3	33 355	33 855	34 701	35 569	36 458	37 187
4	34 626	35 145	36 024	36 925	37 848	38 605
5	35 945	36 484	37 396	38 331	39 289	40 075
6	37 328	37 888	38 835	39 806	40 801	41 617
7	38 793	39 375	40 359	41 368	42 402	43 250
8	41 399	42 020	43 071	44 148	45 252	46 157
9	43 036	43 682	44 774	45 893	47 040	47 981
10	44 737	45 408	46 543	47 707	48 900	49 878
11	46 523	47 221	48 402	49 612	50 852	51 869
12	48 384	49 110	50 338	51 596	52 886	53 944
13	50 358	51 113	52 391	53 701	55 044	56 145
14	52 385	53 171	54 500	55 863	57 260	58 405
15	54 535	55 353	56 737	58 155	59 609	60 801
16	55 876	56 714	58 132	59 585	61 075	62 297
17	57 251	58 110	59 563	61 052	62 578	63 830
18	58 683	59 563	61 052	62 578	64 142	65 425

**A3 ANNUAL SALARY SCALES AND RATES  
(35 hours)**

2112 Speech Therapist, Audiologist or Speech and Hearing Correction Officer  
2120 Analyst

<b>Steps</b>	<b>Rates 1998-07-01 to 1998-12-31 (\$)</b>	<b>Rates 1999-01-01 to 1999-12-31 (\$)</b>	<b>Rates 2000-01-01 to 2000-12-31 (\$)</b>	<b>Rates 2001-01-01 to 2001-12-31 (\$)</b>	<b>Rates 2002-01-01 to 2003-03-31 (\$)</b>	<b>Rates 2003-04-01 (\$)</b>
1	31 506	31 979	32 778	33 597	34 437	35 126
2	32 663	33 153	33 982	34 832	35 703	36 417
3	33 875	34 383	35 243	36 124	37 027	37 768
4	35 161	35 688	36 580	37 495	38 432	39 201
5	36 471	37 018	37 943	38 892	39 864	40 661
6	37 822	38 389	39 349	40 333	41 341	42 168
7	39 275	39 864	40 861	41 883	42 930	43 789
8	41 475	42 097	43 149	44 228	45 334	46 241
9	43 056	43 702	44 795	45 915	47 063	48 004
10	44 708	45 379	46 513	47 676	48 868	49 845
11	46 427	47 123	48 301	49 509	50 747	51 762
12	48 208	48 931	50 154	51 408	52 693	53 747
13	50 071	50 822	52 093	53 395	54 730	55 825
14	52 018	52 798	54 118	55 471	56 858	57 995
15	54 072	54 883	56 255	57 661	59 103	60 285
16	55 403	56 234	57 640	59 081	60 558	61 769
17	56 765	57 616	59 056	60 532	62 045	63 286
18	58 185	59 058	60 534	62 047	63 598	64 870

**6-9.02 Increase in salary scales and rates****a) Period from July 1, 1998 to December 31, 1998**

The salary scales and rates applicable for the period from July 1, 1998 to December 31, 1998 are those found in the first column of the salary scales.

**b) Period from January 1, 1999 to December 31, 1999**

Every annual salary scale and rate in effect on December 31, 1998 shall be increased<sup>1</sup>, effective on January 1, 1999, by 1.5%<sup>2</sup>.

The salary scales and rates applicable for the period from January 1, 1999 to December 31, 1999 are those found in the second column of the salary scales.

**c) Period from January 1, 2000 to December 31, 2000**

Every annual salary scale and rate in effect on December 31, 1999 shall be increased<sup>1</sup>, effective on January 1, 2000, by 2.5%<sup>2</sup>.

The salary scales and rates applicable for the period from January 1, 2000 to December 31, 2000 are those found in the third column of the salary scales.

**d) Period from January 1, 2001 to December 31, 2001**

Every annual salary scale and rate in effect on December 31, 2000 shall be increased<sup>1</sup>, effective on January 1, 2001, by 2.5%<sup>2</sup>.

The salary scales and rates applicable for the period from January 1, 2001 to December 31, 2001 are those found in the fourth column of the salary scales.

**A3****e) Period from January 1, 2002 to March 31, 2003**

Every annual salary scale and rate in effect on December 31, 2001 shall be increased<sup>1</sup>, effective on January 1, 2002, by 2.5%<sup>2</sup>.

The salary scales and rates applicable for the period from January 1, 2002 to March 31, 2003 are those found in the fifth column of the annual salary scales and rates.

**A3****f) Period commencing on April 1, 2003**

Every annual salary scale and rate in effect on March 31, 2003 shall be increased<sup>1</sup>, effective on April 1, 2003, by 2%<sup>2</sup>.

The salary scales and rates applicable on April 1, 2003 are those found in the sixth column of the annual salary scales and rates.

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<sup>1</sup> Taking into account, where applicable, the harmonization of scales, the amalgamation of employment groups, changes in the structure of certain scales, the creation of new employment groups and changes in the Classification Plan.

<sup>2</sup> Notwithstanding clause 6-9.02, the clauses pertaining to overrate and overscale professionals continue to apply.

**A3****g) Lump sum**

- i) For the period from April 1 to June 30, 2003, a professional, other than the professional referred to in subparagraph ii), shall receive a lump sum at each pay period. The lump sum shall be equal to two percent (2%) of the salary rate in force on March 31, 2003 and of the premiums and benefits in effect on that date for the hours remunerated<sup>1</sup> and the types of premiums and benefits applicable to the professional from April 1 to June 30, 2003.
- ii) A professional whose employment ties were severed between January 1 and March 31, 2003 shall receive, within thirty (30) days of the date on which his or her employment ties were severed, if he or she has not indicated to the board within a time limit of seven (7) days after his or her employment ended his or her intent to refuse the lump sum payment, a lump sum of two percent (2%) of the salary rate to which shall be added the premiums and benefits applicable to the professional for the hours remunerated from January 1 to March 31, 2003. The lump sum shall be paid in one installment only.
- iii) Subparagraph i) shall apply to the professional referred to in subparagraph ii) who is newly hired before July 1, 2003 by an employer referred to in section 1 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), provided that the professional has refused the lump sum payment prescribed in subparagraph ii) within the time limit prescribed.
- iv) Only the portion of the lump sum applicable to a professional's salary rate is pensionable.
- v) The lump sums prescribed in paragraph g) shall no longer apply on the dates set in that paragraph, despite any obligation to maintain working conditions.

**A3****h) Retroactivity**

The payment of salary ensuing from the application of paragraph c) begins no later than forty-five (45) days of the date on which the collective agreement comes into force.

Subject to the provisions of the following paragraph, the amounts of retroactivity ensuing from the application of this agreement shall be paid no later than sixty (60) days of the date on which it comes into force.

The professional whose employment terminated between July 1, 1998 and the date on which the retroactive amounts are paid must submit a request for the amount owing under this collective agreement within four (4) months of receiving the list mentioned in the following paragraph. In the event of the professional's death, the request may be made by his or her beneficiaries.

No later than one hundred and twenty (120) days of the date of the coming into force of the collective agreement, the board shall provide the union with a list of professionals who left their employment since July 1, 1998 and their last known address.

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<sup>1</sup>

For the purposes of this clause, remunerated hours also include hours for which a professional receives maternity leave benefits, parental leave allowances, salary insurance benefits including those paid by the Commission de la santé et de la sécurité du travail (CSST), the Société de l'assurance automobile du Québec (SAAQ) and the board in the case of a work accident or an occupational disease, if need be.



**A3 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 January 1 of the period concerned in relation to the preceding December 31, to the maximum step of the salary scale of the preceding December 31 corresponding to his or her employment group.<sup>1</sup>
- b) If the application of the minimum rate of increase determined in paragraph a) of this clause has the effect of placing, on January 1, a professional who was overscale on December 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.<sup>1</sup>
- 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 December 31.<sup>1</sup>
- 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 calculated 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 by cheque sent to his or her place of work, under individual cover, every second Thursday.

**6-10.02** Should a Thursday not be a working day, the payment shall be remitted to the professional on the last working day which precedes such a Thursday.

**6-10.03** Any payment which would be made to the professional during his or her vacation shall be remitted before his or her departure on vacation.

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<sup>1</sup> For the purposes of applying paragraph f) of clause 6-9.02, read "March 31" instead of "December 31" and "April 1" instead of "January 1".

- 6-10.04** 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.
- 6-10.05** The following information must appear on the cheque stub:
- 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.
- 6-10.06** 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 the agreement.
- 6-10.07** A professional who leaves the employment of the board shall retain, after his or her departure, the right to contest the application by the board of clauses 6-10.04 and 6-10.08 by means of a grievance according to the procedure prescribed in Chapter 11-0.00.
- 6-10.08** 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 his or her paycheque 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.
- 6-10.09** Upon prior request, the board shall, on the last day of his or her employment, give the professional a written attestation of the duration of service with the board.
- 6-10.10** 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 this professional.

- 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 and living or domiciled in Canada, who is relying on the professional for his or her financial support and who is under eighteen (18) years of age; every such child twenty-five (25) years of age or younger 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 7-2.23, 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.

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<sup>1</sup> For clauses 7-1.11, 7-1.13, 7-1.15, 7-1.16, 7-1.21 and 7-1.28, see Appendix "B" concerning the computerized billing of group insurance premiums.

**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 twenty-two (22)<sup>1</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.

**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 1995-1998 collective agreement 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 1995-1998 collective agreement 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 parity committee or 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 1995-1998 collective agreement 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 Development Canada 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.

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<sup>1</sup> Read "eight (8) days" instead of "twenty-two (22) 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.

**7-1.11** 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.

The professional on a leave without salary or on a leave for educational purposes as of January 1, 1997 shall continue to participate in the health insurance plan. He or she must pay the total amount of the premiums due including the board's share.

**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 by 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 this 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 such analysis and a statement giving reasons for its choice.
- 7-1.22** Each plan shall have only one (1) 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 (1) update campaign per three (3) years for all plans; this campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the changes shall come into force on January 1 which follows by at least sixty (60) days a written notice 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).

This amount shall be three thousand two hundred dollars (\$3 200) for the professional referred to in paragraph 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 regular workweek stipulated 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 clauses 7-1.31 or 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, except those paid under the Employment Insurance Act, 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 the collective 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 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 the first paragraph 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, 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 regular 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 regular professional whose regular workweek includes fewer hours than the workweek 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) and ii) of paragraph a) of clause 7-1.31 of the 1995-1998 collective agreement shall continue to be governed by these 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 a new plan.
  - c) The disabled professional who is not entitled to any benefit on the date of the coming into force of the agreement shall be covered by the new plan 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 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. These 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 this choice for the duration of this agreement. However, the professional may modify his or her choice by so advising the board in writing.

**7-1.46** The sick-leave days to a professional's credit on July 1, 1998, 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 1995-1998 collective agreement and, as of July 1, 1998, 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 this 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 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.



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**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 the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity and the difference shall be brought to a gross taxable salary on the basis of which the board shall deduct all amounts, contributions and benefits required by law and the 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 paid 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 this 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 shall only be paid as supplements to the employment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which employment insurance does not provide any benefits.
- 7-2.02** If the leave is restricted to only one of the spouses, such restriction shall apply so long as the other spouse is also an employee of the public and parapublic sectors.
- 7-2.03** The board shall not reimburse the professional for the amounts that Human Resources Development Canada (HRDC) could require her to pay under the Employment Insurance Act, when the professional's salary exceeds the maximum insurable by one and a quarter (1 ¼) times.

Moreover, the basic weekly salary<sup>1</sup>, deferred weekly salary and severance payments shall not be increased or decreased by the amounts received under the supplementary employment insurance benefits plan.

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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.

**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.

## **Section 2 Maternity leave**

**7-2.05** A pregnant professional shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clause 7-2.08, must be consecutive.

The professional who becomes pregnant while on a leave without salary or a part-time leave without salary provided for in this article shall also be entitled to a maternity leave and to the allowances prescribed in clause 7-2.10 or 7-2.13.

**A2** Should the professional's spouse die, the remainder of the twenty (20) weeks of maternity leave and the inherent rights and benefits shall be transferred to the professional.

**7-2.06** The professional who gives birth to a stillborn child after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date shall also be entitled to a maternity leave.

**7-2.07** The distribution of the maternity leave, before and after the birth, shall be decided by the professional and shall include the day of the birth.

**7-2.08** 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.

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

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

**7-2.09** 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 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.

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**Cases eligible for employment insurance**

**7-2.10** The professional who has accumulated twenty (20) weeks of service<sup>1</sup> and who, following the submission of a request for benefits under the employment insurance plan, receives such benefits, shall be entitled during her maternity leave, subject to clause 7-2.15, 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) for each week she is receiving employment insurance benefits, an additional allowance equal to the difference between ninety-three percent (93%) of her basic weekly salary and the employment insurance benefit she is receiving.

Such additional 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, a professional who works for more than one employer shall receive an additional allowance equal to the difference between ninety-three percent (93%) of the basic salary paid by the board and the percentage of employment insurance benefit corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the 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 Development Canada.

Moreover, if Human Resources 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 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;

- c) for each of the weeks following the period prescribed in paragraph b), an allowance equal to ninety-three percent (93%) of her basic weekly salary until the end of the twentieth (20<sup>th</sup>) week of the maternity leave.

**7-2.11** When the professional resumes the maternity leave interrupted under clause 7-2.08, the board shall pay the professional the allowance to which she would have been entitled had the leave not been interrupted.

**7-2.12** a) The board may not offset, by the allowance that it pays to the professional on maternity leave, the reduction in the employment insurance benefits attributable to the salary earned from another employer.

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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 and employment insurance plans which contribution equals, on average, seven percent (7%) of her salary.

- b) Notwithstanding the provisions of the preceding paragraph a), 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.
- c) The employer who pays the usual salary provided for in the preceding paragraph b) must, at the professional's request, produce such a letter.
- d) The total amounts received by the professional during her maternity leave as employment insurance benefits, allowances and salary may not however exceed ninety-three percent (93%) of the basic salary paid by her board or, where applicable, by her employers.

#### **Cases ineligible for employment insurance**

- 7-2.13**
- a) The professional excluded from receiving employment insurance benefits or declared ineligible for these benefits shall also be excluded from receiving any other allowance.
  - b) However, the professional whose workweek includes the number of hours prescribed in article 9-1.00 and who has accumulated twenty (20) weeks of service shall also be entitled to an allowance equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks, if she does not receive employment insurance benefits because she did not hold an insurable job for the required number of working hours during her period of reference prescribed in the employment insurance plan.
  - c) The professional whose workweek includes fewer hours than that 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 she does not receive employment insurance benefits for one of the following reasons:
    - i) she did not contribute to the employment insurance plan;
    - ii) she did contribute but did not hold an insurable job for the required number of working hours during her period of reference.
  - d) If the professional whose workweek includes fewer hours than that prescribed in article 9-1.00 is exonerated from contributing to the pension and employment insurance plans, the percentage of the allowance shall be set at ninety-three percent (93%).

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

- 7-2.14**
- a) No allowance may be paid during the vacation period for which a professional is paid.
  - b) The allowance due for the first two (2) weeks shall be paid by the board in the two (2) weeks following the beginning of the leave. Unless the applicable salary payment system is on a weekly basis, the allowance due after that date shall be paid at two (2)-week intervals. In the case of the professional who is eligible for employment insurance benefits, the first installment need only be paid fifteen (15) days after the board receives proof that she is receiving employment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by Human Resources Development Canada to the board by means of a computerized statement shall be considered proof.

- c) Service shall be calculated with all the employers in the public and parapublic sectors (education, civil service, health and social services), regional health and social services boards, bodies whose employees 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 clauses 7-2.10 and 7-2.13 shall be deemed to have been met, where applicable, when the professional meets this requirement with one of the employers mentioned in this paragraph.

For information purposes, the following bodies are included:

- Agence métropolitaine de transport;
- Bureau d'accréditation des pêcheurs et des aides-pêcheurs du Québec;
- Caisse de dépôt et placement du Québec;
- Centres d'aide juridique;
- Commission de la capitale nationale du Québec;
- Commission de la construction du Québec;
- Commission de développement de la métropole;
- 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;
- Commission des valeurs mobilières du Québec;
- 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;
- Financement-Québec;
- Fondation de la faune du Québec;
- Fonds de la recherche en santé du Québec;
- Fonds d'indemnisation du courtage immobilier;
- Fonds pour la formation de chercheurs et l'aide à la recherche;
- Grande bibliothèque du Québec;
- Héma-Québec;
- Institut de police du Québec;
- Institut national de la santé publique;
- Investissement Québec;
- Musée d'art contemporain de Montréal;
- Musée de la civilisation;
- Musée du Québec;
- Cree Hunters and Trappers Income Security Board;
- Ombudsman;
- Régie de l'énergie;
- Régie des installations olympiques;
- Société de développement de la zone de commerce international de Montréal à Mirabel;
- 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 des Régions Ressources;
- Société Innovatech du Grand Montréal;
- Société Innovatech du 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 that 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, her basic salary during her maternity leave is the basic salary on the basis of which the benefits were established.

However, any period during which the professional on special leave as provided for in clause 7-2.22 does not receive any benefits from the Commission de la santé et de la sécurité du travail shall be excluded for the purpose of calculating her basic weekly salary.

If the twenty (20)-week period preceding the maternity leave of the professional whose workweek has fewer hours than that 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 this date, the basic weekly salary changes as of this date according to the adjustment formula of the applicable salary scale.

- 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 employer 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 twenty (20) weeks or the twelve (12) weeks to which the professional is entitled under clause 7-2.10 or 7-2.13, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks left to cover under clause 7-2.10 or 7-2.13, as the case may be.

**7-2.15** The maternity leave allowance<sup>1</sup> paid by the Government of Québec shall be deducted from the benefits to be paid under clause 7-2.10.

In the case where the provisions of the third subparagraph of paragraph b) of clause 7-2.10 apply, the subtraction shall be made by taking into account the terms and conditions concerning the distribution of the amount to be subtracted set forth therein.

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<sup>1</sup> The allowance in question is currently set at three hundred and sixty dollars (\$360).

- 7-2.16** During the maternity leave and the extensions mentioned in clause 7-2.18, the professional, insofar as she is normally entitled to it, shall benefit from the following:
- a) life insurance plan;
  - b) health insurance plan by paying his or her share;
  - c) accumulation of vacation and payment made in lieu thereof;
  - d) accumulation of sick-leave days;
  - e) accumulation of seniority;
  - f) accumulation of experience;
  - g) accumulation of continuous service for the purpose of security of employment;
  - h) 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.
- 7-2.17** 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.
- 7-2.18** If the birth occurs after the due date, the professional shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has at least two (2) weeks of maternity leave left after the birth.
- Furthermore, the professional may extend her maternity leave by six (6) weeks if her child is hospitalized during her maternity leave or if her child's health requires that she do so.
- During these extensions, the professional shall not receive any allowance or salary.
- 7-2.19** The maternity leave may last for less than twenty (20) weeks. 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.
- 7-2.20** 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 7-2.36.
- The professional who does not comply with the preceding paragraph shall be considered on a leave of absence without salary for a maximum period of four (4) weeks. At the end of that period, the professional who has not reported back to work shall be considered as having resigned.
- 7-2.21** When she returns from her maternity leave, the professional shall return to her position. 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****Temporary assignment and special leave**

- 7-2.22**
- 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:
    - i) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
    - ii) her working conditions involve dangers for her child whom she is breastfeeding;
    - iii) she works regularly at a cathode-ray screen.
  - b) The professional must present a medical certificate to this effect as soon as possible.
  - c) 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.
  - d) The professional so assigned to another position shall retain the rights and privileges of her regular position.
  - e) 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.
  - f) 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-21) concerning the preventive reassignment of the employee who is pregnant or who is breastfeeding.
  - g) 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 anticipated benefits. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated payment, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made in accordance with clause 6-10.06. 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.
  - h) 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**

- 7-2.23** 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; this special leave cannot be extended beyond the beginning of the eighth (8<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; as regards these visits, 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.
- 7-2.24** During the special leaves granted under this section, a professional shall be entitled to the benefits prescribed in clauses 7-2.16 and 7-2.17, insofar as she is normally entitled to them and in clause 7-2.21. The professional covered by clause 7-2.23 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 7-2.23, the professional must first have used the four (4) days prescribed therein.

**Section 4 Other parental leaves****Paternity leave**

- 7-2.25** A professional shall be entitled to a paid leave for a maximum period of five (5) working days for the birth of his child. The professional shall also be entitled to this leave if the child is stillborn and the delivery takes place after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date. While this leave need not be continuous, it must be taken between the beginning of the delivery and the fifteenth (15<sup>th</sup>) day following the mother's or the child's return home.

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

**Leaves for adoption and leaves of absence without salary for adoption purposes**

- 7-2.26** The professional who legally adopts a child other than the spouse's child shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided that the spouse does not also benefit from such a leave. This leave must be taken following the child's placement order or the equivalent in the case of international adoption in accordance with the adoption system or at another date agreed with the board.
- 7-2.27** The professional who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave for a maximum period of five (5) working days, of which only the first two (2) days shall be remunerated.

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

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

**7-2.28** For every week of the leave provided for in clause 7-2.26, the professional shall receive an allowance equal to his or her basic weekly salary, paid at two (2)-week intervals, or at weekly intervals if the salary payment system is on a weekly basis.

**7-2.29** The professional shall benefit with regard to the adoption of a child from a leave of absence without salary of a maximum duration of ten (10) weeks as of the date on which the professional assumes full legal responsibility for the child, unless it involves the spouse's child.

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

During the leave of absence without salary, the professional shall be entitled to the same benefits as those inherent to the leaves of absence without salary and part-time leaves of absence without salary prescribed in this article.

**7-2.30** The leave for adoption provided for in clause 7-2.26 may also take effect on the date of the beginning of the leave of absence without salary for adoption purposes provided for in clause 7-2.29, if the maximum duration of the latter is ten (10) consecutive weeks and if the professional so decides in the written request prescribed in clause 7-2.36.

When the leave for adoption takes effect on the date of the beginning of the leave of absence without salary, the professional shall be entitled to the benefits associated with the adoption leave only.

However, if following the leave of absence for purposes of adoption for which the professional has received the indemnity paid under clause 7-2.28, no adoption results, the professional shall be considered as having taken his or her leave without salary pursuant to clause 7-2.29 and shall reimburse the indemnity in accordance with clause 6-10.06.

#### **Leaves of absence without salary and part-time leaves of absence without salary**

**7-2.31** The professional who wishes to extend her maternity leave, the professional who wishes to extend his paternity leave or the professional who wishes to extend either one of the leaves for adoption shall benefit from one of the two options listed hereinafter, under the conditions stipulated therein:

a) a leave of absence 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;

or

b) a leave without salary for a maximum period of two (2) years immediately following a maternity leave, a paternity leave or a leave for adoption.

The professional whose workweek includes the number of hours prescribed in article 9-1.00 and who does not avail himself or herself of this leave of absence without salary shall be entitled to a part-time leave of absence without salary established over a maximum period of two (2) years.

For the duration of a leave, the professional shall be authorized, following 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:

- i) from a leave without salary to a part-time leave without salary or vice-versa, as the case may be;
- ii) 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 shall take effect.

The professional whose workweek includes fewer hours than the regular workweek prescribed in article 9-1.00 shall also be entitled to this part-time leave without salary. However, the other provisions of the collective agreement concerning the determination of the number of working hours continue to apply.

The professional who does not avail himself or herself of the leave without salary or the part-time leave without salary may, for the portion of the leave his or her spouse has not taken, benefit at his or her choice from a leave without salary or part-time leave without salary by following the procedures prescribed.

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

During any of the leaves of absence mentioned above, the professional may, if he or she is entitled to it, use the sick-leave days prescribed in article 7-1.00.

- 7-2.32** During a leave of absence without salary, a professional shall accumulate his or her seniority, shall retain his or her experience and shall continue to participate in the applicable basic health insurance plan by paying the total amount of the premiums due. Moreover, he or she may continue to participate in the other insurance plans which are applicable to him or her, if he or she so requests at the beginning of the said leave and pays the total amount of the premiums.

During the part-time leave without salary, the professional shall 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 the professional whose workweek includes fewer hours than 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 without salary or part-time leave without salary.

- 7-2.33** The professional may take his or her deferred annual vacation period immediately prior to his or her leave without salary or part-time leave without salary provided that there be no discontinuity with his paternity leave, her maternity leave or his or her leave for adoption, as the case may be.

- 7-2.34** On returning to the board from a leave without salary or a 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 at that time.

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**Leaves for parental responsibilities**

- 7-2.35** a) 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 socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. The board and the professional shall agree on when the leave may be taken. 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.
- b) Subject to the other provisions of the collective agreement, the professional may be absent from work for a maximum of six (6) days per school year to fulfill obligations relating to the health, safety or education of his or her child or his or her spouse's child.

The days thus used shall be deducted from the professional's annual bank of sick-leave days or, failing which, these absences shall not be remunerated.

**Section 5 Miscellaneous provisions**

- 7-2.36** a) The leaves of absence referred to in clause 7-2.26, in the first paragraph of clause 7-2.29 and in clause 7-2.31 shall be granted following a written request submitted at least two (2) weeks in advance.
- b) The part-time leave of absence without salary shall be granted following a written request submitted at least thirty (30) days in advance.
- c) In the case of the leave without salary or part-time leave without salary, the request must specify the date of return to work. The request must also specify the schedule of the leave.
- d) 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, should the board disagree 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 this 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.
- e) In the case of a professional whose regular workweek includes fewer hours than that 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.

- 7-2.37** During the fourth (4<sup>th</sup>) week preceding the termination of the ten (10)-week leave for adoption, 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 his or her leave for adoption, unless the leave is extended as provided for in clause 7-2.36.

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

- 7-2.38** The professional to whom the board has sent a four (4)-week notice indicating the termination date of the leave of absence without salary must submit a notice of his or her return at least two (2) weeks before the termination of the said leave, failing which, he or she shall be considered as having resigned.

The professional who wishes to terminate his or her leave of absence without salary before the anticipated date must submit a written notice to this effect at least twenty-one (21) days prior to his or her return. In the case of a leave without salary exceeding fifty-two (52) weeks, the notice shall be submitted at least thirty (30) days in advance.

- 7-2.39** The professional who takes the paternity leave or leave for adoption provided for in clauses 7-2.25, 7-2.26 and 7-2.27 of this section shall receive the benefits prescribed in clause 7-2.16 insofar as he or she is normally entitled to them and in clause 7-2.21.

- 7-2.40** The professional who is entitled to a premium for regional disparities under this agreement shall receive such a premium during her maternity leave provided for in section 2.

Notwithstanding the foregoing, the total amount received by the professional as employment insurance benefits, allowances and premiums cannot exceed ninety-five percent (95%) of the amount that constitutes her basic salary and the premium for regional disparities.

The professional who benefits from the leave for adoption provided for in clause 7-2.26 shall be entitled to one hundred percent (100%) of the premium for regional disparities during his or her leave for adoption.

- 7-2.41** Any allowance or benefit referred to in this article for which payment began before a strike or lockout shall continue to be paid during such strike or lockout.

- 7-2.42** If it is established before an arbitrator that a professional who has not completed the probation period prescribed in clause 5-2.02 benefited from a maternity leave or a leave without salary or part-time leave without salary to extend a maternity leave and that the board terminated her employment, the latter must prove that it terminated her employment for reasons other than her having benefited from the maternity leave or the leave without salary or part-time leave without salary.

#### **Supplementary employment insurance benefits plan**

- 7-2.43** The government guarantees that, as of the date of the coming into force of this collective agreement, the professional may receive, during her maternity leave, the full or partial benefits payable by the board under section 2 regardless of the changes made to the eligibility criteria for employment insurance which could arise after that date but on the condition that the foregoing is admissible under the supplementary employment insurance benefits plan.

Moreover, the parties shall meet to discuss any problem which could arise as a result of the following:

- i) if Human Resources Development Canada were to have additional requirements with respect to the final written authorization allowing the plan to be registered as a supplementary employment insurance benefit;

- ii) if, thereafter, Human Resources Development Canada were to modify its requirements during the term of the collective agreement.

It is understood that the discussions do not constitute a reopening of the agreement.

**Changes to the employment insurance plan or to the Act respecting labour standards (R.S.Q., c. N-1.1)**

- 7-2.44** Should any changes occur in the federal employment insurance plan with respect to parental rights or the establishment of a parental leave plan for all employees of Québec, it is understood that the parties shall meet to discuss the possible impact of these changes on the parental rights plan.

Moreover, in the event of changes or new regulations concerning labour standards with respect to parental rights, it is understood that the parties shall meet to discuss the possible impact of these 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 these 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 three (3) 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 of his or her father, mother, brother, sister, child: the day of the wedding;
- 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 of the professional: a maximum of three (3) consecutive working days, including the day of the wedding;
- 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.

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- 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 if, for example, it allows another professional in the same employment group to increase the number of hours in his or her workweek and 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' 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 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.

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**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 this 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 benefit, insofar as he or she is normally entitled to it, from the following:

- life insurance plan;
- health insurance plan;
- sick-leave days according to paragraph a) of clause 7-1.40 redeemed, where applicable;
- accumulation of seniority;
- accumulation of experience.

- b) For the duration of the agreement, the professional shall be entitled to all the other benefits of the collective agreement which are 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 the collective 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 the collective agreement, the provisions of this article shall 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**

\_\_\_\_\_ 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 the collective 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 the collective 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 the collective 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 shall 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 according to paragraph a) of clause 7-1.40 redeemed, 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. These 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;

- 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 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.

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<sup>1</sup> The board and the professional may agree on the terms of reimbursement.

**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.

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 (20 weeks) and leave for adoption (10 weeks)**

- A) The leave takes place during the leave with deferred salary.

The leave with deferred salary cannot be interrupted for the maternity leave or the leave for adoption.

- 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 leave or leave for adoption and shall be extended accordingly after its completion. During the interruption, the provisions of the collective agreement concerning the maternity leave or leave for adoption 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: 66.66% 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: 66.66% 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

cc.: Union

**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 these 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 clauses 7-2.05 and 7-2.06 nor the leave for adoption provided for in clause 7-2.26.

**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.

<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, Fête de Dollard 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.

These 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** The amount allocated to professional improvement shall be one hundred and forty-five dollars (\$145) per school year per regular professional in service whose regular workweek includes the number of hours prescribed in article 9-1.00. For every other regular professional in service with the board, the amount allotted shall be adjusted in proportion to the regular hours prescribed in his or her workweek.

The annual amount shall be available as of the 1998-1999 school year and must include all the professional improvement expenses paid either under this professional improvement system or the extension, after June 30, 1998, of the professional improvement system provided for in the 1995-1998 collective agreement.

Any sums not used in a given year shall be added to those provided for the following year.

The administration of the funds allocated to human resource development shall be the responsibility of the board.

**8-4.09** An amount of three thousand dollars (\$3 000) per school year shall be earmarked to facilitate 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 with 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 with the committee.

The sums available for one school year and not used 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, 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 the 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 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 the collective 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.

#### **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 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 school declared to be of public interest, preschool or elementary, as the case may be, is accessible in the child's language of instruction (French or English) in the locality where the professional lives.
- 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**
- Localities of Chapais and Chibougamau
  - Locality of Témiscaming
  - Locality of Matagami
- Sector II**
- Localities of Îles-de-la-Madeleine
  - Locality of Fermont
- Sector III**
- Territory situated north of the 51° of latitude including Kawawachikamach and Schefferville except for the locality of Fermont.

<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 and living or domiciled in Canada, who is relying on the professional for his or her financial support and who is under eighteen (18) years of age; every child under twenty-five (25) years of age who is a duly registered student attending 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 a student who has become totally disabled between eighteen (18) and twenty-five (25) years of age and has remained continuously disabled since that time.

**ARTICLE 10-2.00 LEVEL OF PREMIUMS**

**A3 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 of:

Periods Sectors		As of	As of	As of	As of	As of	As of
		January 1, 1998	January 1, 1999	January 1, 2000	January 1, 2001	January 1, 2002	April 1, 2003
With dependent(s)	Sector I	\$ 6 245	\$ 6 339	\$ 6 497	\$ 6 659	\$ 6 825	\$ 6 962
	Sector II	\$ 7 722	\$ 7 838	\$ 8 034	\$ 8 235	\$ 8 441	\$ 8 610
	Sector III	\$ 9 717	\$ 9 863	\$10 110	\$10 363	\$10 622	\$10 834
No dependents	Sector I	\$ 4 367	\$ 4 433	\$ 4 544	\$ 4 658	\$ 4 774	\$ 4 869
	Sector II	\$ 5 147	\$ 5 224	\$ 5 355	\$ 5 489	\$ 5 626	\$ 5 739
	Sector III	\$ 6 075	\$ 6 166	\$ 6 320	\$ 6 478	\$ 6 640	\$ 6 773

a) Period from January 1, 1999 to December 31, 1999

The premiums in effect on December 31, 1998 shall be increased, effective on January 1, 1999, by 1.5%.

b) Period from January 1, 2000 to December 31, 2000

The premiums in effect on December 31, 1999 shall be increased, effective on January 1, 2000, by 2.5%.

c) Period from January 1, 2001 to December 31, 2001

The premiums in effect on December 31, 2000 shall be increased, effective on January 1, 2001, by 2.5%.

d) Period from January 1, 2002 to March 31, 2003

The premiums in effect on December 31, 2001 shall be increased, effective on January 1, 2002, by 2.5%.

e) Period commencing on April 1, 2003

The premiums in effect on March 31, 2003 shall be increased, effective on April 1, 2003, by 2%.

**10-2.02** The amount of the isolation and remoteness premium applicable to a professional whose regular workweek includes fewer hours than that 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 those 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 leave, leave for adoption 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 allocation of 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 collective agreement:
- a) the retention premium;
  - b) the definition of "point of departure" provided in clause 10-1.02;
  - c) the level of premiums and the calculation of the premium prescribed in article 10-2.00 for the professional whose regular workweek includes fewer hours than that 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 municipalities of Sept-Îles (including Clarke City) and Port-Cartier.

**CHAPTER 11-0.00 GRIEVANCES AND ARBITRATION****ARTICLE 11-1.00 PROCEDURE FOR SETTLING GRIEVANCES**

- 11-1.01** Any professional, whether or not he or she is accompanied by the union delegate may, if he or she so desires, attempt to solve his or her problem with the competent authority before the notice of grievance.
- 11-1.02** 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 hereinafter.
- 11-1.03**
- a) A grievance may be submitted to the board by a professional or by the union acting for the professional.
  - b) The notice of grievance must be sent by registered letter, certified mail or fax or otherwise delivered to the authority designated by the board within ninety (90) days of the event giving rise to the grievance.
  - c) The notice of grievance submitted to the board must contain a summary of the facts which gave rise to the grievance, the name of the professional or the professionals directly involved, 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.
  - d) 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.
  - e) 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.
  - f) For the purpose of submitting a grievance in writing, the professional or the union may use the form provided below.



**GRIEVANCE FORM**

Grievance No.: \_\_\_\_\_

Date of submission of grievance: \_\_\_\_\_

**UNION**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**BOARD**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

**TYPE OF GRIEVANCE**

Individual	<input type="checkbox"/>	Professional(s) concerned
Collective	<input type="checkbox"/>	_____
Lodged by: Professional	<input type="checkbox"/>	_____
Union	<input type="checkbox"/>	_____
Classification		_____
(employment group)	<input type="checkbox"/>	_____
Interpretation	<input type="checkbox"/>	_____
Article(s) and clause(s) involved		_____
		_____
		_____

Facts giving rise to the grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corrective measure sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Compensation requested (if any): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

- 11-1.04** 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.
- 11-1.05** 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 shall forward a copy to the professional concerned.
- 11-1.06** If the union feels that the decision mentioned in clause 11-1.05 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**

- 11-2.01** Any grievance may be referred to arbitration by the union according to the following procedure.
- 11-2.02** The union wishing to submit a grievance to arbitration must, within forty-five (45) days of the expiry of the time limit prescribed in clause 11-1.05, give written notice to this effect to the board and to the chief arbitrator whose name appears in clause 11-2.03. The notice must contain a copy of the grievance and must be forwarded by registered letter, certified mail or fax.

However, notwithstanding the preceding paragraph, the union may submit its grievance to arbitration after it receives the reply of the board provided for in clause 11-1.05.

- 11-2.03** a) For the term of this agreement, every grievance submitted to arbitration shall be decided by an arbitrator chosen from among the following:
- i) Jean-Guy Ménard, chief arbitrator<sup>1</sup>
  - ii)

Rodrigue Blouin	Harvey Frumkin	J.-P. Lussier
Pierre N. Dufresne	André Ladouceur	Marcel Morin
Gilles Ferland	Bernard Lefebvre	Lyse Tousignant
François G. Fortier		
  - iii) any other person appointed by the Centrale and the CPNCA to act in this capacity.
- b) 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 in accordance with 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> Address of the chief arbitrator:

Greffe des tribunaux d'arbitrage  
du secteur de l'éducation  
Édifice Lomer-Gouin  
575, rue Saint-Amable  
Bureau 2.02  
Québec (Québec) G1R 5Y8

- c) Any arbitrator appointed under this clause shall be deemed competent to act as an arbitrator who shall decide in conformity with the provisions of a former collective agreement on any legal grievance arising from the provisions of a former collective 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.
- d) For the purpose of applying paragraph c), any grievance which legally arose before the expiry of the 1995-1998 collective agreement and which was submitted to arbitration after its expiry within the time limits prescribed in the collective agreement shall be validly submitted to arbitration. To this 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.

**11-2.04** Every assessor appointed under clause 11-2.03 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** 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 collective 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.

**11-2.06** After recording the notice of arbitration mentioned in clause 11-2.02, the records office shall immediately acknowledge receipt of the notice to the union. A copy of the acknowledgement, the notice of grievance and the notice of arbitration shall be sent without delay to the board, the Ministère, the CPNCA, the Fédération and the Centrale.

**11-2.07** The chief arbitrator or, in his absence, the chief records clerk, under the authority of the chief arbitrator, shall:

- a) prepare the monthly arbitration roll 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 according to the procedure described in this article.

The records office shall notify the arbitrator, the parties concerned, the Ministère, the CPNCA, the Fédération, the Centrale and the assessors, where applicable.

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The party which makes a request for a postponement of an arbitration session within thirty (30) days or less of a hearing shall pay a sum of four hundred dollars (\$400) to the arbitrator as a cancellation fee; if the request for a postponement is made by both parties, the cancellation fee shall be divided equally between the parties.

**11-2.08** 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.

**11-2.09** Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions, where applicable, and shall so inform the records office; the records office shall notify the parties concerned, the Ministère, the CPNCA, the Fédération, the Centrale and the assessors, where applicable. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if need be.

**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.

The arbitrator 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.

The preceding paragraph 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**
- a) The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.
  - b) Any assessor may file a separate report and attach it to the decision.
  - c) 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 need be.
  - d) The records office, under the responsibility of the arbitrator concerned or 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 at the records office of the labour commissioner-general's office.

- 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**
- a) The arbitrator, eventually 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 collective agreement.
  - b) 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 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.
  - c) 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.
  - d) Paragraph a) of this clause applies to the grievance for nonreengagement because of surplus of a regular professional if the procedure prescribed in article 5-2.00 was followed entirely and if the sole reason invoked by the board in support of the nonreengagement is the surplus of personnel. In these cases, 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.

The chief records clerk shall assign the hearing clerk to an arbitration session.

- 11-2.22**
- a) The expenses and fees of the arbitrator when the grievance is referred to a single arbitrator shall be borne by the Ministère.
  - b) The expenses and fees of the arbitrator when the representative of the Centrale or of the CPNCA has stated his or her intention to go to arbitration with assessors in accordance with clause 11-2.03 shall be shared by the board and the union in the following proportions:
    - the board: seventy percent (70%);
    - the union: thirty percent (30%).
  - c) Notwithstanding paragraph b), the expenses and fees of the arbitrator when the representative of the Centrale or the CPNCA has stated his or her intention to go to arbitration with assessors in accordance with clause 11-2.03 shall be borne by the Ministère if the grievance deals with the following articles:
    - article 5-1.00;
    - article 5-6.00.
  - d) The costs of the records office shall be borne by the Ministère.
  - e) The hearings and the deliberations shall be held in rooms supplied free of rental charge.

**11-2.23** The assessors shall be remunerated and reimbursed for their expenses by the party they represent.

**11-2.24** 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 an agreement to the contrary was made between the parties.

**11-2.25** 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 the Labour Code.

#### **ARTICLE 11-3.00      GENERAL PROVISIONS**

**11-3.01** The time limits prescribed in this chapter in which to lodge 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 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.

- 11-3.02** 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.
- 11-3.03** The board and the union may agree in writing to waive the time limits prescribed in 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 11-2.02.

**IN WITNESS WHEREOF**, the parties to this agreement have signed in Montréal on this 31<sup>st</sup> day of the month of May 2000.

FOR THE MANAGEMENT NEGOTIATING COMMITTEE FOR ENGLISH-LANGUAGE SCHOOL BOARDS (CPNCA)

FOR THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC ON BEHALF OF THE UNIONS OF PROFESSIONALS REPRESENTED BY ITS BARGAINING AGENT, THE FÉDÉRATION DES PROFESSIONNELLES ET PROFESSIONNELS DE L'ÉDUCATION DU QUÉBEC (CEQ)

(signed) François Legault

(signed) Monique Richard

François Legault  
Ministre de l'Éducation

Monique Richard  
President, CEQ

(signed) Bernard Huot

(signed) Diane Fortin

Bernard Huot  
President, CPNCA

Diane Fortin  
Negotiations Coordinator, CEQ

(signed) Hilaire Rochefort

(signed) Luc Sénéchal

Hilaire Rochefort  
Vice-president, CPNCA

Luc Sénéchal  
President, FPPE

(signed) Diane Ratcliffe

Diane Ratcliffe  
President, QESBA

NEGOTIATORS

NEGOTIATORS

(signed) Ronald Fava

(signed) Constance Peacock

Ronald Fava  
QESBA

Constance Peacock  
FPPE

(signed) Stephen Waters

Stephen Waters  
FPPE

(signed) Robert Hardy

(signed) Gilles Drouin

Robert Hardy  
Spokesperson, MEQ

Gilles Drouin  
Union Spokesperson, FPPE



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**APPENDIX "A"****LETTER OF INTENT CONCERNING PENSION PLANS****1. LEGISLATIVE AMENDMENTS**

The government shall adopt the necessary orders-in-council and propose to the National Assembly the adoption of the necessary legislative provisions in order to make the amendments prescribed in sections 2, 3 and 6 of this appendix to the Act respecting the Government and Public Employees Retirement Plan (RREGOP); the amendments prescribed in sections 2 and 4 to the Act respecting the Teachers Pension Plan (TPP) and to the Act respecting the Civil Service Superannuation Plan (CSSP) and the amendments prescribed in sections 2 and 5 to the Act respecting the Pension Plan of Certain Teachers (PPCT), where applicable.

Unless otherwise indicated, the amendments come into force on January 1, 2000.

**2. AMENDMENTS TO RREGOP, THE TPP, THE CSSP AND THE PPCT****2A. Definition of spouse**

The definition of spouse prescribed in RREGOP, the TPP, the CSSP and the PPCT is amended in order to recognize a common-law spouse after one year of cohabitation if:

- . a child was born or is to be born of this relationship; or
- . the spouses jointly adopted a child during their relationship; or
- . one of the spouses has adopted the other's child during their relationship.

**2B. Compensation for actuarial reduction**

A member of RREGOP, the TPP, the CSSP or the PPCT who is eligible for an actuarially reduced retirement pension when he or she retires may offset all or part of the actuarial reduction by paying the required amounts to CARRA.

The current actuarial principles used to calculate the amount of compensation must be amended so that the benefit create neither actuarial surplus nor deficit in the pension plans.

The new principles and their terms and conditions of application are determined by the RREGOP Pension Committee representing employees who may be unionized. These principles come into force on January 1, 2001 and apply to a person whose retirement date is effective on or after that date.

**2C. Exemption from contributions**

The period giving a member entitlement to a contribution exemption under section 21 of RREGOP, section 18 of the TPP and section 60 of the CSSP is increased from two to three years within the limits of the tax rules. The pensionable salary recognized is the salary that the employee would have received had he or she remained at work, unless he or she is covered by a salary insurance plan which provides that the insurer shall pay the contributions on a higher pensionable salary.

However, this provision cannot have the effect of extending the employment relationship currently prescribed in the collective agreements. Also, the period of exemption from contributions is extended to three years, even if the employee is no longer eligible for the salary insurance benefits during that period.

A member who is declared disabled at the end of the 24-month contribution exemption is presumed disabled for a third year for contribution exemption purposes, unless he or she resumes pension plan contributions when he or she returns to work, dies or retires before the expiry of that period.

This new provision applies to a disabled member whose exemption period began on or after January 1, 1998.

**2D. Members suffering from a disability within the meaning of section 93 of the Act respecting industrial accidents and occupational diseases**

The parties agree to mandate the RREGOP Pension Committee representing employees who may be unionized to adopt measures enabling a disabled member, within the meaning of section 93 of the Act respecting industrial accidents and occupational diseases, to continue to participate in his or her pension plan if he or she elected to contribute in accordance with section 116 of the said Act.

**3. OTHER AMENDMENTS TO RREGOP**

**3A. Contribution rate**

As of January 1, 1999, the rate of contribution to RREGOP has been set at 6.20%. As the reduced contribution rate could not be applied in 1999, the rate applicable in 2000 and 2001 is 5.35%.

As of January 1, 2002, the contribution rate is 6.20% subject to the actuarial valuation of the plan produced on the data established on December 31, 1999.

Despite the contribution rate in effect on January 1, 1999, a member is not entitled to a reimbursement of contributions to cover the difference in contribution rate between 7.95% and 6.20% for 1999.

**3B. Addition of two new permanent eligibility requirements for a retirement pension with no actuarial reduction**

- . 60 years of age;
- . 35 years of service.

However, the normal retirement age remains 65 years of age.

**3C. Revaluation of certain years of service**

The years of service giving entitlement to a pension credit or a paid-up annuity certificate referred to in the fourth paragraph of section 221.1 or credited for eligibility for a retirement pension despite a transfer to a locked-in retirement account (LIRA) are revalued in accordance with the requirements of tax legislation by a life annuity of 1.1% of the average salary for the calculation of the amount of retirement pension per year of service thus credited. The life annuity is transferable to the spouse under the terms and conditions of the plan.

An amount of \$230 will be added to the life annuity for each of the years considered and is payable up to age 65.

The sum of these two benefits is payable on the same date as the retirement pension, reduced actuarially, where applicable, by the same percentage as the annuity and indexed annually to the CPI - 3%.

The revaluation prescribed in the first paragraph is taken into account in estimating the benefit payable to a member who dies or leaves before qualifying for retirement. However, it cannot be granted to a pensioner who returns to work after December 31, 1999 or at another date.

When a member benefits from a revaluation of certain years, the total of the retirement pension, the additional benefits and the pension credits must not exceed the amount of the annuity to which 35 years of credited service entitle him or her. The maximum amount of the revaluation payable is determined under Schedule 1.

The employee who has retired since January 1, 2000 must submit an application for redemption of service before December 31, 2000 if he or she wishes to redeem certain periods of service and have them taken into account. CARRA must take the necessary measures to inform all the RREGOP members who have retired since January 1, 2000 of the deadline in which to submit their application for redemption of service.

### **3D. Indexation of retirement pensions**

For service accrued after December 31, 1999, the retirement pension is indexed annually according to the more advantageous of the following two formulas:

- . the rate of increase of the consumer price index exceeding 3% (CPI - 3%);
- . 50% of the rate of increase of the consumer price index.

If a member has more than 35 years of credited service, the indexation formula applicable to his or her retirement pension must take into account the best years of service for indexation calculation purposes.

### **3E. Years of service credited for eligibility for retirement purposes**

The same service is credited for a member who holds a position at least one day in a calendar year as for a full-time member. This also applies to a person on a leave without salary, even if the leave runs from January 1 to December 31 of one year.

The time thus credited must be time not worked after December 31, 1986.

For the first year and last year of membership in the pension plan or the transfer carried out when membership ceases, the service credited includes the period between the date on which membership began and December 31 of the year in question or between January 1 of the year in question and the date on which employment ended.

When a pensioner returns to work, the eligibility requirements are not revised to take into account any new service for eligibility purposes.

Service credited for eligibility for retirement purposes does not entail a change in the calculation of the average salary for pension calculation purposes.

The years credited for eligibility purposes must not preempt the 3% reduction factor per year applied to a member who does not meet one of the following criteria:

- . 60 years of age;
- . 30 years of service;
- . 80 factor (age + years of service);

without taking into account any period not worked during employment but by adding, where applicable, no more than five years related to an allowed period of temporary absence or reduced salary. In addition, these criteria must be applied to all retiring members.

**3F. Deadline**

The deadline prescribed in section 87 of the Act respecting the Government and Public Employees Retirement Plan is repealed as of July 1, 2000 by making the necessary changes to section 86.

**3G. Powers and duties of the RREGOP Pension Committee representing employees who may be unionized**

The Pension Committee may determine the terms and conditions for the implementation of an agreement concluded between the parties, unless these terms and conditions are already prescribed in the agreement. The decisions must respect CARRA's budgetary envelope.

The Pension Committee may submit to the parties a recommendation designed to improve the implementation of pension plans. The recommendation must be approved by a majority vote within each party, if it entails an increase in the cost of the plan or an excess of the CARRA budgetary envelope. In this case, the chairman may not cast a deciding vote.

**3H. Supplemental budget item**

A specific budget item is created to defray the costs generated by the hiring of resource personnel by the representatives of the members on the RREGOP Pension Committee representing employees who may be unionized to conduct ad hoc studies or mandates. The latter must draw up a list of activities the costs of which may be covered by this budget.

A maximum amount of \$150 000 per year is injected into the specific budget out of account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP). The unused surplus in one year may be deferred to the following year, but the specific budget must not exceed \$250 000 per year.

Representatives of the members on the RREGOP Audit Committee representing employees who may be unionized are mandated to oversee the application of the rules governing the granting of the amounts allocated and the use of the latter. The use of the amounts must not be exempt from the audit process in effect in the public sector.

Upon invitation of the representatives of the members, the resource personnel hired by the latter to carry out ad hoc studies and mandates may participate in the RREGOP institutional committees representing employees who may be unionized (Pension Committee, Audit Committee or Investment Committee) and on the ad hoc committees set up by the Pension Committee.

**3I. Joint requests for studies submitted to CARRA**

The parties agree that the costs related to the requests for studies that they formulate jointly to CARRA be taken out of the latter's budget.

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#### 4. OTHER AMENDMENTS TO THE TPP AND THE CSSP

##### 4A. Contribution rate

The TPP and the CSSP members shall choose collectively between:

- . a decrease in the contribution rate equal to the decrease in the contribution rate of a RREGOP member

or

- . an annual indexation of their retirement pension accrued after December 31, 1999 according to the more advantageous of the following two formulas:
  - the rate of increase of the consumer price index exceeding 3% (CPI - 3%);
  - 50% of the rate of increase of the consumer price index.

The voting procedures are prescribed in Schedule 2 of this letter of intent.

If members elect to have their contribution rate reduced, the contribution formula in 2000 and in 2001 becomes:

##### **TPP**

- . 5.48% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- . 4.68% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- . 5.48% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

##### **CSSP**

- . 4.65% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- . 3.85% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- . 4.65% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

As of January 1, 2002, the contribution formula in effect in the year 2002 and the following years is:

##### **TPP**

- . 6.33% up to that portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- . 5.20% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- . 6.33% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

**CSSP**

- . 5.50% up to that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the Act respecting the Québec Pension Plan;
- . 4.37 % of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- . 5.50 % of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

If a member has more than 35 years of credited service, the indexation formula applicable to his or her retirement pension must take into account the best years of service for indexation calculation purposes.

**4B. Fiscal harmonization**

The TPP and the CSSP are amended to comply with the tax provisions respecting retirement, particularly, the definition of disability and the minimum pension referred to in section 65 of the TPP and the CSSP.

A supplemental benefits plan guaranteeing the TPP and CSSP members the rights they had prior to the amendments prescribed in the preceding paragraph has been set up.

**4C. Redemption of paid training period under the TPP and the CSSP**

The TPP and the CSSP are amended to enable members in those plans to have a paid training period recognized for retirement eligibility purposes.

Entitlement to redemption is subject to the same rules, conditions and terms as those prescribed under RREGOP. The accrued benefit is a pension credit equal to that accrued under RREGOP.

The terms and conditions for the implementation of this benefit are determined by the RREGOP Pension Committee representing employees who may be unionized. An employee who has retired since January 1, 2000 must file an application for redemption before December 31, 2000 if he or she wishes to avail himself or herself of this right. CARRA must take the necessary measures to inform those TPP or CSSP members who have retired since January 1, 2000 of the deadline for filing an application for redemption.

The revaluation prescribed in paragraph 3C applies to this benefit, with the necessary changes, and is funded by the government in its entirety.

**5. OTHER AMENDMENTS TO THE PPCT**

The amendments made to RREGOP, under paragraphs 3A, 3D and 3F, also apply to the PPCT members, including 3C, if pension credits are still payable under RREGOP.

**6. FINANCING OF CERTAIN AMENDMENTS TO RREGOP****6A. Revaluation prescribed in 3C of this letter of intent**

- 1- The additional benefits resulting from the years of service giving entitlement to revaluation (1.1% + \$230) are paid out of account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP). However, the government shall inject the necessary amounts into this fund to cover these additional benefits in excess of 680 million, in dollar value on January 1, 2000.

- 2- Within six months of the filing of the next actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan, the actuarial value of the additional benefits accrued on December 31, 1999 is determined on the basis of the principles defined for such actuarial valuation. This actuarial valuation established on December 31, 1999 takes into account the formulas applicable to the years of service giving entitlement to a revaluation. For this purpose, the adjustments to pension buy-back credits and the SPP effective on January 1, 2000 are taken into account.
- 3- The actuarial value of the additional benefits accrued annually in the year 2000 and the following years is determined on January 1 of each year. Each actuarial value takes into account the formulas applicable to the years of service giving entitlement to a revaluation. These values are calculated during the calendar year following the year during which the additional benefits were accrued on the basis of the principles emanating from the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the end of the calendar year of the calculation.
- 4- A first transfer from the consolidated revenue fund to account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP) is required when the total of the actuarial values, accrued with interest on the date of the valuation of the last value, exceeds 680 million dollars accrued with interest on the same date. The transferred amount corresponds to the excess accrued with interest until the date of the transfer. Subsequently, the annual transfer corresponds to the most recent actuarial value accrued with interest until the date of the transfer.
- 5- The interest rates used to amass the initial amount of 680 million dollars and the actuarial values are the rates of return generated by account 301 at the market value of each year.

Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of funds apply. For the remaining period, the rate of interest of the most recent actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan for the calendar year concerned applies.

- 6- The actuarial values are determined on the basis of retirement eligibility criteria in effect on January 1, 2000 and according to an actuarial reduction rate of 4%. Any additional retirement eligibility criteria or actuarial reduction must be the object of discussions concerning the partition of additional benefits covered by the revaluation.

**6B. Retirement eligibility requirements (prescribed in 3B) and years for eligibility purposes (prescribed in 3E)**

- 1- A separate fund is created to temporarily finance the additional benefits resulting from new retirement requirements (60 years of age or 35 years of service) and years of service recognized for eligibility purposes both for regular service and transferred service from the TPP/CSSP to RREGOP. The separate fund, within account 301 of Fund 01 at the CDPQ (Employees' contribution fund for regular service under RREGOP), is subject to the investment policy of the RREGOP Pension Committee representing employees who may be unionized.



- 2- Employees assume the value of the additional benefits accrued on December 31, 1999 in its entirety. This value is determined on the basis of the actuarial principles used for the valuation on December 31, 1996 prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan. This value has been set at 325 million dollars on January 1, 2000. This amount is transferred from account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP) to the separate fund before December 31, 2000 and bears interest at the rate of return generated by account 301 at the market value between January 1, 2000 and the date of transfer.
- 3- The government assumes the value of the additional benefits accrued as of January 1, 2000 in its entirety. The government injects into this separate fund an annual contribution equivalent to the value of the additional benefits accrued during the year. This contribution which has been set at 0.224% of the pensionable salaries shall be paid until such time as the discounted value of the contributions on January 1, 2000 at the rates of return generated by account 301 at the market value is equal to 325 million dollars.
- 4- By each injecting 325 million dollars into the separate fund, RREGOP members and the government finance, in equal portions, the value of the additional benefits resulting from these amendments. However, the payment of benefits including those assumed by the fund are made under the terms and conditions of section 130 of the Act respecting the Government and Public Employees Retirement Plan.

In order to ensure that subsequent transfers prescribed in paragraph 5 are made in equal portions, the following initial transfers (value on January 1, 2000) are payable between now and December 31, 2000:

- . *for transferred service*: a transfer from the separate fund to the consolidated fund of the value of the additional benefits ensuing from the amendments, namely 10.6 million dollars;
- . *for regular service*: a transfer from the separate fund to account 309 (Employer contributory fund) of 2/12 (7/12 - 5/12) of the value of the additional benefits ensuing from the regular service before July 1, 1982, namely 12.1 million dollars.

Each of the initial transfers bears interest at the rate of return generated by account 301 at the market value between January 1, 2000 and the date of the transfer.

- 5- Once every three years, namely, on the date of each actuarial valuation prescribed in section 174 of the Act respecting the Government and Public Employees Retirement Plan, a transfer is made from the separate fund to account 301 and account 309 of Fund 01 (Employees' contribution fund for regular service under RREGOP). The amount transferred to each of these two funds is equal to half of the actuarial value of the difference for pensioners during the last three years between the pension paid according to the new terms and conditions and that which would have been paid under the former terms and conditions. The actuarial value of each of the differences is accrued at the rate of return generated by account 301 to the market value between the date of retirement of each of the pensioners of the last three years and the date of transfer of the fund.

The transfers must not apply to the benefits deriving from the initial transfers described in paragraph 4. The benefits deriving from the transferred service have already been regulated by the initial transfer of 10.6 million dollars while those concerning the 2/12, before July 1982, were regulated by the initial transfer of 12.1 million dollars.

The actuarial value is determined on the basis of the principles of the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the time of the transfer (e.g. that on December 31, 1999 for the transfer to be carried out on December 31, 2002).

- 6- Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of the fund apply; for the remaining period, the rate of interest of the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan for the calendar year concerned applies.
- 7- Where the total of the annual government contributions attains 325 million dollars (discounted value on January 1, 2000, according to the rates of return generated by account 301 at the market value), the government ceases to contribute to the separate fund. The balance of the separate fund on that date is then transferred, in equal proportions, to account 301 and account 309 of Fund 01 (Employees' contribution fund for regular service under RREGOP).
- 8- As of the date on which the separate fund is liquidated, the additional benefits deriving from the new retirement requirements (60 years of age or 35 years of service) and the years of service credited for eligibility purposes accrued after that date shall be assumed in accordance with the RREGOP provisions.

## **7. GRADUAL RETIREMENT**

The parties shall mandate the RREGOP Pension Committee to set up an ad hoc committee composed of representatives of the government and of the unions to pursue the work already begun with respect to gradual retirement, the results of which are contained in a report dated February 1993.

The committee shall reexamine and complete the portion of the study dealing with the working conditions of pensioners who would avail themselves of such a program and shall analyze the tax problems related to gradual retirement. Moreover, it must analyze the amendments that must be made to the TPP, the CSSP and RREGOP resulting from the implementation of a program concerning gradual retirement and progressive retirement and designed to simplify the pension plans.

While taking into account its available resources, CARRA may be required to update certain data as determined by the committee. The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if need be.

## **8. RETURN TO WORK BY PENSIONERS**

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to set up an ad hoc committee composed of representatives of the government and the unions to:

- . define rules for harmonizing the terms and conditions governing the return to work by pensioners under RREGOP, the TPP and the CSSP so as to better inform members and pensioners as well as to facilitate the administration by CARRA and the employers;
- . introduce, if possible, one or more measures designed to limit the return to work by those persons who have retired, subject to the terms and conditions to be agreed upon in accordance with the gradual retirement program.

The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if need be.

#### **9. NONDISCRIMINATION OF FRINGE BENEFITS**

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to set up an ad hoc committee composed of government and union representatives whose mandate is to make recommendations on the nondiscrimination of fringe benefits based on the recommendations of the ad hoc committee's report on the nondiscrimination of fringe benefits produced in April 1992.

Moreover, the parties agree that any amendment to the laws, where applicable, may not have the effect of increasing the cost of the plans.

#### **10. RIGHT OF REDEMPTION**

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to review the terms and conditions of redemption such as the possibility of increasing rights, simplifying redemption rules, establishing reasonable rates, etc.

#### **11. AMENDMENTS TO PENSION PLANS**

Subject to the amendments prescribed herein, during the term of the agreement, no amendment to RREGOP, the TPP, the CSSP or the PPCT may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

No amendment shall be made to the method of financing nor to the financial commitments unless the negotiating parties so agree.

In addition, no part of this letter of intent may be interpreted as an admission on the part of the parties of their respective expectations concerning the government's obligations with respect to RREGOP.

## SCHEDULE 1

### FORMULAS APPLICABLE TO THE REVALUATION OF CERTAIN YEARS OF SERVICE

#### A- Initial benefit for a member opting for retirement before 65 years of age

The total amount of the revaluation prescribed in section 3C is equal to the lesser of:

$$\text{Amount 1: } (F \times N_L \times 2.0\% \times TM) - CR_{RR}$$

$$\text{Amount 2: } F \times N \times (1.1\% \times TM + \$230)$$

The total amount is divided into two parts:

1- The first part is a life annuity equal to the lesser of:

$$\text{Amount 3: } [F \times N_L \times [(2.0\% \times TM) - (0.7\% \times \text{minimum}(TM, MPE))]] - CR_{RR}$$

$$\text{Amount 4: } F \times N \times 1.1\% \times TM$$

2- The second part is a benefit payable up to 65 years of age equal to the difference between the total of the revaluation (minimum between amounts 1 and 2) and the life annuity (minimum between amounts 3 and 4).

These amounts are determined at the time of retirement and indexed to the CPI - 3% as of that date.

#### B- Initial benefit for a member opting for retirement after 65 years of age

Only the life annuity is payable and corresponds to the lesser of amounts 3 and 4.

Where:

N: Number of years of service giving entitlement to a revaluation (1.1% + \$230)

$N_L$ : Minimum between:  
 . N and  
 . 35 minus the number of years of service used for calculation purposes (regular, transferred, transfer agreements)

TM: Average salary for the calculation of a pension

MPE: Average maximum pensionable earnings for the calculation of the pension integration

$CR_{RR}$ : Pension credit payable taking into account the revaluation including surplus funds (redemptions and SPP) up to the retirement date and applicable actuarial reduction according to the provisions of the respective pension credits (where applicable). If it involves years of service recognized for eligibility purposes despite a transfer in a LIRA, the pension credit attributed shall be determined according to the conditions prescribed in point D.

F: 1 minus the % of actuarial reduction applicable to the basic pension

#### C- Accrued benefits

Notwithstanding the application of the preceding formulas, a member shall retain at least his or her pension benefits accrued under the pension credits without applying this revaluation.

## D- Application of formulas

The formulas are applied collectively to all pension credits:

- . those redeemed;
- . those deriving from transfers of the SPP;
- . those deriving from certain transfer agreements;
- . those payable by an insurer and deriving from service credited for eligibility to RREGOP (paid-up annuity certificate).

These formulas are also applied to the period or periods of maternity leave credited under the fourth paragraph of section 221.1 of RREGOP as well as for the years of service credited for eligibility purposes, despite a transfer in a LIRA.

Moreover, the following elements must be taken into consideration:

- . if the actuarial reduction is compensated in whole or in part, the compensation is not counted for purposes of applying the formulas;
- . a paid-up annuity certificate should be payable as of the date of retirement and an actuarial reduction of 6% per year for the period between that date and the pensioner's 65<sup>th</sup> birthday is applied. For the purposes of applying the formulas, the amount used is that indicated in the statement of contributions;
- . in the case of years of service credited for eligibility purposes, regardless of a transfer in a LIRA, a value must be attributed to the pension credit payable as of a member's 65<sup>th</sup> birthday for the purposes of applying the formulas. The pension credit attributed corresponds to the actuarial value equivalent to the balance accrued in the participant's LIRA on the date of the integration of the SPP with RREGOP. To do this, a member must forward an attestation from the financial institution of the balance of the LIRA related to the SPP that could be transferred. The value of the attributed pension credit is calculated as follows:

$$\frac{((\text{balance of LIRA on date of integration}) \times (5))}{(\text{current value of an annual pension credit of \$10 payable monthly as of age 65 under Schedule V of the Act respecting the Government and Public Employees Retirement Plan according to the individual's age on the date of integration of the SPP with RREGOP})}$$

The same revaluation rates are applied to the value of the pension credit attributed as the credits of pension redemption between the date of integration and the participant's date of retirement.

Moreover, an actuarial reduction determined under the terms and conditions for the redemption of pension credit for the period between the date of retirement and the pensioner's 65<sup>th</sup> birthday applies to the pension credit attributed for the purposes of applying the formulas.

Lastly, if a member decides to defer the payment of his or her pension credit, the formulas are applied as if it were payable as of the date of retirement.

**SCHEDULE 2****VOTING PROCEDURES FOR THE TPP AND CSSP MEMBERS**

The negotiating parties shall mandate CARRA to hold a vote. On April 15, 2000, CARRA shall forward ballots to active TPP or CSSP members on January 1, 2000. CARRA shall collect the ballots, compile the results in the presence of representatives of the negotiating parties and report to the RREGOP Pension Committee representing employees who may be unionized.

Ballots are numbered and differ in colour depending on whether an employee is a TPP or CSSP member. A pre-stamped return envelope in the same colour as the ballot will also be included.

A separate vote is held for each plan.

Information shall be provided to the participants by their union and to nonunionized employees by the associations of management staff or the department of human resources.

Should an employee request information from CARRA, it shall refer him or her to his or her union or, if he or she is nonunionized, to his or her association of management staff or to the department of human resources.

Voting results must be made known before May 15, 2000.

CARRA shall inform the TPP and CSSP members of the voting results.

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**APPENDIX "B"**
**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:

A) The second paragraph of clause 7-1.11 is replaced by the following:

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 a leave without salary for more than twenty-eight (28) days, the insurer will 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) The board's contribution to the health insurance plan shall be sent to the insurer in two installments each year:

- 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 transmit 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;

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<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 these 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.

E) Clause 7-1.16 is modified by adding the following paragraph c):

7-1.16 c) General Group Insurance (FAMR)<sup>1</sup>

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

The professionals referred to in the first paragraph of clause 7-1.01 may benefit from payroll deduction of the insurance premiums for these plans.

Only subparagraph k) of clause 7-1.15 shall apply to these 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 subparagraph 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;
- ii) registering new professionals;
- iii) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain 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 merely forward the deducted premiums to the insurer.

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<sup>1</sup> (FAMR): Fire, Accident and Miscellaneous Risk



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**APPENDIX "C"****PAY EQUITY FOR PROFESSIONALS  
IN THE EDUCATION SECTOR**

1. The parties jointly conducted an evaluation of jobs using an analytical system of job evaluation by points and factors.
2. The ranking of employment groups or titles reflect the relative value of these employment groups or titles. The ranking classes are found in Schedule 1 of this appendix.  
  
The employment groups or titles are ranked according to four (4) levels or classes: 21 (or A), 20 (or B), 19 (or C) and 18 (or D).
3. The salary scales of the ranking classes are found in Schedule 2 of this appendix. These scales called "P-O salary scales" are based on the rates in effect on July 1, 1995. These scales constitute the reference scales for the purposes of pay equity.
4. The salary scales of the employment groups or titles referred to in Schedule 3 of this appendix cannot be used as the reference scales for the purposes of determining the salary scales of an employment group or title of an equal or similar nature, except for the employment groups or titles that have not been evaluated and that are mentioned in Appendix "D" concerning the evaluation of professional job titles.
5. The professionals in the employment groups or titles indicated below and whose salary rate corresponds to one of the steps from 1 to 9 of their respective salary scale shall be subject to the corresponding rate of the salary scale of the employment group or title of analyst (2120) in the education sector. As of the 10<sup>th</sup> step, the rates of the appropriate salary scale shall apply to these professionals.

2104 Education Consultant

2113 Psychologist or Counsellor in Reeducation

2110 Christian Education Consultant

2109 Guidance Counsellor or Counsellor in Academic Training

2122 Engineer

The same applies for the substitute or supernumerary professional classified in one of the appropriate employment groups or titles indicated who is subsequently engaged as long as the engagement takes place within a period not exceeding one (1) year from the date of the end of his or her last engagement.

**SCHEDULE 1 OF APPENDIX "C"**

**Ranking Class 21 (or A)**

Christian Education Consultant (2110)  
Guidance Counsellor or Counsellor in Academic Training (2109)  
Education Consultant (2104)  
Engineer (2122)  
Psychologist (2113)

**Ranking Class 20 (or B)**

Analyst (2120)  
Measurement and Evaluation Consultant (2103)  
Occupational Therapist (2116)  
Orthopedagogue (2106)<sup>1</sup>

**Ranking Class 19 (or C)**

Finance Officer (2118)  
Pastoral Animator (2108)  
Administration Officer (2121)  
Librarian (2102)  
Academic and Vocational Information Counsellor (2114)  
Dietician or Nutrition Consultant (2115)<sup>1</sup>  
Specialist in Teaching Methods and Techniques (2105)  
Social Worker (2111)<sup>1</sup>

**Ranking Class 18 (or D)**

Student Life Animator (2107)<sup>1</sup>

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<sup>1</sup> Ranking of this employment group or title is determined on a temporary basis.

**SCHEDULE 2 OF APPENDIX "C"**

Salary Scales  
July 1, 1995

**Ranking Classes**

21 (or A)	20 (or B)	19 (or C)	18 (or D)
30 345	29 835	29 483	28 646
31 498	30 830	30 475	29 613
32 698	31 899	31 498	30 630
33 944	33 006	32 522	31 695
35 237	34 154	33 621	32 795
36 592	35 340	34 755	33 919
38 029	36 564	35 922	35 094
40 583	38 505	37 738	36 321
42 188	39 881	38 943	37 583
43 855	41 327	40 221	38 904
45 606	42 806	41 509	40 288
47 431	44 371	42 845	41 707
49 365	46 003	44 258	43 206
51 352	47 692	45 689	44 771
53 460	49 447	47 208	46 355
54 775	50 664	48 370	47 494
56 123	51 909	49 560	48 660
57 527	54 932	50 936	49 877

**SCHEDULE 3 OF APPENDIX "C"**

2120	Analyst
2111	Social Worker or Social Service Officer
2108	Pastoral Animator
2118	Finance Officer
2121	Administration Officer
2115	Dietician or Nutrition Consultant
2114	Academic and Vocational Information Counsellor
2119	Information Officer
2102	Librarian
2105	Specialist in Teaching Methods and Techniques
2107	Student Life Animator
2137	Chaplain

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**APPENDIX "D"****JOB EVALUATIONS**

Considering that the Treasury Board and its partners have, over the last few years, been determining the relative value and ranking of titles or classes of employment in the public and parapublic sectors by means of a system of evaluation using points and factors, the parties agree to continue the discussions already begun on the aforementioned basis in order to render the discussions more effective with respect to the relative value of titles or classes of employment.

Therefore:

1. The parties agree to renew the existing joint working committee for all employment categories.
2. The committee's mandate shall be to:
  - study all the elements having led to the present ranking of titles or classes of employment in the education and health and social services sectors in order to better inform the parties and employees on the relative value of jobs in these sectors;
  - establish the relative value of the titles or classes of employment that have been newly created, modified or those that have not yet been ranked, such as teachers;
  - submit its findings and recommendations to the negotiating parties concerning the evaluation of jobs, relative value, equity principles and, where applicable, the various possible solutions to the problems identified.
3. The committee shall meet, as needed, at the request of one of the parties and shall adopt the rules of procedure it deems useful for its smooth operation.
4. According to the terms and conditions to be agreed, the employer group shall assume the costs for the union leaves required for the joint committee's work in the amount of one hundred thousand dollars (\$100 000) per year for all employment categories. As required, the parties shall agree on additional union leaves following the recommendation of the joint committee.
5. Discussions in keeping with this letter of agreement do not constitute a revision of the collective agreement that could lead to a dispute as defined in the Labour Code.

**APPENDIX CONCERNING  
PROFESSIONALS IN THE EDUCATION SECTOR**

1. The joint committee shall verify the results which led to the ranking of employment groups already ranked as well as the temporary ranking of the employment groups of readaptation officer, student life animator (2107), dietician and social worker and determine the relative value of the employment groups exclusive to the Commission scolaire de Montréal as well as the employment groups of speech therapist, audiologist or speech and hearing correction officer (2112).
2. Unless there is an agreement to the contrary between the parties, salary adjustments, if any, shall be made as of January 1, 1990 at a maximum adjustment rate of two and one half percent (2.5%) for each of 1990 and 1991 minus, where applicable, the adjustment rates, excluding the basic increases already agreed. The remaining adjustment, if any, is applicable on December 31, 1991.

**APPENDIX "E"**

**LETTER OF AGREEMENT CONCLUDED  
BETWEEN ON THE ONE HAND,  
THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC (CEQ)  
AND THE QUÉBEC FEDERATION OF LABOUR (QFL)  
AND  
ON THE OTHER HAND,  
THE GOVERNMENT OF QUÉBEC  
ON BEHALF OF SUPPORT AND PROFESSIONAL STAFF  
IN THE EDUCATION SECTOR AND STAFF IN  
THE HEALTH AND SOCIAL SERVICES SECTOR**

Considering the adoption of the Pay Equity Act;

Considering that the government has submitted a report, on November 20, 1998, to the Commission de l'équité salariale on the government pay relativity plan pursuant to Chapter IX of the Pay Equity Act;

Considering that the report is presently being studied by the Commission de l'équité salariale which must determine whether the plan is deemed as being consistent with the law;

Considering that the Commission will no doubt render its decision by the summer of 2001;

Considering that the parties intend to work together to achieve pay equity;

Considering that the Centrale de l'enseignement du Québec (CEQ) and the Québec Federation of Labour (QFL) submitted comments and observations to the Commission de l'équité salariale;

Considering that on May 3, 1999, the government, after having received the comments and observations of union organizations, among others, the CEQ and the QFL, proposed to the CEQ, QFL and other union organizations a method designed to assess these comments and, where applicable, to take them into account in its pay relativity plan and resulting salary structures;

Considering that the law obliges the parties to maintain pay equity in the public and parapublic sectors;

Considering that on November 19, 1998, the CEQ and the QFL submitted to the government a proposal aimed at perfecting the government pay relativity plan and that the proposal included lists of job categories the evaluation of which should be discussed;

Considering that the CEQ, the QFL and the government have already undertaken discussions to properly identify the problem raised by the union party, particularly in the establishment of job categories and the evaluation of certain categories;

Considering the letters of agreement concerning the study of the relative value of jobs in view of the evaluation of job titles contained in the 1995-1998 CEQ collective agreements and the letters of agreement concerning the evaluation of job titles contained in the 1995-1998 QFL collective agreements;

Considering the position expressed by the CEQ in terms of the retroactivity date;

The parties agree:

- to set up a working group on pay relativity and equity composed of representatives, on the one hand, of the Centrale de l'enseignement du Québec (CEQ) and the Québec Federation of Labour (QFL) and the government, on the other hand;
- to mandate the working group to study and analyze certain elements of the government pay relativity plan, namely, the relative value of jobs, job evaluations, rankings and resulting salary scales as well as the manner in which they were obtained and agree, where applicable, on possible changes;
- to determine union leaves paid by the government and required to accomplish the work.

To this end, the working group must:

1. Job Categories

Finalize a common list of job categories and identify the predominantly male and predominantly female jobs in each.

2. Evaluation Tools

Review the various evaluation tools (evaluation system, interpretation guide and so on) and how they were applied to identify the characteristics of both predominantly female and predominantly male jobs and to simplify the application and management.

Adjust, if necessary, the various evaluation tools.

3. Collection of Information

Validate, consolidate and verify the available information or conduct field surveys, if necessary, while taking into account the evolution and changes in the various networks.

4. Job Evaluation and Pay Structure

Based on the information collected and the documents available, validate and evaluate or reevaluate the jobs beginning, as a matter of priority, with the job titles and job categories listed in Schedule I. The parties agree to entrust to specific subcommittees the mandates defined in this paragraph for the job categories of nurse, health technician and respiratory therapist. The work of the subcommittees will be carried out jointly with that of other union organizations representing these job titles or categories.

5. Results and Recommendations

Once the work is completed, make recommendations to the negotiating parties concerning the ranking and range.

6. Method of Estimating Salary Disparities

Identify and recommend to the negotiating parties the most appropriate method for determining salary disparities, inform them of the salary disparities and, where applicable, the necessary salary adjustments.

7. Maintenance of Pay Equity

Identify and recommend to the negotiating parties the mechanisms for maintaining pay equity as well as the terms of application in order to ensure that pay equity is maintained.

**Schedule**

The working group must produce a consolidated report to the negotiating parties no later than December 31, 2000.

**Salary Adjustments**

- The salary adjustments, if any, agreed to between the parties as a result of the work carried out within the framework of this appendix come into force according to the terms and conditions and on the dates agreed by the parties or no later than January 1, 2001, in this case, the adjustments could be made progressively in four equal annual installments.
- This appendix suspends the application of Appendix "C" and its schedules and Appendix "D" on job evaluations until December 31, 2001, which shall again come into force on January 1, 2002. If the parties agree before December 31, 2001 on the follow-up of the consolidated report submitted under this appendix, the latter shall dispose of Appendix "C" and its schedules and Appendix "D" on job evaluations.

**General Provisions**

- The QFL and the CEQ acknowledge that the government will ensure the coordination of the work along with that of other working groups that also have the mandate to compare the job titles in the public and parapublic sectors in order to maintain equity in the pay structure ensuing from the work carried out.
- The parties agree to meet in order to resolve any problem resulting from the application of this appendix. In the case of unresolved issues, the parties could agree on a mechanism for resolving the issue in keeping with its nature.

## Schedule I of Appendix "E"

**School Boards**

2106	readaptation officer, psychoeducator or orthopedagogue
2111	social worker or social service officer
2112	speech therapist, audiologist or speech and hearing correction officer
2115	dietician or nutrition consultant
2116	occupational therapist, physiotherapist or rehabilitation officer
2126	préposé(e) à l'administration (CSDM)
2127	préposé(e) à l'ordonnancement (CSDM)
2128	chargé(e) de projet (CSDM)
2131	agent(e) de protection (CSDM)
2133	préposé(e) au personnel (CSDM)
4101	office agent, principal class
4103	office agent, class II
4111	executive secretary
4114	office assistant
4115	telephone operator
4116	school secretary
4202	data processing operator, class I
4204	data processing technician
4207	special education technician
4208	social work technician
4211	administration technician
4212	audiovisual technician
4214	recreational activities technician
4215	school organization technician
4217	nursing assistant (health, assistance and nursing care)
4221	offset duplicator operator
4223	student supervisor
4276	food management technician
4279	graphic arts technician
4284	day care service educator
4285	person-in-charge of a day care service
4286	attendant for handicapped students
5306	general kitchen helper
5308	heavy vehicle driver
5310	light vehicle driver
5312	cook, class II

**Health and Social Services**

1108	agent(e) de planification et de programmation
1109	spécialiste en procédés administratifs
1110	agent(e) de recherche et de planification socio-économique
1120	agent(e) de planification et de programmation socio-sanitaire (santé publique)
1204	audiologiste-orthophoniste (T.R.) ou thérapeute de l'ouïe, parole, langage et de la communication
1206	bibliothécaire
1230	ergothérapeute (T.R.) ou thérapeute en réadaptation fonctionnelle par activité
1242	agent(e) d'information
1254	audiologiste (T.R.) ou thérapeute de l'ouïe
1255	orthophoniste (T.R.) ou thérapeute de la parole, du langage et de la communication
1540	génagogue
1543	conseiller(ère) en enfance inadaptée
1555	agent(e) de planification, de programmation et de recherche
1556	agent(e) de recherche (E.S.)
1562	agent(e) de programmation
1652	psycho-éducateur(trice)



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1701	conseiller(ère) d'orientation professionnelle (T.R.) conseiller(ère) de la relation d'aide
1705	agent(e) de recherche socio-sanitaire (santé publique)
1901	infirmier(ère) bachelier(ère)
1903	infirmier(ère) bachelier(ère)
2101	technicien(ne) en administration
2205	technologue en radiodiagnostic
2207	technologue en radio-oncologie
2209	technologue en médecine nucléaire
2211	technologue spécialisé(e) en radiologie
2221	technologiste médical(e) (T.R.) technicien(ne) de laboratoire
2223	technologiste médical(e) ou diplômé(e) en technique médicale
2241	technicien(ne) en électro-encéphalographie
2243	inhalothérapeute (T.R.) technicien(ne) de la fonction respiratoire
2244	inhalothérapeute (T.R.) technicien(ne) de la fonction respiratoire
2260	audioprothésiste
2270	technicien(ne) en physiologie cardio-respiratoire
2271	cyto-technologue
2286	technicien(ne) en électrophysiologie médicale
2367	technicien(ne) en génie bio-médical
2471	infirmier(ère)
2688	agent(e) d'intégration
2691	éducateur(trice)
2702	technicien(ne) en hygiène de travail
3223	préposé(e) en physiothérapie et/ou ergothérapie
3224	technicien(ne) classe « B »
3237	préposé(e) en électro-cardiographie
3241	préposé(e) aux soins des animaux
3243	aide de service
3249	commis à la pharmacie
3455	infirmier(ère) auxiliaire (T.R.) ou diplômé en service de la santé
3461	puériculteur(trice)
3463	garde-bébé
3471	moniteur(trice) en réadaptation (métier artisanal ou occupation thérapeutique)
3479	préposé(e) aux bénéficiaires
3481	préposé(e) à la stérilisation
3509	préposé(e) en résidence
3590	auxiliaire familial(e) et social(e)
3685	préposé(e) à l'unité et/ou au pavillon
3699	moniteur(trice) en loisirs
5102	commis d'unité (Pinel)
5103	commis senior à la comptabilité
5105	paie-maître
5119	opérateur(trice) de duplicateur offset
5121	préposé(e) en informatique
5129	commis
5135	préposé(e) à la reprographie
5145	secrétaire de direction
5147	secrétaire médical(e)
5151	dactylo
5159	téléphoniste
5161	réceptionniste
5165	messenger(ère)
5271	préposé(e) à l'admission
5275	préposé(e) à l'admission externe
5279	auxiliaire en archives
5280	préposé(e) aux dossiers médicaux
5283	préposé(e) à la bibliothèque
6302	pâtissier(ère)-boulangier(ère)
6309	aide en alimentation
6312	caissier(ère) à la cafétéria
6314	préposé(e) à la cafétéria

- 6317 technicien(ne) en alimentation
- 6318 auxiliaire en alimentation
- 6319 aide aux diètes
- 6321 préposé(e) à la buanderie
- 6325 presseur(euse)
- 6327 couturier(ère)
- 6332 préposé(e) à la lingerie
- 6333 préposé(e) à la calandre
- 6355 conducteur(trice) de véhicules lourds

**Colleges**

- C204 aide pédagogique individuel
- C229 travailleur(euse) social(e) ou agent(e) de service social
- C402 technicien(ne) en informatique, classe principale
- C403 technicien(ne) en informatique
- C405 technicien(ne) en administration
- C406 technicien(ne) en audio-visuel
- C409 technicien(ne) en arts graphiques
- C431 moniteur(trice) d'activités sportives (collège Édouard-Montpetit)
- C432 animateur(trice) sportif(ve) et de natation
- C503 agent(e) de bureau, classe principale
- C506 agent(e) de bureau, classe II
- C601 auxiliaire de bureau
- C606 secrétaire, classe I
- C725 opérateur(trice) d'appareils de photocomposition électronique
- C753 surveillant(e)-sauveteur(euse)
- C755 opérateur(trice) en informatique
- C903 aide général(e) de cuisine
- C916 cuisinier(ère), classe II
- C925 conducteur(trice) de véhicules légers

**Schedule II of Appendix "E"**

If, following complaints of wage discrimination based on sex filed before November 21, 1997 with the Commission des droits de la personne et des droits de la jeunesse, the government decides to implement a recommendation of the Commission or a judgement of a tribunal by granting pay adjustments to the persons involved, it shall grant by the same token and according to the same terms and conditions pay adjustments to employees who, without being involved in the complaint, occupy a position with the same title or class within the meaning of the government pay relativity plan.

This appendix cannot be considered as an admission of discrimination as regards the complaints mentioned in the first paragraph.

**APPENDIX "F"****FAMILY RESPONSIBILITIES**

The Centrale de l'enseignement du Québec, on the one hand, and the Government of Québec 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 regional, local 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.

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## APPENDIX "G"

**VARIOUS ISSUES CONCERNING THE ADDITION OF  
THE NEW SPIRITUAL CARE AND GUIDANCE AND  
COMMUNITY INVOLVEMENT SERVICE****CONSIDERING:**

The amendments to the Education Act (R.S.Q., c. I-13.3) provide that the student services of pastoral animation and religious animation be replaced by a spiritual care and guidance and community involvement service, as of July 1, 2001, for secondary-level students and, as of July 1, 2002, for preschool and elementary-level students;

the need to retain the employment group of pastoral animator for the next school year while maintaining the service for preschool students and elementary-level students;

the obligation of the Management Negotiating Committee for English-language School Boards, hereafter called the Management Committee, to modify the Classification Plan for professionals in order to incorporate the appropriate changes and to add an employment group covering the duties related to the new spiritual care and guidance and community involvement service;

the provisions of the provincial entente binding the Management Committee and the aforementioned union and dealing with the addition of new employment groups to the Classification Plan during the term of the collective agreement (article 6-8.00);

the expediency of dealing with certain other issues concerning the addition of the new spiritual care and guidance and community involvement service;

**THE PARTIES AGREE AS FOLLOWS:****I- Creation of Employment Groups**

The parties carried out the consultation prescribed in clause 6-8.02 of the professionals' collective agreement with respect to the addition, during the term of the agreement, of the new employment groups of spiritual care and guidance, and community involvement animator and spiritual, religious and moral education consultant.

Moreover, the parties agree to carry out, during the 2003-2004 school year, another consultation on possible changes to these employment groups.

**II- Ranking of New Employment Groups**

The parties agree that the ranking and salary scales of the new employment groups of spiritual care and guidance, and community involvement animator and of spiritual, religious and moral education consultant be the same as those for the employment groups of pastoral animator and christian education consultant respectively.

Moreover, the parties agree to determine, during the 2003-2004 school year, and within the framework of the application of Appendix D on job evaluations, the relative value of the two (2) new employment groups.

III- Transfer of Pastoral Animators and Chaplains

Notwithstanding the provisions of clause 5-4.08 of the agreement, the pastoral animators assigned to secondary schools and the chaplains in service on the date on which this agreement is signed shall be transferred without further notice on that same date but no later than May 14, 2001 to the employment group of spiritual care and guidance, and community involvement animator with the same status, rights and benefits that are otherwise applicable. In addition, they shall be considered as possessing the qualifications required for the new employment group.

A pastoral animator assigned to an elementary school shall remain in the employment group of pastoral animator during the 2001-2002 school year and shall be transferred no later than May 14, 2002 to the employment group of spiritual care and guidance, and community involvement animator with the same status, rights and benefits that are otherwise applicable. In addition, they shall be considered as possessing the qualifications required for their new employment group.

IV- Transfer of Christian Education Consultants and Religious and Moral Instruction Consultants

A christian education consultant or a religious and moral instruction consultant who is transferred by the board to the employment group of spiritual, religious and moral education consultant shall be deemed as possessing the qualifications required for that employment group.

V- Professional Improvement Activities

Given the importance of providing training to those assigned to the new spiritual care and guidance and community involvement service, the Ministère will allocate \$1.5M over the next three (3) years to professional development activities for English- and French-language school boards. As of the 2001-2002 school year, an amount of \$500 000 will be allocated. The Ministère shall inform the FPPE at the end of each of the three (3) school years of the amounts allocated to each school board.

The school board shall inform the Labour Relations Committee or, where applicable, the Professional Improvement Parity Committee, of the funding requests that it forwards to the Ministère for professional improvement activities and how the funds will be used.

The spiritual care and guidance, and community involvement animators transferred under this agreement or hired over the next three (3) school years must participate in professional improvement activities required by the school board. If the professional improvement activities are held outside the regular work schedule, the time devoted to those activities shall be deemed as time worked and shall be taken in time off at a time agreed between the professional and the school board within sixty (60) days of the activities for which the professional shall be compensated in time off.

Article 8-4.00 applies insofar as it complies with article V.

VI- Amendments to the 2000-2002 agreement signed on May 31, 2000

Paragraph b) of clause 5-10.04 is repealed and paragraphs c) and d) become paragraphs b) and c) respectively.

Clause 5-10.06 is repealed and clause 5-10.07 becomes clause 5-10.06.

Clause 6-9.01 of the 2000-2002 agreement is amended by adding:

- The job title **2141 Spiritual Care and Guidance, and Community Involvement Animator** to the list of employment groups for the salary scale, the maximum of which is \$59 756 on January 1, 2001.
- The job title **2142 Spiritual, Religious and Moral Education Consultant** to the list of employment groups for the salary scale, the maximum of which is \$62 578 on January 1, 2001.

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## APPENDIX "H"

**MEASURES DESIGNED TO FOSTER THE IMPLEMENTATION OF THE SPIRITUAL CARE AND GUIDANCE, AND COMMUNITY INVOLVEMENT SERVICE AT THE PRESCHOOL AND ELEMENTARY SCHOOL LEVELS**

Considering the implementation of the spiritual care and guidance, and community involvement service at the preschool and elementary school levels as of the 2002-2003 school year;

Considering the intent of the ministry to use existing qualified personnel or personnel in the process of acquiring the necessary qualifications in the education sector;

Considering the intent of the parties to foster the implementation of this service.

The parties herein agree as follows:

- 1° This agreement applies during the 2002-2003, 2003-2004 and 2004-2005 school years.
- 2° Notwithstanding the articles or clauses of the agreement to the contrary, the professional who is newly hired as a spiritual care and guidance, and community involvement animator and who does not have an undergraduate degree shall have five (5) years as of the date on which he or she was hired to obtain such a degree.
- 3° Notwithstanding the preceding paragraph, a disability period that lasts more than thirty (30) days or any absence or parental leave shall delay the five (5)-year period for a period equal to the absence.
- 4° The professional referred to in paragraph 2 cannot be transferred to another employment group as long as he or she has not obtained an undergraduate degree.
- 5° At the end of the time limit prescribed in paragraph 2 or 3, the school board shall terminate the contract of engagement of the professional who has not obtained the required degree. However, the board shall, in exceptional cases and, following an evaluation of the professional's qualifications, recognize the years of pertinent experience as equivalent to the minimum required.
- 6° However, section V of Appendix G of the agreement applies to a professional already in the service of the school board who is transferred to the employment group of spiritual care and guidance, and community involvement animator.