

**2005-2010  
COLLECTIVE AGREEMENT**

**in accordance with the provisions of the  
Act respecting conditions of employment in the public sector  
(S.Q., 2005, c. 43)**

**between**

**on the one hand**

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

**and**

**on the other hand**

**The Syndicat des employées et employés professionnels-les  
et de bureau (SEPB-Québec)  
affiliated with the Québec Federation of Labour (QFL)  
on behalf of the unions representing support staff  
of English-language school boards of Québec**

Produced by the Management Negotiating Committee  
for English-language School Boards (CPNCA)  
December 2007  
**Updated in November 2008**

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

**1-1.00 OBJECTIVE OF THE AGREEMENT**

**1-1.01**

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

**1-2.00 DEFINITIONS**

Unless the context indicates otherwise, for the purposes of applying the agreement, the words, terms and expressions defined hereinafter have the meaning respectively attributed to them.

**1-2.01 QESBA**

Quebec English School Boards Association.

**1-2.02 Seniority**

Defined in article 8-1.00.

**1-2.03 Fiscal year**

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

**1-2.04 Provincial Relocation Bureau**

Relocation bureau made up of all the school boards, the Ministère and the QESBA.

**1-2.05 Class of employment**

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

**1-2.06 Board**

The school board bound by the agreement.

**1-2.07 Spouse**

Persons:

- a) who are married or joined in civil union 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 year.

The dissolution of the marriage or civil union 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 spouse.

**1-2.08 Agreement**

This collective agreement.

**1-2.09 Duration of employment**

Defined in article 8-1.00.

**1-2.10 Grievance**

Any disagreement regarding the interpretation or application of the agreement.

**1-2.11 Ministère**

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

**1-2.12 Transfer**

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

**1-2.13 Provincial negotiating parties**

- a) Employer group: the Management Negotiating Committee for English-language School Boards (CPNCA) established under the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2)
- b) Union group: the Syndicat des employées et employés professionnels-les et de bureau (SEPB-Québec) affiliated with the Québec Federation of Labour (QFL)

**1-2.14 Adaptation period**

Work period following a promotion.

**1-2.15 Probation period**

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

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

If a temporary employee working as a replacement obtains, according to the provisions of article 7-1.00, the position which he held as a replacement, without any interruption between the time he was working as a replacement and the time the position became permanently vacant, the probation period to become a regular employee shall be reduced by half if the time worked as a replacement is equal to at least fifty percent (50%) of the probation period.

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

However, an employee shall not be required to undergo a probation period when he obtains, in the context of article 7-1.00, the position in which he replaced an employee for an uninterrupted period of over twelve (12) months, immediately preceding his obtaining the position.



**1-2.16 Tenure**

Status acquired by a regular employee who has completed at least two (2) full years of active service with the board in a full-time position, whether he is covered by accreditation or not, since his hiring by the board.

Acquisition of tenure by an employee shall be delayed in proportion to the period during which his active service is interrupted, provided that there has been no break in his employment ties.

As an exception to the rule for acquiring tenure, the employee who holds a part-time position shall maintain his status as a tenured regular employee if he acquired it in accordance with the preceding provisions and as long as there has been no break in his employment ties since acquiring his tenure.

**1-2.17 Employee**

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

**1-2.18 Probationary employee**

The employee who was hired but who has not completed the probation period prescribed in clause 1-2.15 in order to become a regular employee.

**1-2.19 Employee in the special education sector**

An employee who is hired as such to carry out specific work in one of the following classes of employment: attendant for handicapped students, Braille technician, special education technician and interpreter-technician.

**1-2.20 Regular employee**

- a) An employee who has completed the probation period prescribed in clause 1-2.15.
- b) An employee who, in the service of the board or boards (institutions) to which this board is the successor, had acquired the status of regular employee or the equivalent.

**1-2.21 Temporary employee**

- a) An employee who is hired to perform particular work in order to handle a temporary increase in workload or an unforeseen event for a maximum period of five (5) months, unless there is a written agreement with the union.

Failing agreement, the employee whose period of employment exceeds the period stipulated in the preceding paragraph shall obtain the status of regular employee. The board shall thus create a position in accordance with the provisions of clause 7-1.19. The position created is a full-time position if the temporary employee held a full-time position or a part-time position if the temporary employee held a part-time position. The employee shall automatically become a candidate for that position and his candidacy shall be considered in the step mentioned in subparagraph c) of paragraph 2 of clause 7-1.19. If the employee does not obtain the position, he shall be laid off as soon as the position is filled.

- b) The board may hire a temporary employee to replace an absent employee for the duration of the absence.

The board shall terminate a temporary employee's employment when the employee whom he was replacing resumes his position, resumes his assignment in the special project or when the position becomes permanently vacant or is abolished.

- c) An employee who is hired to carry out particular work in the context of a special project.

**1-2.22 Classification Plan**

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

**1-2.23 Position**

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

**1-2.24 Full-time position**

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

**1-2.25 Part-time position**

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

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

**1-2.26 Promotion**

Movement of an employee from one position to another in another class of employment in which the maximum of the salary scale is higher than that of the class of employment he is leaving or in a class of employment remunerated according to a single salary rate in which the rate is higher than that of the class of employment he is leaving.

**1-2.27 Demotion**

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

**1-2.28 Education sector**

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

**1-2.29 Public and parapublic sectors**

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

**1-2.30 Active service**

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

**1-2.31 Union**

The union bound by the agreement.

**1-2.32 Salary**

Amount paid to an employee under articles 6-1.00, 6-2.00 and 6-3.00, excluding all lump sums, except for those prescribed in clauses 6-2.16, 6-2.18 and 7-3.19 c).

**1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS****1-3.01**

The board and the union recognize every employee's right to exercise, in complete equality, the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., c. C-12).

The board and the union specifically agree to respect in their actions and decisions, the practice, in full equality, of the employee's rights and freedoms without distinction, exclusion or preference which could lead to discrimination within the meaning of the Charter mentioned in the preceding paragraph.

**1-3.02**

It is agreed that there will be no threat, constraint, discrimination or reprisal on the part of the board, the union or their respective representatives against an employee because of his race, religious beliefs or lack thereof, sex, sexual orientation, language, colour, nationality, social origins, political opinions, age, unless stipulated by law, the fact that an employee is pregnant, social status, marital status, or the fact that he is a handicapped person or exercising a right granted to him under the agreement or by law.

**1-4.00 SEXUAL HARASSMENT****1-4.01**

A work environment must be free from sexual harassment.

**1-4.02**

It is forbidden to publish or distribute posters, notices or pamphlets which do not comply with this article.

**1-4.03**

No one may sexually harass another person.

**1-4.04**

The union may submit any problem regarding sexual harassment to the Labour Relations Committee and propose preventive measures.

**1-4.05**

An employee who claims to have been sexually harassed may file a grievance according to the grievance procedure described in article 9-1.00.

**1-5.00 PSYCHOLOGICAL HARASSMENT**

**1-5.01**

The board and the union recognize that every employee has a right to a work environment free from psychological harassment as prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1).

**1-5.02**

The board and the union recognize that psychological harassment is a reprehensible act and shall collaborate in preventing situations of psychological harassment.

**CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION****2-1.00 FIELD OF APPLICATION****2-1.01**

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

**a) Probationary employees**

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

**b) Temporary employees mentioned in paragraphs a) and b) of clause 1-2.21**

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

1-1.00	Objective of the Agreement
1-2.00	Relevant definitions
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Sexual Harassment
1-5.00	Psychological Harassment
2-2.00	Recognition
3-1.00	Posting
3-2.00	Union Meetings and Use of Board Premises for Union Purposes
3-3.00	Documentation
3-4.00	Union System
3-7.00	Union Dues
5-2.00	Paid Legal Holidays (provided that he has worked ten (10) days since his hiring prior to the paid legal holiday)
5-8.00	Civil Responsibility
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Travel Expenses
6-5.00	Premiums
6-6.00	Loan and Rental of Rooms or Halls
6-7.00	Payment of Salary
7-1.12 to 7-1.16	Priority of Employment List
7-1.19 e) and h)	Procedure for filling a permanently vacant or newly created position
7-1.23 e)	Procedure for filling a temporarily vacant position, an increase in workload and a special project
7-1.28 d)	Procedure for filling a temporarily vacant position, an increase in workload and additional hours
8-1.00	Duration of Employment
8-2.00	Workweek and Working Hours
8-3.00	Overtime
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
10-1.00	Employees Working Exclusively Within the Framework of Adult Education or Vocational Education Courses
11-3.00	Local arrangements dealing with clauses or articles listed in this paragraph
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-7.00	Relevant Appendices
11-8.00	Printing of the Agreement

- 2) A temporary employee who has worked for an uninterrupted period of at least six (6) months since his hiring or within the framework of two (2) or more immediately consecutive hirings shall also be entitled to the provisions of the following clauses and articles:

3-5.00	Union Representation
3-6.00	Leaves for Union Activities (except long-term leaves for union activities and participation in provincial committees)
5-1.00	Special Leaves
5-3.00	Life, Health and Salary Insurance Plans
5-4.00	Parental Rights: according to the terms and conditions prescribed in Appendix VIII
5-6.00	Vacation
5-9.00	Work Accidents and Occupational Diseases (except clauses 5-9.12 to 5-9.18)

The employee referred to in this paragraph shall still benefit from these provisions if the board rehires him within a period of ten (10) working days immediately following the last period of employment during which he was entitled to these provisions or if he performs work immediately before and after the temporary layoff prescribed in clause 7-2.03.

- 3) The temporary employee who is hired for a predetermined period of over six (6) consecutive months shall benefit during his period of employment from the provisions of article 5-3.00. He shall also benefit during his period of employment from the provisions of article 5-4.00 according to the terms and conditions prescribed in Appendix VIII.
- 4) Every temporary employee shall also be entitled to the grievance procedure and arbitration if he feels wronged with respect to the rights to which he is entitled under the terms of the agreement.

**c) Employees in a part-time position**

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

**d) Employees assigned to a special project**

**1) Special project**

Temporary project of a maximum duration of twenty-four (24) months beginning on the date on which the special project started. The duration cannot be extended. When the board decides to convert one or more assignments in a special project into regular positions, within that period, it shall proceed according to the provisions of clause 7-1.19.

Notwithstanding the foregoing, upon the expiry of the twenty-four (24)-month period from the beginning of the special project, the board shall create a regular position for each employee who keeps his assignment. To fill the position, it shall proceed according to the provisions of clause 7-1.19. However, the temporary employee who was assigned to a special project shall automatically obtain the position thus created as well as the status of regular employee.

In addition, within the twelve (12) months of the expiry of the twenty-four (24)-month period prescribed in the first paragraph, the board shall create a regular position when it assigns a person to a project of the same nature as that of a previous special project involving the same employment category in the same office, department, school or centre. To fill the position, it shall proceed according to the provisions of clause 7-1.19.

When the board must create a position by the application of the provisions of the preceding two paragraphs, the position shall be full-time if the employee assigned to the special project was working full-time<sup>1</sup> or part-time if the employee assigned to the special project was working part-time<sup>1</sup>.

## **2) Consultation**

Before implementing a special project, the board must consult the union beforehand. The consultation must deal with the nature, objective, staff required, work schedule foreseen, source of financing and duration of the project.

## **3) Reduction in staff, interruption or termination of a special project**

When the board decides to reduce the staff of a special project or to interrupt or terminate a special project, it shall inform the employee concerned at least ten (10) working days before the date on which the decision becomes effective. A copy of the notice shall be forwarded to the union.

When reducing staff, the board shall first proceed by class of employment, according to the inverse order of the duration of employment or seniority, as the case may be, of temporary employees, second, from among the employees covered by Chapter 10-0.00 and third, from among regular employees. However, every employee who remains in the special project must have the required qualifications and meet the other requirements of the assignment.

### **Regular employees and employees covered by Chapter 10-0.00 assigned to a special project**

On the effective date on which one of the events mentioned in the first paragraph of subparagraph 3) occurs, an employee shall return to his position or employment under the same conditions and with the same rights had he actually occupied that position or employment. The employee concerned shall benefit, as a priority, from a right to return to his assignment to the special project for a twenty-four (24)-month period from the beginning of the special project.

However, within the context of a special project, an employee whose assignment includes fewer months of work per year than his regular position or employment and whom the board decides not to return to his regular position or employment for the remaining months shall choose:

- i) a temporary assignment to other duties related to his qualifications and experience. The temporary assignment shall be decided by the board but cannot entail a reduction in the employee's salary nor an assignment to more than fifty (50) kilometres from his usual place of work and domicile nor a reduction in his working hours. The temporary assignment shall apply for the period during which he would have been laid off temporarily only;
- ii) a temporary layoff for the period prescribed for the assignment to the special project.

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<sup>1</sup> Employee working full-time: employee whose weekly working hours were equal to or greater than seventy-five percent (75%) of the thirty-five (35) hours for technical and paratechnical support positions and administrative support positions and thirty-eight hours and forty-five minutes (38 h 45) for labour support positions.

Employee working part-time: employee whose weekly working hours were less than the working hours defined in the preceding paragraph.

### Temporary employees

A temporary employee shall be laid off when staff is reduced or a special project is interrupted. At the end of the special project, the board shall terminate the employee's employment. If need be, the name of the employee shall be registered or reregistered on the priority of employment list of the class of employment concerned under the terms and conditions specified. A laid-off employee shall be recalled, as a priority, for the special project for a twenty-four (24)-month period from the beginning of the project. In addition, when the layoff is for an anticipated period of three (3) months or less, the employee shall be covered by the life and health insurance plans provided that he pay his share of the annual premium according to the terms and conditions to be determined by the local parties.

#### 4) Workweek

A workweek is from Monday to Sunday. However, a workweek cannot exceed thirty-five (35) hours for technical and paratechnical support positions and administrative support positions or thirty-eight hours and forty-five minutes (38 h 45) for labour support positions and includes two (2) consecutive days off.

#### 5) Overtime

Article 8-3.00 of the agreement applies by making the following changes:

Clause 8-3.01 is replaced by the following:

- "Hours worked by an employee at the specific request of his immediate superior in addition to the thirty-five (35) hours of his regular workweek or, where applicable, in addition to the thirty-eight hours and forty-five minutes (38 h 45) of his regular workweek".

Paragraph a) of clause 8-3.06 is replaced by the following:

- "at the basic hourly rate increased by one half (150%) for all hours worked in addition to the thirty-five (35) hours of his workweek or, where applicable, in addition to the thirty-eight hours and forty-five minutes (38 h 45) of his workweek".

Paragraph c) of clause 8-3.06 is replaced by the following:

- "at double his hourly rate (200%) for all hours worked during the second weekly day off".

#### 6) Working conditions applicable to regular employees assigned to a special project only

In addition to the provisions of subparagraphs 1) to 5) of paragraph d) of clause 2-1.01, a regular employee, mentioned in subparagraphs a), b), c) and d) of clause 7-1.23, assigned to a special project, shall maintain his status and inherent working conditions except articles 8-2.00 and 8-3.00.

#### 7) Working conditions applicable only to temporary employees mentioned in paragraph c) of clause 1-2.21 and employees covered by Chapter 10-0.00 assigned to a special project

In addition to the provisions of subparagraphs 1) to 5) of paragraph d) of clause 2-1.01, an employee benefits from the following:

1-1.00	Objective of the Agreement
1-2.00	Relevant definitions
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Sexual Harassment
1-5.00	Psychological Harassment
2-2.00	Recognition
3-1.00	Posting
3-2.00	Union Meetings and Use of Board Premises for Union Purposes



3-3.00	Documentation
3-4.00	Union System
3-5.00	Union Representation
3-6.00	Leaves for union activities (except long-term leaves for union activities and participation in provincial committees) provided that, in the context of clause 3-6.09, the employee resumes, upon his return, the duties he performed, if they still exist
3-7.00	Union Dues
4-1.00	Labour Relations Committee
4-2.00	Committees Provided for Under the Education Act (R.S.Q., c. I-13.3)
5-1.00	Special Leaves
5-2.00	Paid Legal Holidays
5-3.00	Life, Health and Salary Insurance Plans
5-4.00	Parental rights for the prescribed period of employment excluding the leave of absence without salary or part-time leave of absence without salary to extend a maternity leave, a paternity leave or an adoption leave mentioned in paragraph a) of clause 5-4.42
5-5.00	Participation in Public Affairs
5-6.00	Vacation (at the local parties' choice): 8% allowance or application of article 5-6.00 in its entirety
5-7.00	Training and Professional Improvement
5-8.00	Civil Responsibility
5-9.00	Work Accidents and Occupational Diseases except for clauses 5-9.12 to 5-9.18. However, the employee shall resume, upon his return, the duties he performed upon his departure, if they still exist
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Travel Expenses
6-5.00	Premiums
6-6.00	Loan and Rental of Rooms or Halls
6-7.00	Payment of Salary
7-1.19 e) and h)	Procedure for filling a permanently vacant or newly created position
8-1.00	Duration of employment
8-2.06	Rest Period
8-4.00	Disciplinary Measures (this article applies to a temporary employee after a period of sixty (60) days actually worked)
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
8-7.00	Technological Changes
8-8.00	Software Changes
9-1.00	Procedure for Settling Grievances
9-2.00	Arbitration
9-3.00	Grievances and arbitration dealing with matters which could be the subject of a local arrangement only
9-4.00	Disagreement
11-1.00	Contributions to a Savings Institution or Credit Union
11-2.00	Contributions to the Fonds de solidarité des travailleurs du Québec
11-3.00	Local Arrangements
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-6.00	Reprisals and Discrimination
11-7.00	Relevant Appendices
11-8.00	Printing of the Agreement

**e) Employees working exclusively within the framework of adult education or vocational education courses**

Employees shall benefit from the provisions of article 10-1.00 of the agreement only, unless otherwise provided.

**f) Student supervisors and cafeteria employees working 15 hours or less per week**

Employees shall benefit from the provisions of article 10-2.00 of the agreement only, unless otherwise provided.

**g) Employees working 15 hours or less**

A regular employee whose workweek is fifteen (15) hours or less shall be covered by the provisions of the agreement. The employee shall be entitled to the parental rights prescribed in article 5-4.00 under the applicable terms and conditions.

The salary rate of a regular employee and of a temporary employee covered by the provisions of subparagraph 2) of paragraph b) of clause 2-1.01 whose workweek is fifteen (15) hours or less shall be increased by eleven percent (11%) in lieu of the fringe benefits prescribed in articles 5-1.00, 5-2.00 and 5-3.00 and eight percent (8%) in lieu of the vacation prescribed in article 5-6.00.

This provision applies to a regular employee after he obtains a position under the security of employment provisions of article 7-3.00 until the security of employment provisions are applied the following year. However, the employee shall no longer be covered by that provision in the following situations:

- 1) when, following the application of clause 7-1.19, he obtains a new position in which the regular workweek is over fifteen (15) hours;
- 2) when, following the application of clause 7-1.23, he obtains a promotion, a temporarily vacant position of a predetermined duration corresponding to the school year or longer, including more than fifteen (15) hours per week for the duration of the temporary assignment.

The workweek of a day care employee which is fifteen (15) hours or less shall be determined by taking into account the hours worked during the first complete workweek following October 15 or based on the hours assigned when a new employee is hired after October 15 of the fiscal year. This provision applies for a period of twelve (12) consecutive months. Notwithstanding the foregoing, the provincial negotiating parties may agree on another date and another reference period.

**2-1.02**

A person who receives a salary from the board and to whom the agreement does not apply shall not normally perform the work of an employee governed by the agreement.

The use of the services of volunteers or trainees must not entail the layoff, placement in surplus, demotion, reduction in the working hours or abolition of a regular employee's position.

The board shall inform the union of the duration of the training periods organized in the workplace. An employee may, on a voluntary basis, participate in the planning of the training periods and in the evaluation of the trainees concerned.

**2-2.00 RECOGNITION****2-2.01**

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

**2-2.02**

The board and the union recognize the provincial negotiating parties' right to deal with issues relating to the interpretation and application of the agreement.

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

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

**2-2.03**

Following the coming into force of the agreement, any individual agreement between an employee and the board regarding working conditions different from those prescribed in the agreement must receive the union's approval in writing in order to be valid.

**2-2.04**

The provincial negotiating parties agree to meet in order to discuss any issue relating to the employees' working conditions and to adopt the appropriate solutions. Any solution accepted in writing by the provincial negotiating parties may subtract from, add to or alter any provision of the agreement. These provisions must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code.

**CHAPTER 3-0.00 UNION PREROGATIVES****3-1.00 POSTING****3-1.01**

The board shall place bulletin boards at the disposal of the unions, in prominent places in its buildings, usually those or near those used by the board for its own documents or near the employees' entrance and exit areas.

**3-1.02**

The union may use these bulletin boards to post a notice of a meeting or any other document issued by the union provided that it is signed by a union representative and that a true copy is given to the person designated by the board.

**3-1.03**

A board that has an Internet site shall post available positions on the site.

**3-2.00 UNION MEETINGS AND USE OF BOARD PREMISES FOR UNION PURPOSES****3-2.01**

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

However, following a written request of the union and after having obtained permission from the board, a union meeting may be held during the employees' regular working hours without loss of salary.

**3-2.02**

With the agreement of the board or its designated representative, an employee who must usually work during a meeting of his union may be absent from work to attend the meeting provided that he make up the hours during which he was absent in addition to the number of hours of his regular workweek or regular workday or outside the hours prescribed in his work schedule. An employee shall not be entitled to any additional remuneration on this account.

**3-2.03**

At the union's written request, the board shall provide free of charge, if available, a suitable room in one of its buildings for the union meetings of the members of the bargaining unit. The board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the room used is left in the condition in which it was found.

**3-2.04**

The board which already provides a room for the union secretariat at no cost to the union shall continue to do so. If the use of such a room is withdrawn, the board shall provide another room under the same conditions.

In other cases, the board shall provide a room, if available, for the union secretariat at no cost to the union within thirty (30) days of the date of the coming into force of the agreement.

If the use of such a room must be withdrawn, the board shall notify the union within a reasonable time period and the parties shall meet in order to discuss the terms and conditions for replacing the room by another room, if available.

If the board cannot provide an available room within thirty (30) days of the date of the coming into force of the agreement, the parties shall meet to assess the situation.

**3-3.00 DOCUMENTATION****3-3.01**

In addition to the documentation that must be provided according to the other provisions of the agreement, the board and the union shall provide the documentation mentioned in this article.

**3-3.02**

No later than November 30 of each year, the board shall provide the union with a computer file<sup>1</sup> containing the complete list of employees to whom the agreement applies and indicating for each: his surname and given name, status (probationary, tenured regular, regular, temporary), the position held, whether the position held is on a full-time or part-time basis, the class of employment, salary and premiums, if any, the department or school to which he is assigned, date of birth, home address, telephone number and identification number, the foregoing as brought to the board's attention as well as any other information previously provided. The board shall continue to provide the list of employees' names in alphabetical order if it was doing so prior to the date of the coming into force of the agreement.

**3-3.03**

The board shall provide the following information monthly in a computer file:

- a) the names of new employees, the date on which they were hired and the information stipulated in clause 3-3.02 as well as the duration of employment of all temporary employees during the preceding month;
- b) the names of employees who left the employment of the board and the date of termination of employment;
- c) the names of employees who changed positions, the title of the new position, the salary and the date on which this change took place;
- d) the changes of address and telephone number of employees as brought to its attention;
- e) the information mentioned in clause 7-1.20 for all employees in surplus who were reassigned to a vacant position during the preceding month, for all employees who benefited from a right to return to a vacant position during the preceding month and for all employees who were reclassified during the preceding month;
- f) the names of employees whose status changed (regular, tenured regular, temporary) and, if need be, who changed position (full-time or part-time);
- g) any other information agreed to between the board and the union.

**3-3.04**

At the same time, the board shall forward to the union a copy of all the directives sent to an employee, a group of employees or to all the employees to whom the agreement applies.

**3-3.05**

The board shall forward the union a copy of all regulations or resolutions, within fifteen (15) days of their adoption, concerning an employee, a group of employees or all the employees to whom the agreement applies.

Upon the union's request, the board shall forward to the latter a copy of any other public document from the board concerning support staff.

The board must consult the union within a reasonable time limit concerning any policy or regulation concerning support staff.

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<sup>1</sup> Files in which the data can be processed

The board shall notify the union of the draft school calendar.

### **3-3.06**

The union shall provide the board with the names of its representatives, their job titles, the name of the committee on which they sit within fifteen (15) days of their appointment, if applicable, and shall advise the board of any change.

### **3-3.07**

The board shall forward to the union the names of the employees who obtained a leave of absence without salary of more than one month or a leave mentioned in article 5-4.00 and shall indicate the anticipated duration of the absence. The union shall be notified of any extension.

The board shall also forward to the union the names of the employees on disability leave for one month or more, and the names of the employees who suffered a work accident or employment injury.

### **3-3.08**

The union may use the internal mail service to send union or professional documents to its members according to the procedures in effect at the board.

## **3-4.00 UNION SYSTEM**

### **3-4.01**

The employees who are members of the union on the date of the coming into force of the agreement and those who become members thereafter, must so remain, subject to the provisions of clause 3-4.03.

### **3-4.02**

An employee who is hired after the coming into force of the agreement must become a member of the union, subject to the provisions of clause 3-4.03.

### **3-4.03**

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

### **3-4.04**

For the purposes of applying this article, the board shall give an application form for membership in the union to the employee who is hired after the coming into force of the agreement in accordance with the aforementioned union system provisions. The employee hired after the coming into force of the agreement shall complete and return the form to the union through the board. The union shall provide the board with membership application forms.

Upon hiring a regular employee or a new employee covered by Chapter 10-0.00, the board shall provide the employee with a copy of the collective agreement and any other document normally remitted at the time of hiring.

**3-5.00 UNION REPRESENTATION****Union delegate****3-5.01**

The union may appoint one employee per work institution as a union delegate whose duties shall consist in meeting with any employee of the said institution who has a problem regarding his working conditions which may give rise to a grievance.

In keeping with the preceding provisions, the board shall authorize the employee and the union delegate to temporarily interrupt their work for a valid reason without loss of salary or reimbursement.

However, if, in the same institution, there are three (3) or fewer than three (3) employees in a bargaining unit, the union may appoint a delegate for a group of employees included in its jurisdiction, which must not exceed a 3.2-kilometre radius.

If the union delegate is unable to act or is absent, the union representative may take his place.

**Union representative****3-5.02**

The union may appoint, on behalf of all employees who are members of the union, a maximum of three (3) union representatives who are board employees, whose duties consist in assisting an employee once a grievance has been formulated to obtain, where applicable, the information necessary for the meeting mentioned in paragraph a) of clause 9-1.03.

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

A union representative may also be absent from work without loss of salary or reimbursement if he is required to meet with the employee and a board representative in order to see to the application of the provisions of clause 9-1.01 after having informed his immediate superior of the name of the representative with whom he is to meet.

The union representative shall be one of the members of the grievance committee mentioned in clause 9-1.03. The members of the committee may be accompanied by a union advisor to the meeting mentioned in subparagraph a) of clause 9-1.03.

**3-5.03**

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

**3-5.04**

The union advisor may participate in the joint committees provided for in the agreement.

The competent authority of the institution must be advised of all visits to the institution by the union advisor beforehand within a reasonable time period.

**3-6.00 LEAVES FOR UNION ACTIVITIES****Section I Leaves of absence without loss of salary or reimbursement by the union****3-6.01**

Any union representative appointed to a joint committee provided for in the agreement may be absent from his work without loss of salary or reimbursement in order to attend the committee's meetings or to carry out work required by the parties on the committee.

**3-6.02**

Any union representative appointed to a joint committee not provided for in the agreement but the establishment of which is accepted by the board and the union or by the provincial negotiating parties may be absent from work without loss of salary or reimbursement in order to attend the committee's meetings or to carry out work required by the parties on the committee.

**3-6.03**

The expenses incurred by the union representative appointed to a joint committee shall be reimbursed by the party he represents, unless otherwise provided. Thereby, he shall not be entitled to any additional remuneration.

**3-6.04**

The union representative must give his immediate superior a two (2)-working day advance notice informing him of the name of the committee on which he is requested to sit and of the anticipated duration of the meeting.

**3-6.05**

Any union representative may be absent from work without loss of salary for the purpose of the meeting between the board and the union within the framework of clause 9-1.03 of the agreement.

**3-6.06**

The plaintiff and the union representative shall be released from their work without loss of salary to attend arbitration sessions. Witnesses shall be released from their work without loss of salary for the time deemed necessary by the arbitrator. In the case of a collective grievance, only one plaintiff shall be released without loss of salary.

**3-6.07**

When, at the request of the board or the competent authority mandated by it or with its specific approval, a meeting involving employees is held during working hours, the employees may attend the meeting without loss of salary for the duration of the meeting.

**Section II Leaves of absence without loss of salary not deductible from the number of days allowed but with reimbursement by the union****3-6.08**

At the union's written request sent at least ten (10) working days in advance, the board shall release an employee for full-time union activities for an uninterrupted period varying from one (1) to twelve (12) months, renewable according to the same procedure.



**3-6.09**

The union must notify the board at least ten (10) working days before an employee's return to work and the latter shall resume the position he held upon his departure, unless the position was abolished during his absence or the employee concerned was displaced as a result of the application of the provisions of article 7-3.00.

**3-6.10**

The employee released under clause 3-6.08 shall maintain his salary and fringe benefits as well as the rights and privileges conferred on him by the agreement and shall accumulate experience.

**3-6.11**

In the case of absences granted under clause 3-6.08, the union shall reimburse the board, on a quarterly basis, any amount paid to the employee as well as any amount paid by the board for and on behalf of the employee concerned within thirty (30) days after the union receives a statement to this effect. The statement shall also include the vacation days accumulated by the employee on union leave.

**Section III Leaves of absence without loss of salary deductible from the number of days allowed but with reimbursement by the union****3-6.12**

At the union's written request sent at least two (2) working days before the date of the beginning of the absence, the board shall release an employee for internal union activities. Permission must not be refused without a valid reason but may be refused if the employee has already had forty (40) working days for the year. In this case, the board shall grant one day of absence weekly if the needs of the department so allow.

**3-6.13**

At the union's written request sent at least two (2) working days before their absence, the board shall release the official delegates designated by the union to attend various meetings called by their organizations.

These releases shall not be deductible from the number of authorized days prescribed in clause 3-6.12.

**3-6.14**

The employee released under the provisions of clauses 3-6.12 and 3-6.13 shall maintain his salary (including the applicable premiums), the fringe benefits as well as the rights and privileges conferred on him by the agreement and shall accumulate experience.

**3-6.15**

In the case of absences granted under clauses 3-6.12 and 3-6.13, the union shall reimburse the board, on a quarterly basis, every amount paid to the employee as salary (including the applicable premiums, if any) within thirty (30) days after the union receives a statement to this effect.

**3-7.00 UNION DUES****3-7.01**

An amount equal to the dues established by union regulation or resolution shall be deducted from each employee's pay at each pay period. In the case of an employee hired after the date of the coming into force of the agreement, the board shall deduct the said dues as well as the membership fee as of the first pay period.

**3-7.02**

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

**3-7.03**

Each month, the board shall transfer to the union the dues collected during the preceding month as well as a computer file<sup>1</sup> containing the contributing employees' names and the amount paid by each. In the case where the union dues consist of a percentage of an employee's earnings, the board shall provide, in the computer file, the cumulative earnings on which the union dues are based for the employee concerned. In addition, the board and the union may agree that additional information pertaining to the remittance of union dues be included and conveyed to the union in a different manner on the condition that it does not oblige the board to modify its data processing program. If a board provides the list of names in alphabetical order and/or returns the dues more frequently, it shall continue to do so. The list shall also include the name of the bargaining unit, the period covered, the actual regular salary from which the dues were deducted, the overtime rate from which the dues were deducted and the identification number.

**3-7.04**

The union shall assume the case of the board and shall indemnify it against any claim that could be made by one or more employees regarding the amounts deducted from their pay under this article.

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<sup>1</sup> Files in which the data can be processed

**CHAPTER 4-0.00 LABOUR RELATIONS COMMITTEE AND COMMITTEES PROVIDED FOR UNDER THE EDUCATION ACT****4-1.00 LABOUR RELATIONS COMMITTEE****4-1.01**

Within thirty (30) days of the written request of the board or union, the parties shall set up a parity committee called the "Labour Relations Committee".

**4-1.02**

The committee shall be composed of, at most, three (3) union representatives and three (3) board representatives. If necessary, it may call upon another employee to discuss a specific topic.

**4-1.03**

The committee shall determine its own rules of procedure and shall establish the frequency of its meetings; at the request of one of the parties, the committee must meet within a reasonable period of time.

**4-1.04**

The committee's mandate shall be to study and discuss any matter, problem or dispute other than a grievance between the board, on the one hand, and its employees and the union, on the other hand, and to find appropriate solutions.

**4-2.00 COMMITTEES PROVIDED FOR UNDER THE EDUCATION ACT****4-2.01**

An employee called upon to participate in a committee provided for under the Education Act (R.S.Q., c. I-13.3) may be absent from work without loss of salary in order to take part in these meetings after having informed his immediate superior.

**Section I Governing board****4-2.02**

During the month of September each year, the principal shall convene the members of the support staff, in accordance with the provisions of the Education Act (R.S.Q., c. I-13.3), to elect their representatives. A copy of the notice of meeting shall be sent to the union.

**4-2.03**

Every two (2) years, the centre director shall convene the members of the support staff, in accordance with the provisions of the Education Act (R.S.Q., c. I-13.3), to elect their representatives. A copy of the notice of meeting shall be sent to the union.

**4-2.04**

The board and the union may agree on additional terms and conditions for electing representatives to the governing boards.

**4-2.05**

Once the representatives of the support staff are elected to the governing boards, the board shall inform the union of the persons elected.

**Section II    Advisory committee on services for handicapped students and students with social maladjustments or learning disabilities****4-2.06**

The union shall designate, from among the employees concerned, a representative on the advisory committee on services for handicapped students and students with social maladjustments or learning disabilities prescribed in the Education Act (R.S.Q., c. I-13.3).

**4-2.07**

Once the representative has been designated, the union shall inform the board of the representative's name.

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

The board shall permit an employee to be absent from work without loss of salary on the following occasions:

- a) his marriage or civil union: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding or civil union;
- b) the marriage or civil union of his father, mother, son, daughter, brother, sister: the day of the event;
- c) the death of his spouse, of his child, his spouse's child living with the employee: a maximum of seven (7) consecutive days, working days or not, including the day of the funeral;
- d) the death of his father, mother, brother, sister: a maximum of five (5) consecutive days, working days or not, including the day of the funeral;
- e) the death of his father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter, grandson, spouse's child who lived with him: a maximum of three (3) consecutive days, working days or not, including the day of the funeral;
- f) the death of his or her former spouse: the day of the funeral, if a child was born from the union and is still a minor and he or she attends the funeral;
- g) the change of domicile: the moving day; however, an employee shall not be entitled to more than one day off per year for this purpose;
- h) a maximum of three (3) working days per year to cover any other event considered as an act of God (disaster, fire or flood) which obliges an employee to be absent from work or any other reason which obliges the employee to be absent from work and on which the board and the union agree within one hundred and twenty (120) days of the date of the coming into force of the agreement to grant permission for absence without loss of salary. This agreement between the union and the board constitutes a local arrangement within the meaning of article 11-3.00. Any agreement concluded under subparagraph g) of clause 5-1.01 of the former collective agreement shall be maintained, unless there is an agreement to the contrary.

**5-1.02**

The employee shall only be permitted to be absent, without loss of salary, in the cases mentioned in subparagraphs c), d) and e) of clause 5-1.01, if he attends the funeral of the deceased; if he attends and if the funeral takes place at a distance of more than two hundred and forty (240) kilometres from the employee's domicile, the latter shall be entitled to an additional day or to two (2) additional days if he attends the funeral and, if the funeral takes place at a distance of more than four hundred and eighty (480) kilometres from his domicile.

If the employee cannot avail himself of the provisions of subparagraphs c), d) and e) of clause 5-1.01 due to the fact that he cannot attend the funeral of the deceased, he may be absent for the day without loss of salary to attend a commemorative service held in lieu of the funeral.

In the cases mentioned in subparagraphs c), d) and e) of clause 5-1.01, where there is cremation or interment, the employee may avail himself of the following option:

- subparagraph c) six (6) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend any funeral service following the funeral;
- subparagraph d) four (4) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend any funeral service following the funeral;

subparagraph e) two (2) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend any funeral service following the funeral.

#### **5-1.03**

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

#### **5-1.04**

The employee who is called to act as a juror or a witness in a case where he is not a party shall benefit from a leave of absence without loss of salary. However, he must give the board, when he receives it, the monetary compensation paid to him for services as a juror or a witness.

#### **5-1.05**

Furthermore, the board shall, when requested, allow an employee to be absent without loss of salary during the time when:

- a) the employee sits for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- b) the employee, by order of the Department of Public Health, is placed in quarantine in his dwelling as a result of a contagious disease affecting a person living in the same dwelling;
- c) the employee, at the specific request of the board, undergoes a medical examination in addition to that required by law.

#### **5-1.06**

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

### **Inclement weather**

#### **5-1.07**

Within forty-five (45) days of the date of the coming into force of the agreement, the board must establish, after consulting the union, a written policy applicable to all categories of personnel (teaching, professional, support) concerning the closing of institutions during inclement weather.

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

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

The board may decide that the written policies concerning the closing of schools during snowstorms remain in force as long as they comply with this clause and are applicable to inclement weather.

The board may not reduce the benefits resulting from the policy concerning inclement weather without the consent of the union.

### **5-2.00 PAID LEGAL HOLIDAYS**

#### **5-2.01**

Employees shall be entitled to thirteen (13) guaranteed paid legal holidays during each fiscal year.

Employees in a part-time position shall be entitled to these paid legal holidays in proportion to their regular workweek as compared to the duration of the regular workweek. The board and the union shall agree on the terms and conditions for the application of this paragraph.

**5-2.02**

The holidays are listed hereinafter. However, before July 1 of every year, with the agreement of the union or the group of unions concerned (support staff), the distribution of these paid legal holidays may be modified.

- New Year's Day
- January 2
- Good Friday
- Easter Monday
- Journée nationale des patriotes
- Fête nationale
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve

**5-2.03**

If a paid legal holiday falls on a Saturday or Sunday, the day off shall be rescheduled, after agreement, for a day that is suitable to the board and the union.

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

**5-2.04**

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

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

**5-2.05**

If the former collective agreement or a regulation or resolution of the board in effect in 1975-1976 provided for a paid legal holiday plan the application of which for any of the fiscal years of the agreement would have allowed a number of paid legal holidays greater than that prescribed annually in the first paragraph of clause 5-2.01, the number of paid legal holidays prescribed in the first paragraph of clause 5-2.01 shall be increased for all the employees covered by the agreement to whom the provisions of clause 5-2.01 apply, for the year concerned, by taking the difference between the number of paid legal holidays obtained as a result of the application of the former plan for the year concerned and that prescribed in the first paragraph of clause 5-2.01.

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

**5-2.06**

If a paid legal holiday falls during an employee's period of disability, he shall be entitled, in addition to his disability benefit, to the difference between his full salary and the benefit for the paid legal holiday.

**5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS****Section I General provisions****5-3.01**

The following shall be eligible to participate in the life, health and salary insurance plans as of the date specified until the date of the beginning of his retirement or up to sixty-five (65) years of age in the case of the application of subparagraph 4) of paragraph a) of clause 5-3.31:

- a) any employee who holds a full-time position<sup>1</sup> as of the coming into force of the plans described hereinafter, if he is in the employ of the board on that date, if not, as of his entry into service;
- b) any employee who holds a part-time position<sup>2</sup> as of the coming into force of the plans described hereinafter, if he is in the employ of the board on that date, if not, as of his entry into service. In this case, the board shall pay half of the contribution which would be payable for an employee as provided for in subparagraph a) above, the employee paying the remainder of the board's contribution in addition to his own contribution.

The employee temporarily assigned to a position not covered by the agreement shall continue to benefit during the temporary assignment from the insurance plans described in this article.

**5-3.02**

For the purposes of this article, the word "dependent" means the employee's spouse as defined in clause 1-2.07 as well as the dependent child defined as follows:

dependent child: a child living under the same roof for whom adoption procedures have been undertaken, a child of an employee, of his spouse or of both, unmarried or not bound by civil union and living or domiciled in Canada, who is relying on the employee for his financial support and is under eighteen (18) years of age; every such child 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 prior to reaching his 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.

**Definition of disability****5-3.03****a) Disability of 104 weeks or less**

The word "disability" means any state of incapacity resulting from an illness, an accident excluding an employment injury which requires medical attention as well as a surgical procedure directly related to family planning, such incapacity causing the employee to be totally unable to perform the usual duties of his position or of any other similar position calling for comparable remuneration which may be offered to him by the board.

**b) Disability of more than 104 weeks**

The definition of "disability" in paragraph a) applies for an additional period of one hundred and four (104) weeks immediately following the period prescribed in paragraph a).

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<sup>1</sup> For the purpose of applying the provisions of this clause and in this case only, an employee who holds a full-time position is an employee who works seventy percent (70%) or more of the regular workweek prescribed in article 8-2.00.

<sup>2</sup> For the purpose of applying the provisions of this clause and in this case only, an employee who holds a part-time position is an employee who works less than seventy percent (70%) of the regular workweek prescribed in article 8-2.00.



At the end of that period, the word "disability" is defined as a state of incapacity causing the employee to be totally unable to perform any remunerative occupation which he is reasonably capable of performing given his education, training and experience.

#### **5-3.04**

During the first one hundred and four (104) weeks, "period of disability" means any continuous period of disability or any series of successive periods of disability separated by fewer than forty (40)<sup>1</sup> days of actual full-time work or availability for such full-time work, unless the employee establishes to the satisfaction of the board or its representative that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.

At the end of the one hundred and fourth (104<sup>th</sup>) week, "period of disability" means any continuous period of disability which may be interrupted by fewer than six (6) months of actual full-time work or availability for such full-time work, if it is the same disability.

#### **5-3.05**

Any period of disability resulting from self-inflicted illness or injury, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act or service in the armed forces shall not be recognized as a period of disability for the purposes of this article.

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

#### **5-3.06**

The life, health and salary insurance plans in force on December 15, 2005 shall so remain for the term of the agreement, subject to the changes ensuing from the application of the provisions of this article.

#### **5-3.07**

Any change to the health insurance plan or to the complementary plans shall come into force on the date set by the intersectorial parity committee.

#### **5-3.08**

As a counterpart to the board's contribution to the benefits prescribed 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.

### **Intersectorial parity committee**

#### **5-3.09**

The intersectorial parity committee in operation on December 15, 2005 shall be maintained for the term of the agreement. The committee shall be responsible for the establishment and application of the basic health insurance plan and the complementary plans.

The committee shall consist of a maximum of eight (8) employer-group representatives:

- three (3) representatives from the elementary and secondary education sector;
- two (2) representatives from the college sector;
- three (3) representatives from the health and social services sector;

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<sup>1</sup> Read "eight (8) days" instead of "forty (40) days" if the continuous period of disability which precedes his return to work is equal to or less than three (3) calendar months.

and a maximum of eight (8) representatives from the union group responsible for the collective agreements binding the unions affiliated with the QFL (SCFP, SEPB-Québec, SQEES-298 and UES-800).

#### **5-3.10**

The committee shall choose a chairman from outside its members no later than twenty (20) days after it is created; failing this, the chairman shall be chosen within the next twenty (20) days by the Chief Justice of the Labour Court. The chairman should preferably be an actuary living and domiciled in the province of Québec for at least three (3) years or, failing which, a person having equivalent qualifications.

#### **5-3.11**

The employer group and the union group shall be entitled to one vote each. The chairman shall be entitled to one vote to be used solely in the case of a tie vote. Subject to the other recourses of each of the parties, both parties shall specifically renounce any contestation before an arbitrator of any decision rendered by the committee or its chairman.

#### **5-3.12**

The intersectorial parity committee may establish a maximum of three (3) complementary plans the cost of which shall be borne entirely by the participants. The board shall nevertheless facilitate the setting up and implementation of the plans as provided for hereinafter especially by deducting the required contributions. Unless exempted under clause 5-3.28, participation in a complementary plan shall presume participation in the basic health insurance plan but a certain amount of life insurance may nevertheless be maintained for retired employees.

#### **5-3.13**

The intersectorial parity committee can only establish complementary plans regarding life, health and dental care insurance.

A complementary plan cannot contain a combination of life and health insurance benefits.

Should the employer group and the union group agree to establish a group insurance plan with benefits similar to those contained in one of the existing plans, the corresponding complementary plan shall therefore be abolished and the number of plans allowed shall be reduced accordingly.

#### **5-3.14**

The committee shall determine the provisions of the basic health insurance plan and of the complementary plans and, if applicable, draw up a schedule of conditions and obtain one or more group insurance policies covering all the participants in the plans. To this end, the committee may request bids from all insurance companies with head offices located in the province of Québec or according to any other method that it determines. The policy must contain a specific provision with regard to the premium reduction which should be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the basic health insurance plan.

#### **5-3.15**

The committee must carry out a comparative analysis of all bids received, if need be, and after making its choice, provide each party with a report on the analysis and a statement giving reasons for its choice. The insurer selected may be a single insurer or a group of insurers acting as a single insurer.

The schedule of conditions must stipulate that the committee may obtain from the insurer a detailed statement of all operations carried out under the policy, various statistics and any information which may be required to test the accuracy of the retention calculation.

The committee must also be in a position to obtain from the insurer, at a reasonable cost included in the retention formula, any additional useful and relevant statistics which may be requested by a party. The committee shall provide each party with a copy of the information thus obtained.

**5-3.16**

Furthermore, if an insurer selected by the committee should at any time modify the basis of the retention calculation, the committee may select a new insurer. If the insurer should cease to comply with the schedule of conditions or should substantially alter its rates or the basis of the retention calculation, the committee shall be required to select a new insurer. Any change is considered substantial if it modifies the selected insurer's position in relation to the bids submitted by any other insurer.

**5-3.17**

Every policy must be jointly issued on behalf of the parties constituting the committee and include, among others, the following stipulations:

- a) 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 once every twelve (12) months thereafter;
- b) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed annually by the insurer as dividends or rebates, after deduction of the agreed amount according to the predetermined retention formula allowing for contingency, administration, reserves, taxes and profit;
- c) the premium for a period must be computed in accordance with the rate applying to the participant on the first day of the period;
- d) no premium shall be payable for a period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a period during which the employee's participation terminates.

All premiums payable by the employee under this article shall be deducted from the employee's pay.

**5-3.18**

The intersectorial parity committee shall entrust the employer group with the carrying out of the operations required for the implementation and the application of the basic health insurance plan and of the complementary plans; this work shall be carried out according to the committee's instructions.

The employer group may be reimbursed for the costs incurred as provided for hereinafter.

**5-3.19**

Dividends or rebates to be paid as a result of favourable experience with the plans shall constitute funds entrusted to the management of the committee. Fees, including those of the committee chairman, expenses or disbursements incurred for the implementation and application of the plans constitute primary liens against these funds, it being specified that the reimbursable expenses shall not include the board's regular operating expenses. The balance of a plan's funds shall be used by the parity committee to grant a waiver of premiums for a period, to meet the increases in the rates of premiums or to improve existing plans.

**5-3.20**

The members of the intersectorial parity committee may not be reimbursed for any expenses or receive any remuneration for their services on this committee but their employer shall, however, pay their salaries.

**Local parity committee****5-3.21**

Within sixty (60) days of the coming into force of the agreement, the board and the union shall set up a local parity committee to study the file of any employee who has been on disability leave for more than six (6) months. It must, in particular, ensure the forwarding to the insurer of information required by it from the board and the employee as of the eighteenth (18<sup>th</sup>) month of disability.

If the employee's disability has consolidated, the committee may modify the employee's position to make it more suitable to his condition.

In the case where the position cannot be modified, the employee shall have priority in filling any vacant position with the agreement of the committee. The committee may also decide to modify the vacant position to make it more suitable to the employee's condition.

The committee's decision shall be executory and shall bind the employee.

For the purpose of applying the provisions of this clause, the employee's salary shall be revised, where applicable, to correspond to the position he occupies.

Notwithstanding the provisions of articles 7-1.00 and 7-3.00, any decision made under this clause shall prevail.

As of the date of his assignment, the employee shall no longer be considered disabled within the meaning of "disability" contained in the agreement.

**Section II Standard life insurance plan****5-3.22**

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

**5-3.23**

The provisions of clause .26 of Appendix "C" of the 1971-1975 collective agreement shall continue to apply for the term of the agreement to the employees who benefited from these provisions on the date of the coming into force of the agreement.

**Section III Basic health insurance plan****5-3.24**

The basic plan shall cover under the terms set down by the intersectorial parity committee all drugs sold by a licensed pharmacist or a duly authorized physician as prescribed by a physician or a dentist as well as, at the option of the parity committee, ambulance service, hospitalization or medical expenses not otherwise recoverable when the insured employee is temporarily outside of Canada and his condition requires hospitalization outside of Canada, the cost of purchasing an artificial limb due to a loss sustained while a participant or other supplies or services prescribed by the attending physician and required for the treatment of an illness.

**5-3.25**

The board's contribution to the basic health insurance plan on behalf of each employee shall be limited to the lesser of:

- a) in the case of a participant insured for himself and his dependents:

on April 1, 2006: seventy-eight dollars (\$78) per year and applicable taxes, if any;

on April 1, 2007: ninety dollars (\$90) per year and applicable taxes, if any;

on April 1, 2008: ninety-nine dollars (\$99) per year and applicable taxes, if any;

on April 1, 2009: one hundred and three dollars and ninety-five cents (\$103.95) per year and applicable taxes, if any;

b) in the case of an individual insured participant:

on April 1, 2006: thirty-one dollars and twenty cents (\$31.20) per year and applicable taxes, if any;

on April 1, 2007: thirty-six dollars (\$36) per year and applicable taxes, if any;

on April 1, 2008: thirty-nine dollars and sixty cents (\$39.60) per year and applicable taxes, if any;

on April 1, 2009: forty-one dollars and sixty cents (\$41.60) per year and applicable taxes, if any;

c) an amount equal to twice the contribution paid by the participant himself for the benefits under the basic plan.

#### **5-3.26**

In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts indicated in subparagraphs a) and b) of clause 5-3.25 shall be reduced by two thirds (2/3) of the yearly costs of the drug insurance benefits included in the basic health insurance plan. The balance of the premiums of the basic health insurance plan not required may be used until the expiry of the agreement as an employer's contribution to the complementary plans provided for above on the condition that the board may not be called upon to pay an amount greater than that paid by the participant himself.

It is understood that the complementary plans in existence on the date of the extension may be modified accordingly and that, when necessary, new complementary plans may be put into effect, subject to the maximum prescribed in clause 5-3.12, including or not the balance of the benefits under the basic plan.

#### **5-3.27**

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

#### **5-3.28**

Participation in the basic health insurance plan shall be compulsory but any employee may, by giving prior written notice to his board, refuse or cease to participate in the health insurance plan provided he establishes that he and his dependents are insured under a group insurance plan affording similar benefits as dependents within the meaning of clause 5-3.02. In no case may the provisions of this clause require an employee to subscribe to two (2) different plans affording similar benefits; it shall be up to the employee to establish it with his board.

#### **5-3.29**

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

a) he must establish to the satisfaction of the insurer that:

1) he was previously covered as a dependent within the meaning of clause 5-3.02 or otherwise under the current group insurance plan or of any other plan offering similar protection;

2) that it is no longer possible for him to continue to be covered;

- 3) that his application is filed within thirty (30) days of the termination of his coverage;
- b) subject to paragraph a) above, coverage shall be effective as of the first day of the period during which the application is received by the insurer;
- c) in the case of any person not insured under the current group insurance plan prior to applying for benefits thereunder, the insurer shall not be responsible for the payment of benefits which could be payable by a previous insurer under an extension or conversion clause or for any other reason.

#### 5-3.30

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

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

### Section IV Salary insurance plan

#### 5-3.31

- a) Subject to the provisions herein, every employee shall be entitled, for every period of disability during which he is absent from work, to:
  - 1) up to the lesser of the number of sick-leave days accumulated to his credit or of seven (7) working days: the payment of a benefit equal to the salary he would have received had he been at work;
  - 2) upon termination of the payment of the benefit prescribed in subparagraph 1), if applicable, but in no event before the expiry of a waiting period of seven (7) working days from the beginning of the period of disability and for a period of up to three (3) months from the expiry of the waiting period: the payment of a benefit equal to eighty percent (80%) of the salary he would have received had he been at work;
  - 3) upon the expiry of the abovementioned period of three (3) months up to twenty-four (24) months from the beginning of the disability period: the payment of a benefit equal to seventy percent (70%) of the salary he would have received had he been at work;
  - 4) upon the expiry of the abovementioned period of twenty-four (24) months, the employee becomes an insured person under the long-term salary insurance plan and shall be entitled to payment of a benefit equal to seventy percent (70%) of his salary until the age of sixty-five (65).

An insurer or a government agency shall pay the benefits prescribed in subparagraph 4) of paragraph a) of this clause and the premiums due under the long-term salary insurance plan shall not be payable by the employee, even if he is on a leave without salary or on a sabbatical leave with deferred salary, notwithstanding any provision to the contrary in the agreement.

For the purpose of calculating the benefit prescribed in subparagraphs 1), 2) and 3) of paragraph a) of this clause, the employee's salary shall be based on the salary he would be receiving if he were at work in accordance with the provisions of Chapter 6-0.00. At the end of the period prescribed in subparagraph 3) of paragraph a) of this clause, the salary applicable for the purpose of establishing the benefit prescribed in subparagraph 4) of paragraph a) of this clause is that prescribed in clause 1-2.32 of the agreement. The benefit shall be indexed, where applicable, on January 1 of each year according to the indexation rate determined under the Act respecting the Québec Pension Plan (R.S.Q., c. R-9) to a maximum of five percent (5%).

For the employee in a part-time position, the waiting period shall be calculated on the basis of his working days only without extending the maximum period of twenty-four (24) months of benefits.

In the case of an employee on disability leave who is laid off temporarily, the disability benefit to which he is entitled under the agreement and paid by the board shall no longer be payable as of his layoff.

Subsequently, in the case where the employee on disability leave is recalled, the whole under the provisions of the agreement, the disability benefit shall be reestablished, provided that he is entitled to it, on the date on which he is recalled under his right of recall.

If the employee remains on disability leave for part or all of the temporary layoff, such duration shall not be taken into account for the purposes of applying clause 5-3.31 a).

Exceptionally, if the employee is laid off temporarily and is not entitled to Employment Insurance due to disability, he may request his vacation pay.

- b) During a disability period, the board may authorize a regular employee, absent for at least twelve (12) weeks<sup>1</sup>, to return to work on a gradual basis. In this case:
- 1) The employee's request shall include a medical certificate from his physician attesting that he may return to work on a gradual basis.
  - 2) The board and the employee, accompanied, if he so desires, by his union delegate or representative, shall agree on the period of gradual return to work and its schedule; this period cannot exceed twelve (12) consecutive weeks.
  - 3) During this period, the employee is still considered on a disability leave, even if he is working.
  - 4) While at work, the employee must be able to perform all of his usual duties and functions.
  - 5) The period of gradual return to work must be immediately followed by a return to work for the duration of the employee's regular workweek.
  - 6) The preceding provisions shall not have the effect of extending the maximum number of weeks entitling him to salary insurance benefits.

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

If the employee is unable to return to work for the duration of his regular workweek, upon the expiry of the period initially set for the gradual return to work, the board and the employee may agree on another period of gradual return, while complying with the other conditions prescribed in this clause. Failing agreement, the employee shall definitely resume his work for the duration of his regular workweek or continue his disability period.

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<sup>1</sup> As an exception to this rule, the board and the employee may agree on a gradual return to work prior to the thirteenth (13<sup>th</sup>) week.

The disabled employee who is receiving salary insurance benefits on the date of the coming into force of the agreement may benefit from the provisions regarding the gradual return to work.

c) Reintegration into workplace

During a disability period, in order to foster the eventual reintegration of an employee into the workplace and, upon presentation of a medical certificate from his attending physician, the board and the employee may agree to be assigned temporarily to a class of employment compatible with his qualifications, experience and residual abilities.

During the assignment, the employee is deemed to be totally disabled. However, he shall receive, on the one hand, the salary for the class of employment concerned if it is higher than his own and, on the other hand, the salary insurance benefits calculated proportionately to the time not worked.

The assignment cannot last longer than twelve (12) weeks and must not have the effect of extending the total or partial benefit payment period beyond the one hundred and four (104) benefit payment weeks for the same disability.

The temporary assignment of the employee concerned shall be subject to union consultation.

### 5-3.32

As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) or, if applicable, in the Teachers Pension Plan (TPP) or the Civil Service Superannuation Plan (CSSP) and to avail himself of the insurance plans. However, he must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subparagraph 1) of paragraph a) of clause 5-3.31, he shall be entitled, during a maximum period of three (3) years, to a waiver of his contributions to his pension plan (RREGOP, TPP or CSSP) in compliance with tax legislation and without losing any rights. However, the waiver of contributions cannot have the effect of extending the current employment relationship prescribed in the agreement. Provisions relating to such a 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. Subject to the provisions of the agreement, payment of any benefits shall not be construed as conferring on the payee the status of an employee nor as increasing his rights as such, especially as regards the accumulation of sick-leave days.

### 5-3.33

Salary insurance benefits paid under clause 5-3.31 shall be reduced by the initial amount of any basic disability benefits paid to an employee under federal or provincial law with the exception of the Employment Insurance Act (1996, c. 23) regardless of subsequent increases in basic benefits resulting from indexation. Moreover, the salary insurance benefits payable under subparagraph 4) of paragraph a) of clause 5-3.31 shall be reduced by the initial amount, regardless of subsequent increases resulting from indexation clauses, pension annuities payable without actuarial reduction under the employee's pension plan.

When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the employee's gross taxable salary shall be determined 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 benefit received from the SAAQ and the difference shall be brought back to the employee's gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and the agreement.

The board shall deduct one tenth of a day from the bank of sick-leave days for each day used under subparagraph 1) of paragraph a) of clause 5-3.31 when the employee receives benefits from the SAAQ.



As of the sixty-first (61<sup>st</sup>) day from the beginning of a disability, the employee considered eligible for disability benefits under federal or provincial law with the exception of the Employment Insurance Act (1996, c. 23) must, at the board's written request, accompanied by the appropriate forms, make the request and accept any obligations arising therefrom. However, the reduction of the benefit prescribed in clause 5-3.31 shall only begin when the employee is recognized as being eligible and actually begins receiving such a benefit provided by law. If the benefit provided by law is given retroactively as of the first day of disability, the employee shall undertake to reimburse the board, where applicable, for the portion of the benefit prescribed in clause 5-3.31 as a result of the application of the first paragraph of this clause.

Every employee who receives disability benefits paid under federal or provincial law with the exception of the Employment Insurance Act (1996, c. 23) must, in order to be entitled to his salary insurance benefits under clause 5-3.31, inform the board of the amount of the weekly disability benefits that he receives. Furthermore, the employee must give his written authorization to the board so that the latter may obtain the necessary information from the organizations, in particular, the SAAQ or the Régie des rentes du Québec (RRQ) which administer the plan under which he receives disability benefits.

#### **5-3.34**

Payment of benefits shall terminate at the latest with the payment due for the last week of the month during which the employee actually begins his retirement. If need be, the amount of benefit payable shall be divided as follows: for each workday of disability during a regular workweek, one fifth of the amount of benefit payable for one complete week.

The preceding paragraph only applies for the period during which the employee receives the benefits under subparagraphs 1), 2) and 3) of paragraph a) of clause 5-3.31.

#### **5-3.35**

No benefit shall be payable during a strike or lockout except for a period of disability that began before and for which the employee has provided the board with a medical certificate.

#### **5-3.36**

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board provided that the employee submits the supporting documents mentioned in clause 5-3.37.

#### **5-3.37**

The board may require that the employee who is absent because of disability provide a written certificate for absences of less than four (4) days or a medical certificate attesting to the nature and duration of the disability.

However, the cost of the certificate shall be borne by the board if the employee is absent for less than four (4) days or if the board questions the duration of the absence that the employee indicated on the medical certificate and requires him to submit a new one.

The board may also require the employee concerned to undergo a medical examination in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him to travel more than fifty (50) kilometres from his usual place of work shall be borne by the board. The employee unable to report for a medical examination must so inform the board at least forty-eight (48) hours in advance by specifying the reason he was unable to report for the medical examination. Failing such a notice or in the case of an unjustified reason, the employee must assume the cost of the medical examination after the board forwards a bill to that effect.

In the case where an unforeseen event prevents an employee from advising the board within the time limit prescribed in the preceding paragraph, the cost of the medical examination shall be borne by the board.

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

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

#### **5-3.38**

If the payment of the benefits under subparagraph 1), 2) or 3) of paragraph a) of clause 5-3.31 is refused by reason of presumed nonexistence or termination of any disability, the employee may appeal the decision according to the provisions of Chapter 9-0.00.

As regards the benefits under subparagraph 4) of paragraph a) of clause 5-3.31, the provincial negotiating employer group intends to use a schedule of conditions or other means to include the following arbitration clause in the insurance contract:

"In the event that the payment of benefits is refused by the insurer, the physician selected by the insurer and the physician consulted by the insured person eligible for long-term salary insurance benefits shall meet in order to reach an agreement. Failing an agreement, the two (2) physicians shall agree on the choice of a third physician. Should they disagree on the choice of an arbitrator-physician, the latter shall be chosen by the representatives of the government and the Québec Federation of Labour (QFL). The decision of the arbitrator-physician shall be final, without appeal and shall bind the insured person and the insurer."

#### **5-3.39**

On July 1 of every year, the board shall credit each employee covered by this article with seven (7) working days of sick leave except for an employee's first year of service, in which case the credit shall be thirteen (13) days. The credit of six (6) additional days does not apply to an employee relocated under article 7-3.00.

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

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

The board shall have a period of fifteen (15) days as of June 30 in which to pay the balance of these seven (7) days.

#### **5-3.40**

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

However, the credit of six (6) additional nonredeemable days granted for the first year of service shall be granted regardless of the date on which the employee entered into service.

The sick-leave days used by an employee to cover his waiting period shall not be recoverable by the board even if the employee was disabled for a period which should entail the recovery of these credits of sick-leave days.

Notwithstanding the preceding provisions, the number of days credited under clause 5-3.39 shall not be reduced following a temporary layoff under article 7-2.00.

**5-3.41**

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

**5-3.42**

Employees on disability leave prior to the date on which the agreement is signed shall remain covered by the provisions of clauses 5-3.31 to 5-3.47 of the 2000-2002 collective agreement.

**5-3.43**

An employee who was entitled until June 30, 1973 or, as the case may be, until June 30, 1976 or, as the case may be, until the signing of the former collective agreement, to redeemable sick-leave days, shall retain the right to be reimbursed for the value of the redeemable days accumulated on one of the dates applicable to him in accordance with the provisions of the collective agreements formerly applicable or a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following that specific date.

The value shall be determined on the basis of the salary on July 1, 1973 or, as the case may be, June 30, 1976 or, as the case may be, on July 1, 1979 and shall bear interest at the rate of five percent (5%) compounded yearly as of one of the aforementioned dates applicable to him. 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 board regulation having the same effect.

**5-3.44**

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

The redeemable sick-leave days to an employee's credit under clause 5-3.43 may also be used at a rate of one day per day, for purposes other than those prescribed in this article when the former collective agreements allowed such use. Moreover, the redeemable sick-leave days to an employee's credit may also be used at a rate of one day per day for purposes other than illness, that is: in case of maternity (including extensions of maternity leave) or for extending the employee's disability leave upon termination of the benefits prescribed in subparagraph 3) of paragraph a) of clause 5-3.31 or for a preretirement leave. The employee may also use his nonredeemable sick-leave days to his credit, at a rate of one day per day, to extend his disability leave upon termination of the benefits prescribed in subparagraph 3) of paragraph a) of clause 5-3.31. In addition, these days may be used to extend a maternity leave. The days may also be used up to a maximum of ten (10) days to extend a paternity leave.

Redeemable sick-leave days under clause 5-3.43 as well as nonredeemable sick-leave days to the credit of an employee who has at least thirty (30) years of seniority may also be used at a rate of one day per day up to a maximum of ten (10) days per year to be added to the vacation period of the employee concerned. The provisions of this paragraph also apply to the employee who is fifty-five (55) years of age or over even if he does not have the required thirty (30) years of seniority.

Employees who retire or who obtain a preretirement leave after the age of sixty-two (62) may, before their departure, use in advance the number of days which they could have used under the preceding paragraph as a leave with salary, had they remained in the employ of the board until the age of sixty-five (65). The total number of anticipated days shall be limited to twenty (20).

Redeemable sick-leave days to the employee's credit on June 30, 1973, June 30, 1976 or on the date of the signing of the former collective agreement, as the case may be, shall be considered used on that date when used under this clause as well as under the other provisions of this article.

**5-3.45**

Sick-leave days to an employee's credit shall remain to his credit and the days used shall be deducted from the total accumulated. Sick-leave days shall be used in the following order:

- a) the redeemable days credited either under clause 5-3.39 of the former collective agreement or under clause 5-3.39 of the agreement;
- b) after having used up the days mentioned in the preceding paragraph, the other redeemable days to the employee's credit;
- c) after having used up the days in the preceding two paragraphs, the nonredeemable days to the employee's credit.

**5-3.46**

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

**5-3.47**

The tenured regular employee who is disabled upon the termination of the benefits under subparagraph 3) of paragraph a) of clause 5-3.31 and of clause 5-3.44 of the 2000-2002 collective agreement and who is laid off by the board shall benefit from the provisions of article 7-4.00.

**5-4.00 PARENTAL RIGHTS****Section I****General provisions****5-4.01**

Maternity leave or adoption leave allowances shall be paid only as a supplement to parental insurance benefits or Employment Insurance benefits, as the case may be, or, in the cases prescribed hereinafter, as payments during a period of absence caused by a pregnancy for which the Québec Parental Insurance Plan and the Employment Insurance Plan provide no benefit.

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

In the case where the employee shares the adoption or parental benefits prescribed by the Québec Parental Insurance Plan or the Employment Insurance Plan with his or her spouse, allowances shall be paid only if the employee actually receives a benefit under either one of the plans during the maternity leave prescribed in clause 5-4.06 or the adoption leave prescribed in clause 5-4.31.

**5-4.02**

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

**5-4.03**

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

Moreover, the board shall not reimburse an employee for an amount that could be claimed from the employee by Human Resources and Social Development under the Employment Insurance Act (1996, c. 23), where the employee's income exceeds 1 1/4 times the maximum insurable earnings.

**5-4.04**

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

**5-4.05**

Unless there are specific provisions to the contrary, this article shall not have the effect of granting an employee a benefit, monetary or not, that the employee would not have received had he or she remained at work.

**Section II****Maternity leave****5-4.06**

The maternity leave of a pregnant employee referred to in clause 5-4.13 is twenty-one (21) weeks which, subject to clause 5-4.09 or 5-4.10, must be taken consecutively.

The maternity leave of a pregnant employee referred to in clause 5-4.15 or 5-4.16 is twenty (20) weeks which, subject to clauses 5-4.09 and 5-4.10, must be taken consecutively.

The employee eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, but who has not completed twenty (20) weeks' service as prescribed in clauses 5-4.13 and 5-4.15 is also entitled to a leave of twenty-one (21) weeks or twenty (20) weeks, as the case may be.

The employee referred to in clause 5-4.16 is entitled to a twenty (20)-week leave if she has not completed twenty (20) weeks' service as prescribed in that clause.

An employee who becomes pregnant while on leave without salary or part-time leave without salary prescribed in this article is also entitled to maternity leave and to the allowances prescribed in clause 5-4.13, 5-4.15 or 5-4.16, as the case may be.

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

**5-4.07**

An employee shall also be entitled to the maternity leave in cases where there is a miscarriage after the beginning of the twentieth (20<sup>th</sup>) week prior to the expected date of delivery.

**5-4.08**

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

**5-4.09**

An employee may suspend her maternity leave and return to work if she has sufficiently recovered from delivery but the child is unable to leave the health institution. It shall be completed when the child is brought home.

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<sup>1</sup> "Basic weekly salary" means the employee's regular salary including the regular salary supplement for a regularly increased workweek as well as the premiums for responsibility but excluding other premiums and without any additional remuneration even for overtime.

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

#### **5-4.10**

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

The maximum number of weeks during which the maternity leave may be suspended corresponds to the number of weeks of hospitalization. In the case of an employee who is absent due to an accident or illness not related to pregnancy or due to a situation covered by section 79.8 of the Act respecting labour standards (R.S.Q., c. N-1.1), the number of weeks during which the maternity leave is suspended corresponds to the number of complete weeks during which the situation lasts, up to a maximum of fifteen (15) weeks in the first case or six (6) weeks in the second case.

During those suspensions, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is entitled to the benefits prescribed in clauses 5-4.43 and 5-4.44 during those suspensions.

#### **5-4.11**

When the employee resumes the maternity leave suspended or divided under clause 5-4.09 or 5-4.10, the board shall pay the employee the allowance to which she would have been entitled had she not availed herself of the suspension or division for the number of weeks remaining under clause 5-4.13, 5-4.15 or 5-4.16.

#### **5-4.12**

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

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

### **Cases eligible for the Québec Parental Insurance Plan**

#### **5-4.13**

An employee who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the Québec Parental Insurance Plan, is also entitled to receive, during her twenty-one (21) weeks of maternity leave, a benefit equal to the difference between ninety-three percent (93%)<sup>2</sup> of her basic weekly salary and the amount of maternity or parental benefits she is receiving or would receive, upon request, under the Québec Parental Insurance Plan.

The allowance is based on the Québec Parental Insurance Plan benefits to which an employee is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance (R.S.Q., c. A-29.011).

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<sup>1</sup> An employee on a leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and involves a benefit or remuneration.

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

However, an employee who works for more than one employer shall receive an allowance equal to the difference between ninety-three percent (93%) of the basic salary paid by the board and the amount of the Québec Parental Insurance Plan benefit corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of her employers a statement of the weekly salary paid by each employer, together with the amount of benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011).

#### 5-4.14

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

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

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

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

#### **Cases ineligible for the Québec Parental Insurance Plan but eligible for the Employment Insurance Plan**

#### 5-4.15

An employee who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the Employment Insurance Plan but is not eligible for benefits under the Québec Parental Insurance Plan is entitled to receive during her maternity leave:

- a) For each week of the waiting period prescribed by the Employment Insurance Plan, an allowance equal to ninety-three percent (93%)<sup>2</sup> of her basic weekly salary;
- b) For each week following the period prescribed in paragraph A), an allowance equal to the difference between ninety-three percent (93%) of her basic weekly salary and the amount of maternity or parental benefits she is receiving or could receive, after submitting an application for benefits, under the Employment Insurance Plan up to the end of the twentieth (20<sup>th</sup>) week of maternity leave.

The allowance is based on the Employment Insurance benefits to which an employee is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the Employment Insurance Plan.

However, an employee who works for more than one employer shall receive from each of her employers mentioned in paragraph c) of clause 5-4.17, an allowance equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the board and the amount of the Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of her employers a statement of the weekly salary paid by each employer, together with the amount of benefits paid by Human Resources and Social Development.

<sup>1</sup> An employee on a leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and involves a benefit or remuneration.

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

Moreover, should Human Resources and Social Development reduce the number of weeks of Employment Insurance benefits to which the employee would have been entitled had she not received Employment Insurance benefits before her maternity leave, the employee shall continue to receive, for a period equivalent to the weeks subtracted by Human Resources and Social Development, the allowance prescribed in the first paragraph of subparagraph b) as if the employee had received Employment Insurance benefits during that period.

Clause 5-4.14 applies to this clause with the necessary changes.

### **Cases ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan**

#### **5-4.16**

An employee excluded from receiving benefits under the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from receiving any allowance prescribed in clauses 5-4.13 and 5-4.15.

However, a full-time employee who has accumulated twenty (20) weeks of service is entitled to an allowance equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.

A part-time employee who has accumulated twenty (20) weeks of service is entitled to an allowance equal to ninety-five percent (95%) of her basic weekly salary, for a period of twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.

If the part-time employee is exempt from making contributions to the pension plans and to the Québec Parental Insurance Plan, the percentage of allowance shall be set at ninety-three percent (93%) of her basic weekly salary.

#### **5-4.17**

In the cases prescribed in clauses 5-4.13, 5-4.15 and 5-4.16:

- a) No allowance may be paid during a period of vacation for which the employee is paid.
- b) In the case of an employee eligible for benefits under the Québec Parental Insurance Plan, the allowance owing shall be paid at two (2)-week intervals. Unless the employee is paid weekly, the first payment being due, only fifteen (15) days after the board obtains proof that she is receiving benefits under the Québec Parental Insurance Plan. For purposes of this paragraph, a statement of benefits, a stub and information provided by the Ministry of Employment and Social Solidarity to the board in an official statement shall be considered proof.

In the case of the employee eligible for benefits under the Employment Insurance Plan, the allowance owing for the first two (2) weeks shall be paid by the board in first two (2) weeks of the leave. Unless the employee is paid weekly, the allowance owing after that date shall be paid at two (2)-week intervals, the first payment being due, in the case of an employee eligible for benefits under the Employment Insurance Plan, only fifteen (15) days after the board obtains proof that she is receiving Employment Insurance benefits. For purposes of this paragraph, a statement of benefits, a stub and information provided by Human Resources and Social Development to the board in an official statement shall be considered proof.

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



Moreover, the requirement of twenty (20) weeks' service under clauses 5-4.13, 5-4.15 and 5-4.16 shall be deemed to have been met, where applicable, when the employee has satisfied that requirement with any of the employers mentioned in paragraph c).

- d) The basic weekly salary of a part-time employee is the average basic weekly salary for the twenty (20) weeks preceding her maternity leave.

If, during that period, the employee had received benefits based on a certain percentage of her regular salary, it is understood that her basic salary for her maternity leave shall be based on the basic salary on which the benefits were based.

In addition, any period during which an employee on special leave prescribed in clause 5-4.23 is not receiving any benefits from the CSST shall be excluded for the purposes of calculating her average basic weekly salary.

If the period of twenty (20) weeks preceding a part-time employee's maternity leave includes the date on which the salary scales and rates are increased, the basic weekly salary shall be based on the salary rate in effect on that date. If, however, the maternity leave includes that date, the basic weekly salary shall be adjusted on that date according to the applicable salary scale adjustment rate.

The provisions of paragraph d) shall constitute one of the express stipulations mentioned in clause 5-4.05.

- e) In the case of an employee who is laid off temporarily, the maternity leave benefit to which she is entitled under the agreement and which is paid by the board, shall end on the date of the layoff.

Subsequently, if the employee is recalled under the provisions of the agreement, the maternity leave benefit shall be reestablished as of the date on which she is recalled under her right of recall.

In both cases, the weeks for which the employee received the maternity leave benefits as well as the weeks during the layoff period shall be deducted from the number of weeks to which she is entitled under clause 5-4.13, 5-4.15 or 5-4.16, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks remaining under clause 5-4.13, 5-4.15 or 5-4.16, as the case may be.

#### **5-4.18**

During maternity leave, an employee shall receive the following benefits, provided she is normally entitled to them:

- life insurance;
- health insurance, if she pays her portion of the premiums;
- accumulation of vacation time and payment of compensatory amounts;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of active service for the purposes of acquiring tenure;
- right to apply for a posted position and to obtain it in accordance with the provisions of the agreement as if she were at work.

An employee may carry forward not more than four (4) weeks' annual vacation if they fall within her maternity leave and if, not later than two (2) weeks before the expiry of the leave, she notifies the board in writing of the date on which the vacation is to be taken.

#### **5-4.19**

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

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

During those extensions, the employee is considered on leave without salary and shall not receive any allowance or benefit from the board. The employee is entitled to the benefits prescribed in clause 5-4.18 during the first six (6) weeks and subsequently in clauses 5-4.43 and 5-4.44.

#### **5-4.20**

Maternity leave may be for a shorter period than that prescribed in clause 5-4.06. An employee who returns to work within two (2) weeks of the birth must, at the board's request, submit a medical certificate attesting that she has sufficiently recovered to return to work.

#### **5-4.21**

In the fourth (4<sup>th</sup>) week before the end of a maternity leave, the board must send the employee a notice indicating the date of expiry of the leave.

The employee to whom the board has sent such a notice must report for work on the date of expiry of the maternity leave, unless the leave is extended in the manner prescribed in clause 5-4.48.

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

#### **5-4.22**

Upon returning from maternity leave, the employee shall be reinstated in her position. If the position has been abolished, the employee is entitled to the benefits she would have received had she been at work at that time.

### **Section III Special pregnancy and breastfeeding leaves**

#### **Temporary assignment and special leave**

#### **5-4.23**

An employee may request to be assigned temporarily to another position that is permanently vacant or temporarily vacant in the same class of employment or, if she agrees and, subject to the provisions of the agreement, in another class of employment, in the following cases:

- a) she is pregnant and her working conditions involve risks of infectious diseases or physical dangers for her or her unborn child;
- b) her working conditions involve dangers for the child whom she is breastfeeding;
- c) she works regularly at a cathode-ray screen.

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

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

An employee assigned to another position shall retain the rights and benefits related to her regular position. Such an assignment shall occur prior to using a priority of employment list.

If she is not immediately reassigned, the employee is entitled to special leave beginning immediately. Unless a temporary assignment occurs subsequently to put an end to the special leave, the special leave ends, for an employee who is pregnant, on the date of delivery and, for an employee who is breastfeeding, at the end of the period of breastfeeding. However, for employees eligible for benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011) whose special leave began on or after January 1, 2006, the special leave shall end the fourth (4<sup>th</sup>) week prior to the expected date of delivery.

During the special leave prescribed in this clause, compensation is governed by the provisions of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) concerning preventive reassignment of pregnant or breastfeeding employees.

However, upon a written request to that effect, the board shall pay the employee an advance on the allowance receivable, calculated on the basis of the payment anticipated. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made under clause 6-7.03. However, if the employee exercises the right to apply for a review of the CSST decision or to contest the decision before the Commission des lésions professionnelles, reimbursement may not be claimed before the administrative review of the CSST or, where applicable, the decision of the Commission des lésions professionnelles has been made.

In addition to the preceding provisions, at the employee's request, the board must study the possibility of temporarily changing the duties, without losing any rights, of the employee working with a cathode-ray screen so as to reduce her working time at the cathode-ray screen to a maximum of two (2) hours per half (1/2) day and of assigning her to other duties she is reasonably capable of performing for the remainder of her working time.

### **Other special leaves**

#### **5-4.24**

An employee is also entitled to a special leave in the following cases:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; the special leave may not be extended beyond the beginning of the fourth (4<sup>th</sup>) week before the expected date of delivery;
- b) upon presentation of a medical certificate prescribing the duration when a natural or induced miscarriage occurs before the beginning of the twentieth (20<sup>th</sup>) week preceding the expected date of delivery;
- c) for medical visits related to the pregnancy carried out by a health professional and attested to by a medical certificate or a written report signed by a midwife.

#### **5-4.25**

For the visits prescribed in subparagraph c) of clause 5-4.24, the employee shall be granted a special leave with full salary for a maximum of four (4) days which may be taken in half-days.

During the special leaves granted under this section, the employee is entitled to the benefits prescribed in clause 5-4.18, provided she is normally entitled to them, and in clause 5-4.22 of Section II. In addition, an employee covered by clause 5-4.24 may also opt for the benefits under the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of clause 5-4.24, the employee must first have exhausted the four (4) days prescribed in the preceding paragraph.

## Section IV Other parental leaves

### Paternity leave

#### 5-4.26

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

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

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

#### 5-4.27

Upon the birth of his child, an employee shall also be entitled to paternity leave without salary of no more than five (5) weeks which, subject to clauses 5-4.28 and 5-4.29, must be taken consecutively. The leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

During the paternity leave, the employee is covered by clauses 5-4.43 and 5-4.44.

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

#### 5-4.28

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

#### 5-4.29

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

The maximum number of weeks during which the paternity leave is suspended corresponds to the number of weeks of hospitalization. If the employee is absent due to an accident or illness or due to a situation covered by section 79.8 of the Act respecting labour standards (R.S.Q., c. N-1.1), the number of weeks during which the paternity leave is suspended corresponds to the number of complete weeks the situation lasts, up to a maximum of fifteen (15) weeks in the first case or six (6) weeks in the second case.

During those suspensions, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is covered by clauses 5-4.43 and 5-4.44 during those suspensions.

#### 5-4.30

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

During the extended leave, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is covered by clauses 5-4.43 and 5-4.44 during that period.

**Adoption leave and leave without salary for adoption purposes****5-4.31**

An employee who legally adopts a child, other than his or her spouse's child, is entitled to a maximum of ten (10) weeks of adoption leave which, subject to clauses 5-4.32 and 5-4.33, must be taken consecutively. For the employee eligible for benefits under the Québec Parental Insurance Plan, the leave shall be concurrent with the period during which benefits are paid under the Act respecting parental insurance (R.S.Q., c. A-29.011) and must begin no later than the week following the start of benefit payments under the Québec Parental Insurance Plan.

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

**5-4.32**

If the child is hospitalized, the employee may suspend his or her adoption leave after agreement with the board and return to work for the period during which the child is hospitalized.

**5-4.33**

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

The maximum number of weeks during which the adoption leave is suspended corresponds to the number of weeks of hospitalization. If the employee is absent due to a situation covered by section 79.8 of the Act respecting labour standards (R.S.Q., c. N-1.1) or due to an illness or accident, the number of weeks during which the adoption leave is suspended corresponds to the number of complete weeks the situation lasts, up to a maximum of six (6) weeks in the first case or fifteen (15) weeks in the second case.

During those suspensions, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is covered by clauses 5-4.43 and 5-4.44 during those suspensions.

**5-4.34**

When the employee resumes the adoption leave suspended or divided under clauses 5-4.32 and 5-4.33, the board shall pay the employee the allowance to which he or she would have been entitled had he or she not availed himself or herself of the suspension or division for the number of weeks remaining under clause 5-4.31.

**5-4.35**

An employee who forwards to the board, prior to the expiry date of his or her adoption leave, a notice accompanied by a medical certificate attesting that the health of his or her child so requires, is entitled to an extended adoption leave. The duration shall be specified in the medical certificate.

During the extended leave, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is covered by clauses 5-4.43 and 5-4.44 during that period.

**5-4.36**

During the adoption leave prescribed in clause 5-4.31, the employee shall receive an allowance equal to the difference between his or her basic weekly salary, paid at two (2)-week or weekly intervals if the applicable salary payment plan is weekly and the amount of benefits he or she receives or would receive, if he or she so requested, under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The second and third paragraphs of clause 5-4.13 or 5-4.15, as the case may be, and clause 5-4.14 apply to this clause with the necessary changes.

**5-4.37**

An employee who is not entitled to adoption benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan who adopts a child other than his or her spouse's child shall receive, during the adoption leave provided for in clause 5-4.31, a benefit equal to his or her basic weekly salary.

**5-4.38**

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

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

**5-4.39**

Subparagraphs a), b) and d) of clause 5-4.17 apply to the employee who is entitled to the compensation prescribed in clause 5-4.31 or 5-4.36 with the necessary changes.

**5-4.40**

The employee shall benefit with regard to the adoption of a child from a leave of absence without salary of a maximum duration of ten (10) weeks as of the date the employee assumes full legal responsibility for the child except if it involves the spouse's child.

The employee who travels outside Québec in order to adopt a child, other than the spouse's child, shall be granted, for that purpose and upon written request to the board two (2) weeks in advance where possible, a leave of absence without salary for the time necessary for such travel.

However, the leave shall expire the week following the benefit payments under the Québec Parental Insurance Plan and clause 5-4.31 applies.

During the leave, the employee shall be entitled to the benefits prescribed in clauses 5-4.43 and 5-4.44.

**5-4.41**

However, following a leave for adoption purposes for which an employee has received benefits paid under clause 5-4.36 or 5-4.37 no adoption results, the employee shall then be deemed as having been on a leave without salary and shall reimburse the benefit or salary received under clause 6-7.03.

**Leaves of absence without salary and part-time leaves without salary****5-4.42**

- a) An employee shall be entitled to either one of the following leaves:
- 1) leave of absence without salary for a maximum duration of two (2) years immediately following the maternity leave prescribed in clause 5-4.06;
  - 2) leave of absence without salary for a maximum duration of two (2) years immediately following the paternity leave prescribed in clause 5-4.26;
  - 3) leave of absence without salary for a maximum duration of two (2) years immediately following the adoption leave prescribed in clause 5-4.31.

A full-time employee who does not use the leave of absence without salary shall be entitled to a part-time leave of absence without salary for a maximum duration of two (2) years.

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

During the leave, the employee shall be entitled, upon a written request submitted at least thirty (30) days in advance, to one of the following changes only once:

- 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.

A part-time employee shall also be entitled to the part-time leave without salary. However, the other provisions of the agreement concerning the determination of the number of working hours shall remain applicable.

If the employee's spouse is not an employee of the public sector, the employee may obtain a leave mentioned above at the time he or she chooses within the two (2) years that follow the birth or adoption but the end of the leave cannot exceed a two (2)-year period following the birth or adoption.

- b) The employee who does not use the leave mentioned in the preceding subparagraph a) may benefit, after the birth or adoption of his or her child, from a leave of absence without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the employee chooses and ends no later than seventy (70) weeks following the birth or, in the case of an adoption, seventy (70) weeks after he or she assumes full legal responsibility for the child. However, this subparagraph shall not apply to the employee who adopts his or her spouse's child.

#### 5-4.43

During the leave of absence without salary, the employee shall accumulate seniority and retain experience. He or she shall continue to participate in the applicable basic health insurance plan by paying his or her portion of the premiums for the first fifty-two (52) weeks of leave and all premiums for the remainder of the leave. Moreover, he or she may continue to participate in applicable supplemental insurance plans, provided he or she so requests at the beginning of the leave and pays all premiums. He or she may apply for a position which is posted and obtain it in accordance with the provisions of the agreement as if he or she were at work.

During the part-time leave without salary, the employee shall also accumulate his or her seniority and, by carrying out a workload, shall be governed by the rules applicable to a part-time employee<sup>1</sup>.

#### 5-4.44

Subject to a specific provision of the agreement, during the leave of absence without salary or the part-time leave of absence without salary, the employee shall accumulate his or her experience for the purposes of determining his or her salary up to the first fifty-two (52) weeks.

#### 5-4.45

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

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<sup>1</sup> This paragraph shall not cause an employee who works seventy-five percent (75%) or more of the duration of the regular workweek to lose his or her status of full-time employee.

**5-4.46**

On returning to the board from a leave without salary or a part-time leave without salary, the employee shall be entitled to a position assigned under article 5-10.00.

**Leaves for parental responsibilities****5-4.47**

- a) A leave or a part-time leave of absence without salary for a maximum of one year shall be granted to an employee whose minor child experiences socioemotional problems or whose minor child is handicapped or chronically ill and who requires his or her care.
- b) An employee may be absent from work for a maximum of six (6) days per year so that he or she may be with his or her minor child or his or her spouse's minor child to fulfill obligations relating to the child's care, health or education. The days thus used shall be deducted from the employee's annual bank of sick-leave days provided for in clause 5-3.39 or, if he or she so chooses, shall be taken without salary.

**Miscellaneous provisions****5-4.48**

The leaves of absence mentioned in clauses 5-4.40 and 5-4.42 shall be granted upon a written request submitted at least two (2) weeks in advance.

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

In the case of a part-time leave of absence without salary, the request must specify the arrangement of the leave of absence in the position the employee held. Should the board disagree on the number of days off per week, the employee shall be entitled to a maximum of two and a half (2 1/2) days per week or the equivalent for up to two (2) years.

**5-4.49**

The board must send the employee, during the fourth (4<sup>th</sup>) week preceding the expiry date of the adoption leave, a notice indicating the expiry date of the leave.

The employee to whom the board has sent a notice must report to work upon the termination of the adoption leave, unless the leave is extended as provided for in clause 5-4.48.

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

**5-4.50**

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

The employee 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 of absence without salary exceeding fifty-two (52) weeks, the notice must be of at least thirty (30) days.



**5-4.51**

The employee who takes a paternity leave or an adoption leave under clauses 5-4.26, 5-4.31 and 5-4.38 shall receive the benefits prescribed in clause 5-4.18 insofar as he or she is normally entitled to them and in clause 5-4.22 of Section II.

**5-4.52**

An employee who receives a regional disparity premium under the agreement shall continue to receive such a premium during maternity leave, as prescribed in Section II.

Similarly, an employee who receives a regional disparity premium under the agreement shall receive such a premium for the weeks during which he or she receives the benefits, as the case may be, prescribed in clause 5-4.31.

Notwithstanding the foregoing, the total amount of Employment Insurance benefits, allowances and premiums that an employee receives cannot exceed ninety-five percent (95%) of his or her basic salary plus any regional disparity premium.

The employee who is entitled to regional disparities under the agreement shall receive that premium during the adoption leave prescribed in clause 5-4.31.

**5-5.00 PARTICIPATION IN PUBLIC AFFAIRS****5-5.01**

The board recognizes the same rights for an employee to participate in public affairs as those recognized for all citizens.

**5-5.02**

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

**5-5.03**

A regular employee who does not report to work within the time allotted shall be considered as having resigned.

**5-5.04**

A regular employee elected in a municipal or school election or to the board of directors of a hospital or a local community service centre may benefit from a leave of absence without salary in order to carry out the duties of his position.

**5-5.05**

A regular employee elected in a provincial or federal election shall remain on leave without salary for the duration of his mandate.

**5-5.06**

Within twenty-one (21) days of the expiry of his mandate, the employee must inform the board of his decision to return to work; failing this, he shall be considered as having resigned.

On returning to the board, the employee shall be reinstated in his position, if it was not abolished or filled permanently during his absence.

**5-6.00 VACATION****5-6.01**

During each fiscal year, an employee shall be entitled, based on the duration of his active service for the preceding fiscal year, to an annual vacation period the duration of which is determined under clauses 5-6.08 and 5-6.09.

Any period during which an employee's salary is maintained constitutes active service.

**5-6.02**

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

The employee who is absent from work because of an illness, a work accident or a parental leave when he is scheduled to take his vacation may defer his vacation to another period in the same fiscal year or, with the consent of the board, to another period in a subsequent fiscal year, to be agreed between him and the board.

**5-6.03**

For the sole purposes of the table in clause 5-6.09, one or more periods of disability up to a maximum of two hundred and thirty-nine (239) working days per fiscal year, a leave of absence without salary the total duration of which does not exceed twenty (20) working days as well as the working days included in the temporary layoff period under article 7-2.00 constitute active service.

Notwithstanding the provisions of the preceding paragraph, no more than two hundred and thirty-nine (239) days of active service per disability period may be counted even if the period extends beyond one fiscal year.

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

**5-6.04**

The vacation period shall be determined in the following manner:

- a) before May 1 of each year, the board must consult the union before establishing a period of total or partial shutdown of its activities for a period not exceeding ten (10) working days and must take into consideration the recommendations of the union, if any, before making a decision to this effect. The shutdown period may be longer than ten (10) working days with the union's consent. Each employee affected by the total or partial shutdown must take all the vacation to which he is entitled during the shutdown period. The employee who is entitled to a number of days of vacation greater than the number of days used during the shutdown period shall take the additional days according to the following terms;
- b) when, under the preceding paragraph, the board establishes a total or partial shutdown of its activities, the regular employee affected by the shutdown who does not have a sufficient number of vacation days to his credit to cover the shutdown period may, upon a written request to the board, borrow vacation days from those of the following year. These anticipated vacation days shall be deducted automatically from the vacation days accumulated for the following fiscal year and shall be recoverable in the event of the employee's departure;
- c) before May 15 of each year, the employees shall choose the dates on which they wish to take their vacation and the latter shall be distributed by taking into account the seniority of the employees in the same office, department, school or centre, where applicable. The employees' choices shall be submitted to the board for approval and the latter shall take into account the needs of the office, department, school or centre concerned. The board shall confirm to the employee his vacation choices no later than June 15 of each year;

- d) once the vacation period has been approved by the board, one change is possible when requested by an employee if the administrative unit's needs so allow and if the change does not affect the vacation periods of other employees; however, upon request, the board may authorize two (2) employees who are in the same class of employment, who work in the same office, department, school or centre and who have the same number of vacation days to exchange vacation periods;
- e) employees usually take their vacation during the months of July and August; however, an employee may take his vacation outside of July and August, if the requirements of this clause are met;

however, employees working in a day care service or in the special education sector must take their vacation when the students are absent, regardless of clause 5-6.05;

- f) within one hundred and twenty (120) days of the date of the coming into force of the agreement, the board and the union may agree, for the term of the agreement, on terms and conditions other than those prescribed in this clause in order to allow employees to take their vacation outside of July and August regardless of whether there is a partial or total shutdown of the board's activities or not.

#### **5-6.05**

The employee must take his vacation in periods of at least five (5) consecutive days. However, the employee may use a maximum of five (5) days of his annual vacation in a nonconsecutive manner, one day at a time, with the consent of the board, which shall take into account the needs of the office, department, school or centre concerned. The board and the union may agree to increase the number of vacation days that may be taken in a non-consecutive manner.

#### **5-6.06**

The employee on vacation shall continue to receive the salary regularly paid to him under article 6-7.00. However, the salary shall be paid to him before his departure for the duration of his vacation period provided it is for five (5) days or more.

#### **5-6.07**

In the case of permanent termination of employment, the employee shall be entitled in accordance with the provisions of this article to an indemnity equal to the duration of vacation acquired and not used.

#### **5-6.08**

Subject to the provisions of clause 5-6.09 concerning the reduction in vacation, the employee shall benefit from:

- a) the number of vacation days indicated in the table in clause 5-6.09 if he has less than one year of seniority on June 30 of the year of acquisition;
- b) twenty (20) working days of vacation if he has less than seventeen (17) years of seniority on June 30 of the year of acquisition;
- c) twenty-one (21) working days of vacation if he has seventeen (17) years or more of seniority on June 30 of the year of acquisition;
- d) twenty-two (22) working days of vacation if he has nineteen (19) years or more of seniority on June 30 of the year of acquisition;
- e) twenty-three (23) working days of vacation if he has twenty-one (21) years or more of seniority on June 30 of the year of acquisition;
- f) twenty-four (24) working days of vacation if he has twenty-three (23) years or more of seniority on June 30 of the year of acquisition;

- g) twenty-five (25) working days of vacation if he has twenty-five (25) years or more of seniority on June 30 of the year of acquisition.

### 5-6.09

The employee whose duration of active service during the year of acquisition of vacation was less than one year shall be subject to a reduction in the number of his vacation days and shall be entitled to the number of vacation days determined according to the following table:

Total number of days of active service during year of acquisition			Normal duration of vacation taking into account the employee's seniority					
			20 days	21 days	22 days	23 days	24 days	25 days
5	to	10	0.5	0.5	0.5	0.5	0.5	0.5
11	to	16	1.0	1.0	1.0	1.0	1.0	1.0
17	to	22	1.5	1.5	1.5	2.0	2.0	2.0
23	to	28	2.0	2.0	2.5	2.5	2.5	2.5
29	to	34	2.5	3.0	3.0	3.0	3.0	3.0
35	to	40	3.0	3.0	3.5	3.5	3.5	4.0
41	to	46	3.5	4.0	4.0	4.0	4.0	4.5
47	to	52	4.0	4.5	4.5	4.5	5.0	5.0
53	to	58	4.5	5.0	5.0	5.0	5.5	5.5
59	to	64	5.0	5.5	5.5	6.0	6.0	6.0
65	to	70	5.5	6.0	6.0	6.5	6.5	7.0
71	to	76	6.0	6.5	6.5	7.0	7.0	7.5
77	to	82	6.5	7.0	7.0	7.5	8.0	8.0
83	to	88	7.0	7.5	8.0	8.0	8.5	8.5
89	to	94	7.5	8.0	8.5	9.0	9.0	9.5
95	to	100	8.0	8.5	9.0	9.0	9.5	10.0
101	to	106	8.5	9.0	9.5	10.0	10.0	10.5
107	to	112	9.0	9.5	10.0	10.5	11.0	11.0
113	to	118	9.5	10.0	10.5	11.0	11.5	12.0
119	to	124	10.0	10.5	11.0	11.5	12.0	12.5
125	to	130	10.5	11.0	11.5	12.0	12.5	13.0
131	to	136	11.0	11.5	12.0	12.5	13.0	13.5
137	to	142	11.5	12.0	12.5	13.5	14.0	14.5
143	to	148	12.0	13.0	13.5	14.0	14.5	15.0
149	to	154	12.5	13.0	14.0	14.5	15.0	15.5
155	to	160	13.0	14.0	14.5	15.0	15.5	16.0
161	to	166	13.5	14.5	15.0	15.5	16.0	17.0
167	to	172	14.0	15.0	15.5	16.0	17.0	17.5
173	to	178	14.5	15.5	16.0	17.0	17.5	18.0
179	to	184	15.0	16.0	16.5	17.0	18.0	19.0
185	to	190	15.5	16.5	17.0	18.0	18.5	19.0
191	to	196	16.0	17.0	18.0	18.5	19.0	20.0
197	to	202	16.5	17.5	18.0	19.0	20.0	20.5
203	to	208	17.0	18.0	19.0	19.5	20.5	21.0
209	to	214	17.5	18.5	19.5	20.0	21.0	22.0
215	to	220	18.0	19.0	20.0	21.0	22.0	22.5
221	to	226	18.5	19.5	20.5	21.5	22.0	23.0
227	to	232	19.0	20.0	21.0	22.0	23.0	24.0
233	to	238	19.5	20.5	21.5	22.5	23.5	24.5
239	or more		20.0	21.0	22.0	23.0	24.0	25.0

**5-6.10**

An employee in the service of the board on the date of the coming into force of the agreement and who, as a result of the application of the provisions of clause 5-6.11 of the 1975-1979 collective agreement, for one of the fiscal years of the agreement, would have benefited from a number of vacation days greater than the maximum number to which he would have been entitled by the application of subparagraphs a) to g) of clause 5-6.08 for the year in question shall be entitled, for the duration of the agreement, to the additional number of vacation days. The excess shall be reduced by any additional vacation day which may be granted to him by the application of subparagraphs c) to g) of clause 5-6.08. The excess shall also be reduced, as the case may be, taking into account the duration of his active service during the year of acquisition of vacation.

**5-6.11**

When an employee leaves the board on the date of his retirement, he shall be entitled to the entire vacation period for the year of his retirement.

**5-7.00 TRAINING AND PROFESSIONAL IMPROVEMENT****5-7.01**

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

**5-7.02**

Professional improvement activities include any activity which enables an employee to acquire techniques and skills so that he may better perform his duties.

**5-7.03**

Training activities include any activity which enables an employee to obtain a diploma.

**5-7.04**

Training and professional improvement shall be the responsibility of the board and the training and professional improvement programs shall be developed by the board according to its needs and those of its employees.

**5-7.05**

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

Should a Training and Professional Improvement Committee already exist under the former collective agreement, it shall be maintained unless the union indicates otherwise.

**5-7.06**

The duties of the Training and Professional Improvement Committee shall be to participate in the establishment of a policy related to the training and professional improvement of its employees, to participate in the development of training and professional improvement programs, to study the requests for training and professional improvement submitted by employees and to make all recommendations to the board, particularly with respect to the distribution and use of the training and professional improvement budget.

At the beginning of each fiscal year, the board shall provide a report on activities for the previous fiscal year.

**5-7.07**

When the board requests an employee to take professional improvement courses, it must reimburse him for the costs, according to the rates established by the board, upon presentation of an attestation to the effect that he has attended the courses diligently. In the case where an employee receives an allowance or any other amount of money from another source for this purpose, he must give the board any amount thus received up to the amounts reimbursed by the board.

When the board organizes training or professional improvement activities in which the employee is required to participate, the board shall favour the holding of such activities during working time based on its needs and the requirements of the office, department, school or centre concerned.

**5-7.08**

The courses offered by the board, with the exception of popular education courses, shall be free for the employees who wish to take them provided that:

- a) these courses offer to those who take them an opportunity for professional improvement or an increase in their educational qualifications;
- b) registration by the general public has priority;
- c) such a benefit does not oblige the board to organize courses;
- d) these courses be taken outside the employee's working hours.

**5-7.09**

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

**5-7.10**

For the purpose of applying this article, the board shall have available, for each fiscal year of the agreement, an amount equal to sixty dollars (\$60) per support employee on a full-time basis or the equivalent. The amount shall be calculated at the beginning of each fiscal year. The operating costs of the board may not be deducted from that amount.

The amounts not used for one fiscal year, including the amounts not used under the former collective agreement, shall be added to those provided for the following year.

The board shall also receive for each fiscal year of the agreement an amount of forty dollars (\$40) per employee on a full-time basis or the equivalent. The amount shall be spent at the board's discretion.

**5-8.00 CIVIL RESPONSIBILITY****5-8.01**

The board shall undertake to assume the case of every employee whose responsibility might be at issue because of actions committed as a result of or in the course of the performance of his duties as an employee.

**5-8.02**

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

- a) the employee has given the board a written account of the facts surrounding any claim made against him as soon as it is reasonably possible;
- b) he has not admitted responsibility with regard to such a claim;
- c) he surrender to the board, up to an amount equal to the loss or damage assumed by it, his rights to recourse against the third party and that he sign all the documents required by the board for this purpose.

**5-8.03**

The employee shall have the right to engage an attorney, at his own expense, and to have him assist the attorney chosen by the board.

**5-8.04**

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

**5-8.05**

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

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

The provisions of this article apply in all cases where an employee administers first aid in the workplace to a student or to another person receiving remuneration from the board.

**5-9.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES****5-9.01**

The following provisions apply to the employee who suffers an employment injury covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001).

The board shall undertake to apply the provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) as regards an employee, his rights, benefits and advantages which are better than or in addition to those prescribed in this article.

**5-9.02**

The employee who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the Workmen's Compensation Act (R.S.Q., c. A-3) as well as by the provisions of clauses 5-9.01 to 5-9.06 of the "Provisions constituting the 1983-1985 collective agreements"; moreover, the employee shall benefit from the provisions of clauses 5-9.12 to 5-9.20 of this article by making the necessary changes.

**5-9.03**

The provisions of this article corresponding to the 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****5-9.04**

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

- a) **work accident:** a sudden and unforeseen event, attributable to any cause, which happens to an employee, arising out of or in the course of his work and resulting in an employment injury to him;
- b) **consolidation:** the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable;
- c) **suitable employment:** appropriate employment that allows an employee who has suffered an employment injury to use his remaining ability to work and his vocational qualifications, that he has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the employee, considering his injury;
- d) **equivalent employment:** employment of a similar nature to the employment held by the employee when he suffered the employment injury, from the standpoint of vocational qualifications required, wages, fringe benefits, duration and working conditions;
- e) **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.
- f) **occupational disease:** a disease contracted out of or in the course of his work and characteristic of that work or directly related to the risks peculiar to that work.

**Miscellaneous provisions****5-9.05**

The employee must inform the board of the details concerning the work accident or employment injury as soon as possible. Moreover, he shall provide a medical certificate to the board in conformity with the Act, if the employment injury which he suffers renders him unable to perform his duties after the day on which it manifested itself.

**5-9.06**

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

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

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

The employee shall choose the health establishment if possible. If the employee is unable to express his choice before being transported to a health establishment, he must accept the health establishment chosen by the board. However, the employee shall be entitled, at all times, to receive care from the health professional of his choice.

**5-9.07**

First aid services shall be placed at the disposal of employees according to current practice.



**5-9.08**

Pursuant to the Act, the board may require an employee who has suffered an employment injury to undergo an examination by a health professional it designates.

**Group plans****5-9.09**

The employee who suffers an employment injury entitling him to an income replacement indemnity shall remain covered by the life insurance plan described in clause 5-3.22, by the health insurance plan described in clause 5-3.24 as well as by the provisions relating to complementary insurance plans.

He shall also benefit, without losing any rights, from the waiver of his contributions to the pension plan (TPP, RREGOP, CSSP). 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 mentioned in the preceding paragraph shall no longer apply if the employment injury has healed or if the employee is assigned temporarily as prescribed in clause 5-9.19.

As an exception to the provisions of article 5-3.00, the regular employee whom the Commission de la santé et de la sécurité du travail has declared healed shall benefit, for the period between the date of healing of the employment injury and the end of the twenty-fourth (24<sup>th</sup>) month following the employment injury from the provisions of the salary insurance plan described in subparagraph 1), 2) or 3) of paragraph a) of clause 5-3.31, insofar as he is totally incapable of performing the usual duties of his position or any other position within the framework of the provisions of clause 5-9.12 and following clauses of this article. At the end of that period, the employee shall become an insured person and shall benefit, if applicable, from subparagraph 4) of paragraph a) of clause 5-3.31.

During that period, if the employee is entitled to the income replacement indemnity under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), his salary insurance benefits shall be reduced accordingly.

**5-9.10**

An employee's bank of sick-leave days shall not be reduced for the days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the employment injury has healed and for the absences prescribed in clause 5-9.20.

**Salary****5-9.11**

As long as an employee is entitled to the income replacement indemnity but no later than the date of healing of the employment injury he has suffered, he shall be entitled to his salary as if he were at work, subject to the following provisions:

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

Subject to the foregoing, the Commission de la santé et de la sécurité du travail shall reimburse the board the amount corresponding to the income replacement indemnity set by the Commission de la santé et de la sécurité du travail. If the income replacement indemnity exceeds, where applicable, the net salary which the board must pay an employee, the excess shall belong to the employee.

The employee must sign the forms required for the reimbursement. The waiver shall be valid only for the period during which the board has agreed to pay the salary.

## Right to return to work

### 5-9.12

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

### 5-9.13

An employee whose employment injury has healed and who is again able to carry out the duties he had prior to his absence may resume his position, subject to the provisions of article 7-3.00.

### 5-9.14

The employee referred to in the preceding clause who is unable to return to his position either because it was abolished or the employee was displaced as a result of the application of the agreement may avail himself of the provisions of article 7-3.00.

### 5-9.15

An employee who, although unable to resume his duties because of an employment injury but who may be able to use his remaining ability and his qualifications to work may hold a suitable available position that the board intends to fill in accordance with the terms and conditions prescribed in article 7-1.00.

### 5-9.16

The employee who obtains a position under the preceding clause shall benefit, where applicable, from the provisions of paragraph b) of clause 6-2.18 concerning involuntary demotion; in the case where an income replacement indemnity is paid to an employee, the amounts payable under paragraph b) of clause 6-2.18 shall be reduced accordingly.

### 5-9.17

However, the board and the union may agree on terms and conditions other than those prescribed in clause 5-9.15, provided that the provisions concerning security of employment are not modified; namely, the board and the union may agree on a specific movement of personnel relating to priority of employment.

### 5-9.18

The employee may only exercise his right during the two (2) years immediately following the beginning of his absence or the year following the healing date according to the most remote date.

## Particular provisions

### 5-9.19

In the context of a professional rehabilitation program and even if the employment injury has not healed, the board may temporarily assign work to the employee if the physician in charge of the employee believes that:

- a) the employee is reasonably able to carry out this work;
- b) the work does not endanger the health, safety or physical well-being of the employee, taking into account his employment injury;
- c) the work is conducive to his rehabilitation.

The employee who does not agree with the physician may avail himself of the procedure prescribed in the Act respecting occupational health and safety (R.S.Q., c. S-2.1), and he shall not be required to carry out the work assigned as long as the physician's report has not been confirmed by a final decision.

The board shall pay the employee who performs the work that it assigns to him temporarily the salary and benefits related to the position that the employee held when his employment injury manifested itself and to which he would have been entitled had he continued to hold such a position.

#### **5-9.20**

If an employee who has suffered an employment injury returns to work, the board shall pay him his net salary within the meaning of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) for each day or part of a day on which he must be absent from work in order to receive care or undergo medical tests related to his employment injury or to carry out an activity under his personal rehabilitation program.

#### **5-9.21**

- a) In the case of a temporary employee, he shall be reinstated in the temporary assignment he had before his work accident or employment injury if he is again able to carry on his employment before the end of the period foreseen for his hiring.
- b) The employee working exclusively within the framework of adult education courses referred to in paragraph b) of clause 10-1.01 shall be reinstated in his position if he is again able to perform his duties during the same session. However, he shall maintain his right of recall beyond that period in accordance with the provisions of clause 10-1.05.
- c) The cafeteria employee or the student supervisor working fifteen (15) hours or less per week referred to in article 10-2.00 shall be reinstated in his position if he is again able to perform his duties during the same fiscal year. However, he shall maintain his right of recall beyond that period for eighteen (18) months in accordance with the provisions of article 10-2.00.

#### **5-9.22**

The employee who, following a notice, must appear before the Bureau d'évaluation médicale or the Commission des lésions professionnelles may be absent from work without loss of salary for the time deemed necessary by the competent authority. The employee must notify his immediate superior and produce the proof or attestation of these facts.

### **5-10.00 LEAVES OF ABSENCE WITHOUT SALARY**

#### **5-10.01**

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

The leave referred to in the preceding paragraph may be on a full-time basis or part-time basis.

In the case of a part-time leave of absence without salary, the employee concerned shall be entitled only to the benefits applicable to him proportionately to his workdays as compared to the regular workweek prescribed in article 8-2.00. This paragraph shall not have the effect of causing an employee who obtains such a leave to lose the status of regular employee in a full-time position.

**5-10.02**

The board must grant a regular employee a full-time leave of absence without salary for at least one month but not exceeding twelve (12) consecutive months if the board can use an employee in surplus in the position of the employee on a leave of absence without salary, provided that the employee in surplus meets the qualifications required under the Classification Plan and the specific requirements of the position. The leave shall be renewable provided that the same conditions are met.

**5-10.03**

The board shall grant a leave without salary to a regular employee to accompany his spouse who is transferred temporarily for a period not exceeding twelve (12) months; this leave may be renewed.

**5-10.04**

The board shall grant a regular employee a full-time or part-time leave of absence without salary for studies which may be renewed. The leave of absence shall be subject to the provisions of clauses 5-10.09 and 5-10.10 except for the first paragraph.

**5-10.05**

The request for a leave of absence without salary or a renewal of a leave of absence without salary must be made in writing and must state the reasons thereof.

**5-10.06**

During his absence, the employee shall continue to participate in the basic health insurance plan, provided that he pay the total amount of the required premiums and contributions, including the board's share. Moreover, he may continue to participate in the complementary insurance plans and in the supplemental pension plan, provided that the regulations of the said plans so allow and that he pay the total amount of the required premiums and contributions.

**5-10.07**

Upon his return, he shall be reinstated in his position unless it was abolished during his absence or the employee concerned was displaced by the application of the provisions of article 7-3.00.

**5-10.08**

In the case of a resignation, during or at the end of the leave of absence, the employee shall reimburse the board for any amount paid for and in the name of the employee.

**5-10.09**

The employee, who uses his leave of absence for purposes other than those for which he obtained it shall be considered as having resigned as of the beginning of his absence.

**5-10.10**

After five (5) years of active service with the board and following any period of at least five (5) years of active service thereafter, a regular employee shall obtain a full-time or part-time leave without salary for a minimum duration of one month without exceeding twelve (12) consecutive months.

In order to obtain the leave, the employee must make a request to the board in writing at least sixty (60) days prior to the date of the beginning of the leave and specify the duration thereof.

The provisions of clauses 5-10.06, 5-10.07, 5-10.08, 5-10.11 and 5-10.12 apply to such a leave.

Notwithstanding the foregoing, if the board deems it necessary to replace the employee who requests a leave and is unable to find a replacement, it may defer the leave to another date to be agreed with the employee.

If more than one employee at a time in the same office, department, school or centre also wishes to take such a leave, the board may defer the leave to another date; it shall then proceed according to seniority.

#### 5-10.11

If a part-time leave of absence without salary is granted under this article, the board and the employee must agree on the schedule of the leave and on other terms and conditions of application.

#### 5-10.12

The employee may, for a valid reason, terminate any leave without salary and return to the board before the date foreseen by giving the board an advance written notice of at least thirty (30) days.

#### 5-10.13

Notwithstanding the preceding provisions, the leave without salary of the regular employee working in the special education sector or day care service must cover the entire school year.

### 5-11.00 SABBATICAL LEAVE WITH DEFERRED SALARY

#### 5-11.01

Following the written request of an employee, the board may grant him a sabbatical leave with deferred salary under the following terms and conditions:

- a) this leave shall permit a regular employee to have his salary spread over a determined period in order to benefit from a sabbatical leave with salary;
- b) this leave shall not have the effect of paying the employee benefits upon retirement nor of deferring income tax;
- c) the board shall reply in writing no later than thirty (30) days after it receives the regular employee's request;
- d) the board and a regular employee shall agree on the duration of the leave and the duration of participation in the plan (contract);
- e) the board and the regular employee shall sign, where applicable, the contract found in Appendix III;
- f) a regular employee receiving salary insurance benefits or on a leave without salary at the time of the coming into force of the contract found in Appendix III shall not be eligible. Subsequently, the provisions of the contract for these situations shall apply.

#### 5-11.02

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

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

**5-11.03**

A regular employee must return to work, following his sabbatical leave with salary, for a period at least equal to that of the leave.

**5-11.04**

An employee who obtained a sabbatical leave with deferred salary under the 1995-1998 or 2000-2002 collective agreement shall continue to be governed by the provisions applicable to him.

**CHAPTER 6-0.00 REMUNERATION****6-1.00 CLASSIFICATION RULES****Determination of the class of employment on the date of the coming into force of the agreement****6-1.01**

Within sixty (60) days of the date of the coming into force of the agreement, the board shall confirm for every employee in its employ the class of employment he holds.

The confirmation shall conform with the class of employment titles found in Appendix I of the agreement.

**Determination of the class of employment during the agreement****6-1.02**

As of his hiring, the employee shall be classified in one of the classes of employment of the Classification Plan.

**6-1.03**

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

**6-1.04**

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

**6-1.05**

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

**6-1.06**

The employee who obtains a new position by the application of the provisions of article 7-1.00 or 7-3.00 and who claims that the new duties he must perform principally and customarily correspond to a class of employment which differs from that obtained shall be entitled to file a grievance according to the usual procedure within ninety (90) days after he obtains the position. In the case of arbitration, the provisions of clause 6-1.15 apply.

**Changes in duties****6-1.07**

- a) The employee who claims that the duties he must perform principally and customarily as required by the board correspond to a class of employment which differs from his own may request to be reclassified;

if the board accepts his request, after consulting the union at a Labour Relations Committee meeting, the employee shall be confirmed in his position and in his new class of employment, it being understood that the position is not abolished;

the salary applicable to the new class of employment shall be granted to the employee, where applicable, as of the date on which the board received the reclassification request.

For the purposes of consulting the union at the Labour Relations Committee, the parties shall exchange information or documents concerning the processing of the employee's reclassification request. In addition, they may agree, where applicable, on the procedures pertaining to the gathering of pertinent information for the reclassification request.

- b) Failing this, if the board refuses the request, the employee who claims that the duties he must perform principally and customarily as required by the board correspond to a class of employment which differs from his own may file a grievance according to the usual procedure. However, in the event of arbitration, the provisions of clause 6-1.15 apply. The grievance shall be comparable to a continuous grievance but may not have a retroactive effect of more than thirty (30) working days from the date of its filing.

The fact that these changes occurred during the 2000-2002 collective agreement cannot invalidate the grievance as long as the latter was filed within ninety (90) days of the date of the coming into force of the agreement.

#### **6-1.08**

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

For the purposes of determining the monetary compensation, the arbitrator's decision must conform with the Classification Plan and he must establish the similarity between the employee's characteristic functions and those in the plan. The terms and conditions for determining the monetary compensation shall be those mentioned in clause 6-2.16.

#### **6-1.09**

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

- a) within twenty (20) working days of the arbitrator's decision, the provincial negotiating parties shall meet in order to determine a monetary compensation within the salary scales in the agreement and shall agree, if need be, on the class of employment on the basis of which the said compensation shall be determined for the purpose of applying the provisions of clause 6-1.06 or 6-1.07;
- b) failing an agreement, the union concerned by the arbitral decision may request that the arbitrator determine the monetary compensation by finding in the agreement a salary which is closer to a salary indicative of the duties similar to those of the employee concerned within the public and parapublic sectors.

#### **6-1.10**

Notwithstanding the foregoing, if the board decides to maintain a position for which the arbitrator was not able to establish similarity, it shall approach the provincial negotiating employer group in order to obtain the creation of a new class of employment which shall at least include the characteristic functions of the position. The procedures mentioned in clauses 6-1.13 and 6-1.14 shall then apply.

#### **6-1.11**

Following the application of the provisions of clause 6-1.08 or the creation of a new class of employment under clause 6-1.10, as the case may be, if the board decides to maintain the position thus modified within thirty (30) days of the decision, the employee shall be reclassified automatically in his new class of employment, in which case the provisions of clause 6-2.16 shall apply if the reclassification is comparable to a promotion as of the date of the reclassification.



**6-1.12**

As long as this class of employment has not been created and the salary has not been determined, the employee concerned shall continue to receive the monetary compensation prescribed in clause 6-1.08 or 6-1.09 while he occupies the said position.

**Creation of a new class of employment or changes in duties or qualifications****6-1.13**

If, during the term of the agreement and after consulting the provincial negotiating union group, a new class of employment is created by the provincial negotiating employer group or if the duties or qualifications of a class of employment are changed, the salary rate of this class of employment shall be determined by an agreement between the parties on the basis of the rates provided for comparable positions in the public and parapublic sectors.

**6-1.14**

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

**Arbitration****6-1.15**

For the purpose of applying the provisions of clauses 6-1.06, 6-1.08, 6-1.09, 6-1.14 and 7-1.17, the grievances submitted to arbitration shall be decided upon, for the term of the agreement, by one of the following arbitrators:

- 1- Marcel Guilbert
- 2- Gilles Ferland
- 3- any person appointed by the provincial negotiating parties to act as arbitrator in accordance with this clause.

The chief arbitrator whose name appears in article 9-2.00 shall see to the distribution of the grievances among the arbitrators appointed under this clause. The procedure described in article 9-2.00 shall apply by making the necessary changes.

**6-1.16**

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

**6-1.17**

The employee concerned shall not be demoted as a result of the application of the provisions of clauses 6-1.07 and 6-1.13.

**6-2.00 DETERMINATION OF STEP****On the date of the coming into force of the agreement****6-2.01**

For the purposes of determining the salary step applicable to every employee in its employ on April 1, 2006, the board shall, on February 1, 2006, integrate every employee into the step of his salary scale found in Appendix I of the agreement. The step shall be the same as that which the board recognized for him on January 31, 2006 by applying his corresponding salary scale in effect on that date.

**6-2.02**

In the case where an employee is integrated from a corresponding salary scale into a class of employment applicable to him on June 30, 1998 different from that in which he is integrated on July 1, 1998 under clause 6-1.01, the employee shall be integrated into the step obtained by the application of the provisions of clause 6-2.16, 6-2.17 or 6-2.18, as the case may be.

**6-2.03**

For the purpose of applying clause 6-2.02, the employee whose salary rate, while not overscale, is situated between two (2) steps on June 30, 1998 shall be considered as having the step immediately higher.

**At the time of hiring****6-2.04**

The salary step of each new employee shall be determined according to the class of employment assigned to him taking into account his schooling and experience in accordance with the terms and conditions provided hereafter.

**6-2.05**

The step shall usually correspond to one complete year of recognized experience. It shall denote the salary levels in the scale for each class of Appendix I.

**6-2.06**

An employee who has only the minimum required qualifications to enter a class of employment shall be hired in the first step of the class.

**6-2.07**

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

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

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

**6-2.08**

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

**Advancement in step****6-2.09**

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

Notwithstanding the provisions of this article and except in cases where a change in step results from a promotion, demotion or recognition of additional schooling, no advancement in step is granted during the period from January 1 to December 31, 1983.

The employee affected by this measure cannot recover the step thus lost.

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

**6-2.10**

An employee who is temporarily laid off in conformity with the provisions of article 7-2.00 shall be considered as being in the service of the board during that period for the purposes of determining the date of his advancement in step as well as for the purposes of advancement in step.

**6-2.11**

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

**6-2.12**

The transition from one step to another shall be granted unless the employee's performance is unsatisfactory.

**6-2.13**

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

**6-2.14**

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

**6-2.15**

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

**Determination of the step at the time of a promotion, transfer or demotion****At the time of a promotion (including a temporary assignment)****6-2.16**

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

a) 1) **Categories of technical and paratechnical support and administrative support positions**

An employee shall be placed in the step in which the salary is immediately above that which he was receiving; the resulting increase must at least be equal to the difference between the first two (2) steps of the new class of employment; failing this, he shall be assigned the step immediately above. If this increase would have the effect of giving the promoted employee a rate higher than that of the last step in the scale, the salary rate of the employee shall be that of the last step of the scale and the difference between the rate of the last step and the higher rate shall be paid to him in a lump sum.

2) **Category of labour support positions**

The transition of the employee's salary rate to the rate of the new class of employment must ensure a minimum increase of \$0.10/hour; failing this, the employee shall receive the rate of the new class of employment and a lump sum to make up the difference up to the \$0.10 minimum per hour.

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

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

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

- his overscale salary increased by one third (1/3) of the difference between the maximum salary in the scales of the class of employment he is leaving and the maximum salary in the scale of the class of employment to which he is promoted. This increase must ensure an increase at least equal to the difference between step 1 and step 2 of the new class of employment to which he is promoted;

2) for an employee in the category of labour support positions, the increase paid to the promoted employee shall be paid in a lump sum according to the following formula:

- his overscale salary rate increased by one third (1/3) of the difference between the rate prescribed for the class of employment he is leaving and the rate prescribed for the class of employment to which he is promoted. This salary rate shall ensure an increase of at least \$0.10 per hour.

The lump sum payments made under this clause shall be spread over each of the employee's pays.

**At the time of a transfer****6-2.17**

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

**At the time of a demotion****6-2.18**

- a) When an employee is demoted voluntarily, he shall receive the salary which corresponds to the more advantageous of the following formulas:
- 1) he shall be placed in the step of the new class of employment the salary rate of which is immediately below that he receives;
  - 2) he shall be placed in the step of the new class of employment corresponding to his years of experience recognized as being valid and directly relevant to the performance of the duties of the new class.
- b) When an employee is demoted involuntarily, he shall obtain the salary which corresponds to the more advantageous of the formulas described in paragraph a) of this clause, on the condition that the difference between the salary in his new class of employment and the salary he received before his demotion be made up by a lump sum which is spread and paid over a maximum period of two (2) years after the demotion; such a lump sum shall be reduced as the employee's salary rate progresses.

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

The lump sums paid under this clause shall be spread over each of the employee's pays.

**6-2.19**

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

**6-3.00 SALARY**

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

**Hourly salary scales and rates****6-3.01**

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

**6-3.02**

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

**Overrate or overscale employees****6-3.03**

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

**6-3.04**

If the application of the minimum rate of increase determined in clause 6-3.03 has the effect of placing, on April 1, an employee who was overscale or overrate on the preceding March 31 of the same year at a salary lower than the maximum step of the scale or single salary rate corresponding to his class of employment, the minimum rate of increase is brought to the percentage necessary to permit the employee to reach the step or single salary rate.

**6-3.05**

The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the class of employment of the employee and, on the other hand, the minimum rate of increase established under clauses 6-3.03 and 6-3.04, is paid to him as a lump sum calculated on the basis of his salary rate on March 31.

**6-3.06**

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

**6-4.00 TRAVEL EXPENSES****6-4.01**

An employee who is required to travel within or outside the board's territory in order to perform his duties must be reimbursed for the expenses actually incurred for this purpose upon presentation of supporting vouchers and according to the norms established by the board.

**6-4.02**

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

**6-4.03**

An employee who uses his car shall be entitled to a reimbursement which shall take into account the extra premium required in clause 6-4.07 at the rate set by the board.

**6-4.04**

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

**6-4.05**

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

**6-4.06**

The board cannot oblige an employee to transport material or equipment which could damage or cause premature wear to his vehicle.

**6-4.07**

Travelling time in the service of the board must be considered as work time if the employee travels, the same day, with the authorization of the board, from one workplace to another within the territory of the board.

**6-4.08**

The employee who uses his automobile must provide proof that his insurance policy category is "pleasure and occasional business" or "pleasure and business" and that his public liability coverage is at least one million dollars (\$1 000 000) for damages to another's property.

**6-5.00 PREMIUMS**

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

- premiums and allowances expressed as a percentage of salary;
- premiums and allowances that were not increased when the latest clauses were negotiated and agreed upon at the provincial level.

**6-5.01 Evening shift premium**

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

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

This premium does not apply to overtime.

**Night shift premium**

The employee for whom half or more of the regular working hours are between 24:00 and 07:00 shall receive an hourly premium for each hour of work in his regular day according to the rate in effect:

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

This premium does not apply to overtime.

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

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

- 11% equals 22.6 days;
- 12% equals 24 days;
- 14% equals 28 days.

**6-5.02 Day care service split shift premium**

An employee who must interrupt his work for a period exceeding the time scheduled for his meal or more than once a day shall receive a premium for each day thus worked, based on the rate in effect:

	<b>Rate until 2006-03-31</b>	<b>Rate 2006-04-01 to 2007-03-31</b>	<b>Rate 2007-04-01 to 2008-03-31</b>	<b>Rate 2008-04-01 to 2009-03-31</b>	<b>Rate as of 2009-04-01</b>
Split shift premium (day care service)	\$3.22/day	\$3.28/day	\$3.35/day	\$3.42/day	\$3.49/day

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



## 6-5.03

**Premium for additional responsibility**

- a) The employee who is a stationary engineer and who principally and customarily supervises the installation of a combination of boilers and refrigeration equipment located in the same area and who possesses the two (2) required certificates, the heating/steam engine certificate and the refrigeration equipment certificate, shall receive, in addition to the salary rate prescribed for his class of employment, a salary supplement according to the rate in effect:

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

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

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

- c) The employee who is a welder and who possesses a certificate of competency in "high pressure welding" issued by the Ministère de la Solidarité sociale (Emploi Québec) shall receive, when he is required to work in this capacity, in addition to the salary rate prescribed for his class of employment and for each hour thus worked, an hourly premium according to the rate in effect:

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

- d) Lead hand premium

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

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

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

**6-5.04 Living quarters**

When, on the date of the signing of the former collective agreement, living quarters were occupied by an employee in a building belonging to the board and if the employee has continued to occupy the same position between the date of the signing of the former collective agreement and the date of the coming into force of the agreement, he shall be entitled to the same benefits as in the past for as long as he continues to occupy the same position.

However, the board may apply a rate of increase to the rent payable by the said employee equal to the increase in salary granted to the employee under the agreement for the period concerned.

#### **6-5.05 Verification of furnaces**

The board may request, subject to the provisions of clause 8-3.04, that a nonresident employee verify furnaces on Saturdays, Sundays and paid legal holidays. The employee shall receive for each verification an indemnity according to the rate in effect:

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

#### **6-5.06**

Notwithstanding the foregoing, the indemnity shall not be paid if an employee is at school for any activity involving a salary prescribed in the agreement (loan and rental of rooms or halls, overtime). The remuneration must be at least equal to that prescribed in clause 6-5.05.

#### **6-5.07**

If an employee is absent because of illness or has a day off with salary the preceding working day, he may carry out the verification if he notifies his immediate superior before noon the preceding working day.

#### **6-5.08**

The board and the union may agree on different terms and conditions; failing an agreement, the provisions of clauses 6-5.05 to 6-5.07 apply.

### **6-6.00 LOAN AND RENTAL OF ROOMS OR HALLS**

#### **6-6.01**

Within one hundred and twenty (120) days of the date of the coming into force of the agreement, the union shall choose for the term of the agreement one of the plans described hereinafter. Nevertheless, the board and the union may agree to extend the time limit. If the union fails to choose one of the plans described hereinafter within the time limits prescribed in this clause, it shall be considered as having chosen Plan II subject to the provisions of clause 6-6.05.

#### **Plan I**

#### **6-6.02**

If, in the rental of rooms or halls, the lessee bears rental costs for the use of such rooms or halls in the evening, on the weekend or during a paid legal holiday, the board shall be required to assign to such activity the caretaker who works on a regular day shift and who possesses the most seniority in the building. If the maintenance work is carried out during this shift by a maintenance employee other than a caretaker, the board shall assign the other employee according to seniority. The remuneration provided for such an activity outside of the regular schedule of the employee concerned shall be equal to the single hourly rate applicable to that employee.

The board and the union may agree on terms and conditions that apply when the caretaker or maintenance employee concerned is absent or when he refuses to perform the work thus offered.

The preceding provisions do not apply if the rooms or halls are used by a municipality under an agreement confirmed in writing between the board and the municipality (except in the case of an ad hoc rental of rooms or halls by the municipality for an evening, weekend or paid legal holiday activity) or if the rooms or halls are used for the purposes of student sociocultural or sports activities.

The board shall provide the union with a list of agreements signed with the municipalities specifying the locality where they apply, their respective duration and the nature of the services exchanged. It shall also forward to the union the calendar of regular activities specified in the agreements.

However, if under this plan the board is not required to assign an employee, the provisions of clause 8-3.05 shall apply to the employee who looks after, at the specific request of the board, in addition to or outside the hours prescribed in his schedule, the preparation, cleaning and supervision of the rooms or halls.

## Plan II

### 6-6.03

The employee who accepts, at the specific request of the board, to carry out a loan or rental of rooms or halls outside of his regular working hours shall benefit from the provisions of clause 8-3.05. However, the board shall not be required to offer him the loan or rental of rooms or halls.

### 6-6.04

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

### 6-6.05

If under a former agreement, the board and the union have agreed on a plan for the loan and rental of rooms or halls other than those prescribed in this article, such a plan shall be maintained unless there is an agreement to the contrary.

### 6-6.06

Within the context of the plans for the loan and rental of rooms or halls, the board and the union may agree that when the halls or rooms are used, including when they are used by a municipality as provided for in clause 6-6.02, the employee who is assigned thereto shall be remunerated in the following manner:

- for the opening and closing of the school and the rooms used:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$18.75	\$19.13	\$19.51	\$19.90	\$20.30

- for the opening and closing of the school and rooms used as well as for a perfunctory cleaning of the rooms:

Rate until 2006-03-31	Rate 2006-04-01 to 2007-03-31	Rate 2007-04-01 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
\$30.46	\$31.07	\$31.69	\$32.32	\$32.97

However, under this agreement, the provisions of clause 8-3.05 cannot apply.

## **6-7.00 PAYMENT OF SALARY**

### **6-7.01**

Employees shall be paid in a confidential manner by direct deposit every second Thursday. If a Thursday falls on a paid legal holiday, employees shall be paid on the preceding working day.

If an employee does not receive his pay on the date foreseen due to an error stemming from a problem related to the direct deposit system, the board shall take without delay the measures necessary to pay the amounts owing.

### **6-7.02**

The pay slip must notably contain the following information:

- a) name of the board;
- b) employee's surname and given name;
- c) employee's class of employment;
- d) date of payment and period concerned;
- e) number of hours paid at the regular rate and the hourly rate;
- f) number of hours paid at the overtime rate and rate applicable;
- g) nature and amount of premiums, indemnities or allowances paid;
- h) union dues;
- i) income tax deductions;
- j) contributions to the local or provincial pension fund, where applicable;
- k) contributions to the Québec Pension Plan;
- l) employment insurance contributions;
- m) deductions for a credit union or savings institution and/or the Fonds de solidarité des travailleurs du Québec, where applicable;
- n) gross salary and net salary;
- o) total accumulation of his earnings and of certain deductions and any other information as long as it was provided by the board on the date of the coming into force of the agreement.

### **6-7.03**

The board shall inform the union and the employee concerned simultaneously of any cuts in salary or deductions relating to the application of the agreement.

Before claiming the amounts paid in excess to an employee, the board shall reach an agreement with the employee and the union regarding the method of reimbursement. Failing an agreement, the board shall determine the terms and conditions of reimbursement which may include a deduction from the employee's pay. The terms and conditions must not cause an employee to reimburse more than ten percent (10%) of his gross salary per pay.

### **6-7.04**

On the day of an employee's departure, the board shall give him a signed statement of the amounts owing in salary and in fringe benefits as well as any amount that the employee owes the board.

Where applicable, as a result of the application of the preceding paragraph, the board shall pay, during the pay period following his departure, the amounts owing in salary and fringe benefits reduced by any amount the employee owes.

If, however, within five (5) days of receiving the statement mentioned in the first paragraph, the employee files a grievance to contest the amount owing, the amount shall not be recovered until the grievance is resolved provided that the employee made a written request. Once the grievance is resolved, the employee must reimburse the amount owing, where applicable.

#### **6-7.05**

The board shall inform the employee in writing of the amount collected in his name from the Commission de la santé et de la sécurité du travail.

**CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT****7-1.00 MOVEMENT OF PERSONNEL****Section I General provisions****7-1.01**

In addition to the provisions of this section, only the provisions of this article which are specifically identified apply to employees working in the special education sector, to those working in a day care service and to those covered by articles 10-1.00 and 10-2.00.

**7-1.02**

In the context of the application of the provisions of this article, an employee must have the required qualifications and meet the other requirements determined by the board.

**7-1.03**

When this article provides for the filling of a position or an increase in workload by resorting to the priority of employment list, the board shall use the priority of employment list of the class of employment concerned.

**7-1.04**

Before proceeding with an administrative reorganization, the board must submit its proposal to the Labour Relations Committee. In this context, the board and the union may agree on particular rules for the movement of personnel concerning the reorganization. Failing an agreement, the provisions of this chapter apply.

**7-1.05**

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

At the end of the assignment, the employee shall return to his regular position under the conditions and with the rights he had before his temporary assignment.

**7-1.06**

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

**7-1.07**

If, at any time during the adaptation period of sixty (60) days actually worked following any promotion, the board determines that the employee does not perform his duties adequately, it shall notify the union and shall return the employee to his former position. In the case of arbitration, the burden of proof rests with the board. A promoted employee may decide to return to his former position within twenty (20) days actually worked of his assignment or accept a temporary assignment until the next security of employment procedure.

The application of the preceding paragraph, if need be, shall cancel every movement of personnel resulting from the said promotion.

Notwithstanding the provisions of clause 7-1.17, the board may post a position upon the expiry of the time limits prescribed in this clause.

If an employee returns to his former position by the application of the provisions of this clause, he shall not be entitled to the salary protection granted for a demotion. The same applies to the other employees whom the board returned to their former positions.

The application of this clause shall cancel, if need be, all reassignments and relocations of surplus employees resulting from the said promotion. In such a case, the employee shall again be placed in surplus as if the reassignment or relocation had never taken place.

#### **7-1.08**

An employee regularly assigned to a position shall receive the title and the salary specified for the position as of his assignment.

#### **7-1.09**

The board and the union may agree that the transfer of an employee shall constitute a preliminary step in the application of clause 7-1.19 and, in this context, the order described in the clause concerned shall be adjusted accordingly.

#### **7-1.10**

With the union's agreement, the board may transfer an employee from one position to another, regardless of the procedure prescribed in clause 7-1.19. The transfer may not have the effect of displacing the employee concerned more than fifty (50) kilometres from his usual place of work<sup>1</sup>.

#### **7-1.11**

For the sole purposes of applying the provisions of articles 7-1.00 and 7-3.00, the classes of employment of caretaker and night caretaker shall be subdivided into two (2) classes each, namely:

- the class of less than 9 275 m<sup>2</sup> and
- the class of 9 275 m<sup>2</sup> or more.

### **Priority of employment lists**

#### **7-1.12**

A person's name may be registered on an initial priority of employment list, provided that he meets the following three (3) conditions:

- a) he must have worked as a temporary employee in a class of employment<sup>2</sup> for at least four (4) months on a full-time basis or the equivalent during the twelve (12) preceding months;
- b) he must have the qualifications required by the class of employment;
- c) the board must deem it appropriate to register his name on a priority list.

#### **7-1.13**

A temporary employee who has started a position under these provisions cannot request another position that became available even if it is more advantageous.

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<sup>1</sup> However, the transfer may have the effect of displacing the employee more than fifty (50) kilometres from his usual place of work if it involves a displacement within fifty (50) kilometres from the employee's domicile.

<sup>2</sup> Read subcategory of maintenance and service positions for the classes of employment of that subcategory.

**7-1.14**

An employee's name may be struck from a priority of employment list for one of the following reasons:

- a) the third refusal of an employment offer in the same year, except for one of the following reasons:
  - a maternity leave, a paternity leave or an adoption leave;
  - a disability or a work accident within the meaning of the agreement;
  - any other reason agreed between the board and the union;
- b) failing to report to work on the date agreed between the employee and the employer without a reason deemed valid by the board;
- c) obtaining a full-time position;
- d) the fact that an employee did not work at the board during the last twenty-four (24) months;
- e) the fact that an employee received more than one negative evaluation over an eighteen (18)-month period. Only the abusive nature of an evaluation may be the subject of a grievance;
- f) any other reason agreed by the board and the union.

**7-1.15**

The priority of employment lists shall be updated on the basis of the duration of employment accumulated on June 30 of every year. A copy shall be posted in the institutions and one shall be sent to the union before August 31. The posted priority of employment list becomes official forty-five (45) days after it is received by the union.

During that period, a temporary employee may contest his duration of employment.

**7-1.16**

A priority of employment list shall be prepared by class of employment for the category of technical support and administrative support and a list shall be prepared by class of employment<sup>1</sup> for the category of labour support.

A local arrangement may be concluded to replace or modify clauses 7-1.12 to 7-1.16.

**Section II    General sector****Filling a newly created or permanently vacant position****7-1.17**

When a position becomes vacant, the board shall have a thirty (30)-day period in which to decide whether to abolish or to modify the position. In the event of the abolition or modification, the board shall inform the union of its decision within fifteen (15) days.

When the abolition has the effect of causing an employee to principally and customarily perform duties which correspond to a class of employment different from his own, this must be the subject of a written agreement between the board and the union.

Failing an agreement, the employee shall be entitled to submit a grievance according to the usual procedure. However, in the event of arbitration, clause 6-1.15 shall apply and the arbitrator shall carry out the mandate granted under clauses 6-1.03, 6-1.08 and 6-1.09.

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<sup>1</sup> Read subcategory of maintenance and service positions for the classes of employment of that subcategory.



**7-1.18**

When the board decides to fill a newly created or permanently vacant position, it shall proceed according to the sequence prescribed in clause 7-1.19 and, if need be, shall post the position for an effective period of seven (7) working days. The posting shall be addressed to all employees and a copy shall be forwarded to the union. The board may also, if need be, convene an assignment session during which positions that are vacant or that become vacant during the session are filled.

Notwithstanding the foregoing,

- a) the board may decide to temporarily fill a newly created or a position that became vacant between the first day of class and the end of December. However, the positions not permanently filled during that period shall be offered in January during a group posting or assignment session;
- b) in order to create a pool of vacant positions to facilitate the security of employment process prescribed in article 7-3.00, the board may decide to temporarily fill a newly created or permanently vacant position as of January 1. However, the board may also decide to permanently fill or to abolish it on the following July 1;
- c) on the other hand, the board may postpone the posting of any permanently vacant or newly created position following the application of the general security of employment procedure and prior to the first day of class. Where applicable, it shall proceed with a single posting on a date that it determines, which date must be before the first day of class and shall fill the positions according to the sequence prescribed in clause 7-1.19. The board may also conduct an assignment session.

**7-1.19**

When the board decides to fill a newly created or permanently vacant position, it shall proceed as follows:

**1) Part-time position**

When the board decides to fill a vacant or newly created part-time position, covered by the agreement, it shall proceed by posting under subparagraph c) of paragraph 2) of this clause or failing this, under subparagraphs d), g) and h) of paragraph 2).

**2) Full-time position**

When the board decides to fill a full-time position, covered by the agreement, it shall proceed in the following manner:

- a) it shall fill the position by choosing from among the tenured regular employees in surplus in the same class of employment, from among the other employees in surplus in the same class of employment and not covered by the agreement and from among the tenured regular employees benefiting from a right to return to that class of employment under clause 7-3.19.

The employee who obtains the position to be filled shall receive, where applicable, the compensation prescribed in clause 7-3.19.

If more than one employee has the required qualifications and meets the other requirements determined by the board to fill the position, the board shall proceed according to seniority;

- b) failing to fill the position under subparagraph a), it shall fill the position by choosing, regardless of the class of employment, from among the regular employees in surplus and the other support staff employees in surplus in its employ not covered by the agreement. However, the movement of personnel cannot constitute a promotion.

Where applicable, when the employee fills a position which is a demotion for him, he shall maintain the salary of the class of employment held immediately prior to the movement, as long as he does not obtain a position in his former class of employment, in accordance with the provisions of this chapter. His salary shall evolve normally in accordance with the provisions of Chapter 6-0.00.

The employee who obtains the position to be filled shall receive, where applicable, the compensation prescribed in clause 7-3.19 according to the terms and conditions and for the duration prescribed.

If more than employee has the required qualifications and meets the other requirements determined by the board to fill the position, the board shall proceed according to seniority;

- c) failing to fill the position under subparagraph b), the board shall fill the position by choosing from among the regular employees who applied when the position was posted.

If more than one employee has the required qualifications and meets the other requirements determined by the board to fill the position, the board shall proceed according to seniority;

- d) failing to fill the position under subparagraph c), the board shall fill the position by choosing, according to seniority, from among the regular employees laid off who completed two (2) years of active service with the board and who have applied.

However, this priority shall only apply for a period of twenty-four (24) months after the layoff;

- e) failing to fill the position under subparagraph d), the board shall fill the position by choosing from among the persons registered on the priority of employment list<sup>1</sup> of the class of employment<sup>2</sup> of the position to be filled and the employees covered by Chapter 10-0.00 who completed four (4) months of service or more and who have applied. The board shall proceed according to duration of employment or seniority, as the case may be;
- f) failing to fill the position under subparagraph e), the board shall address the Provincial Relocation Bureau which may refer a support employee in surplus from another school board for whom it would not constitute a promotion;
- g) failing to fill the position under subparagraph f), the board shall fill the position by choosing from among the persons in surplus from among the management staff;
- h) failing to fill the position under subparagraph g), the board shall fill the position by choosing from among the employees not registered on the priority of employment list who have applied;
- i) failing to fill the position under subparagraph h), the board shall offer the position to any other person.

As an exception, when a laid-off regular employee, who has filled a part-time position prior to his layoff, obtains a full-time position, the period of active service during which the employee held a part-time position with the board shall be recognized for the purposes of acquiring tenure.

The same applies to subparagraph c) for an employee who has a part-time position and who obtains a full-time position, but such recognition cannot have effect prior to the end of the adaptation period prescribed in clause 7-1.07.

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<sup>1</sup> The regular employee laid off with less than two (2) years of active service with the board is registered on the priority of employment list provided he meets the conditions prescribed on that list. Exceptionally, his seniority shall be taken into account in relation to the duration of employment for the purposes of applying subparagraph e).

<sup>2</sup> Read subcategory of maintenance and service positions for the classes of employment of that subcategory.

Employees covered by subparagraphs e) and h) of this clause, except for the temporary employee, who are unable to keep their position during the probationary period, shall remain employees covered by the provisions of article 10-1.00 or 10-2.00, as the case may be, without loss of rights; in this context, the employee returns to his former position or layoff, as the case may be, which entails the cancellation of any movement of personnel resulting from a position obtained under this clause, the foregoing subject to the provisions of article 10-1.00 or 10-2.00.

#### **7-1.20**

The posting referred to in subparagraph c) of paragraph 2) of clause 7-1.19 includes, among other things, a summary description of the position, an indication of whether the position is full-time or part-time, the immediate superior's title, a summary of the work schedule, the class of employment, the salary scale or rate, the required qualifications and the other requirements determined by the board, the duration of the regular workweek, the name of the office, department, school or centre, the deadline for submitting application forms as well as the name of the person in charge to whom application forms must be forwarded.

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

In all cases where the board determines requirements other than those prescribed in the Classification Plan, those requirements must be related to the position to be filled.

However, the knowledge of a particular version of a software from a supplier or a software exclusive to the education network cannot be part of the other requirements determined by the board.

Within twenty (20) working days of the end of the posting, the board shall forward to the union the name of the applicant selected, the names of all applicants and their seniority or duration of employment. Moreover, within thirty (30) working days of the end of the posting, the board shall assign the selected applicant.

#### **7-1.21**

The board may continue to compile eligibility lists for certain classes of employment according to the terms and conditions prescribed in previous agreements. With the agreement of the union, the board may modify the terms and conditions and compile those lists.

#### **7-1.22**

Notwithstanding the provisions of subparagraph c) of paragraph 2) of clause 7-1.19, failing sufficient schooling, relevant experience shall compensate at a ratio of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the years of relevant experience to a candidate's credit must remain sufficient in order to meet the qualifications required for the class of employment in terms of experience. This exception applies to the categories of administrative support positions, the subcategory of paratechnical support positions and the category of labour support positions. However, the employees who already belong to the job categories and subcategories mentioned above as well as to the subcategory of technical support positions on the date of the coming into force of the agreement shall be considered as having the required qualifications in terms of the field of specialization of the class of employment held.

### **Filling a temporarily vacant position, an increase in workload or a special project**

#### **7-1.23**

When the board decides to fill a temporarily vacant position, an increase in workload or to assign a person to a special project, it shall proceed in the following manner if the predetermined duration is twenty-one (21) working days or more:

- a) the board may call upon an employee in surplus whom it deems able to perform the work; however, the movement cannot constitute a promotion;

- b) failing this, and subject to clause 7-2.04, the board may call upon an employee covered by clauses 5-3.31 and 7-4.05 or an employee who could be assigned temporarily under a law;
- c) failing this, it shall offer it to the employee in the same administrative unit who can add hours to his work schedule without causing a conflict in his schedule and without exceeding the regular workday or workweek prescribed in clauses 8-2.01 and 8-2.02. The additional hours shall not have the effect of modifying the employee's status or position;
- d) failing this, it shall offer it to an employee in the same administrative unit for whom such an assignment constitutes a transfer involving an increased number of working hours or a promotion;
- e) failing this, it shall offer it based on the duration of employment to an employee registered on the priority of employment list of the class of employment<sup>1</sup> required;
- f) failing this, it shall offer it to any other person.

In the context of paragraph e), the laid-off regular employee registered on a priority of employment list shall not acquire active service for the purposes of acquiring tenure.

Notwithstanding the foregoing, if, during the period following the application of the provisions relating to security of employment and the first day of class, the board has temporarily vacant positions of a predetermined duration corresponding to the school year or longer, it shall offer the positions to part-time employees in addition to their position or as a promotion to any other employee in the context of a posting or assignment session prescribed for that period in clause 7-1.18.

However, in the case of special projects the duration of which covers at least the school year, the board shall offer them first to employees in the administrative unit concerned for whom such an assignment would be a transfer or a promotion.

### **Section III Special education sector**

#### **Filling a newly created or permanently vacant position**

##### **7-1.24**

The positions that remained vacant at the end of the security of employment procedure prescribed in article 7-3.00 shall be filled by group posting prior to the first day of class under clause 7-1.19.

Any newly created position or any position that becomes permanently vacant after the first day of class shall be filled temporarily under clause 7-1.23.

##### **7-1.25**

Notwithstanding the foregoing, after applying the provisions relating to security of employment and to the filling of vacant positions under clause 7-3.23, the board may, before November 1, add hours to a position and temporarily fill any newly created position when the change in the organization of work derives from one of the following situations:

- a) in accordance with the provisions of the Special Education Policy and the complementary services programs:
  - a change concerning the total or partial integration of a student into a regular or special class;
  - a change or the implementation of support services designed to meet the needs of students with handicaps, social maladjustments or learning disabilities;

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<sup>1</sup> Read subcategory of maintenance and service positions for the classes of employment in that subcategory.

- a change or the implementation of a preventive measure for students in particularly vulnerable situations even if they are not identified;
- b) a change in the transportation of students with handicaps, social maladjustments or learning disabilities;
- c) the arrival of a new student in the establishment requiring a measure prescribed in paragraph a);
- d) any other reason agreed upon the board and the union.

#### **Filling a temporarily vacant position, an increase in workload or a special project**

##### **7-1.26**

When the board decides to fill a temporarily vacant position, to fill an increase in workload or assign a person to a special project, it shall proceed according to clause 7-1.23 if the predetermined duration is twenty-one (21) working days or more.

Following the assignment session or job postings, the board shall offer the temporarily vacant positions foreseen until the end of the school year to all regular employees and, subsequently, to persons registered on the priority of employment list.

#### **Section IV Day care service**

#### **Filling a newly created or permanently vacant position**

##### **7-1.27**

Any newly created position or any position that becomes permanently vacant during the year shall be filled temporarily according to the provisions of clause 7-1.28 until the application of the procedure prescribed in clauses 7-3.31 to 7-3.33.

#### **Filling a temporarily vacant position, an increase in workload or an addition of hours**

##### **A2 7-1.28**

When the board decides to fill a temporarily vacant position, an increase in workload or an addition of hours of a predetermined duration of five (5) working days or more, it shall proceed as follows:

- a) notwithstanding the provisions of clause 7-2.04 and subject to the provisions of clause 7-3.17, it shall assign an employee in surplus in its employ;
- b) failing this and subject to the provisions of clause 7-2.04, it shall assign an employee covered by clauses 7-4.04 and 5-3.31 or an employee who could be assigned temporarily under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001);
- c) failing this, in the case of a day care service educator, it shall offer, by blocks of hours<sup>1</sup>, to the employee in the same day care service who is able to add the hours to his work schedule without causing a conflict in his schedule and without exceeding the regular workday or workweek prescribed in clause 8-2.01. Adding hours cannot have the effect of changing the employee's status or position;

failing this, in the case of a day care service technician, it shall offer, according to seniority, the position as a promotion to an employee in the same day care service who has the required qualifications and meets the other requirements determined by the board, without changing the employee's status or position;

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<sup>1</sup> A block of hours means any working hours, on a daily basis, during which the service is open, morning, noon and afternoon.

- d) failing this, the board shall offer the position to persons registered on the priority of employment list.

**A2 7-1.29**

When the board adds hours during a pedagogical day, an outing or during the spring break week, it shall offer, according to seniority or duration of employment, the hours according to the following sequence to:

- a) the employee concerned in the day care service;
- b) another employee in the day care service;
- c) another employee in the school. Adding hours cannot have the effect of exceeding the regular workday or workweek prescribed in clauses 8-2.01 and 8-2.02 nor cause a schedule conflict;
- d) any other person.

**7-2.00 TEMPORARY LAYOFF****7-2.01**

The regular employee who must be temporarily laid off shall not benefit from the provisions of article 7-3.00. However, if he is laid off or placed in surplus following the permanent abolition of his position, he shall benefit from the provisions of article 7-3.00.

**7-2.02**

Moreover, if a position of a twelve (12)-month duration becomes a position of less than twelve (12) months, the employee concerned shall be entitled to one of the following choices upon a written request to the board within ten (10) days of receiving the notice mentioned in clause 7-2.03:

- a) the application of the provisions of article 7-3.00;
- b) a temporary assignment to other duties in keeping with his qualifications and experience. The temporary assignment shall be decided upon by the board but must not entail a decrease in salary for the employee concerned or an assignment at more than fifty (50) kilometres from his usual place of work<sup>1</sup> or a reduction in his working hours. The temporary assignment shall be valid only for the period during which he would be laid off temporarily;
- c) a temporary layoff according to the provisions of clause 7-2.03.

Failing a notice from the employee concerned within the time limit allotted, the employee, if he is nontenured, shall be considered as having chosen to be laid off temporarily under clause 7-2.03. If he is tenured, he shall be considered as having chosen the application of the provisions of article 7-3.00.

The employee who avails himself of the choice provided for in subparagraph b) of this clause is deemed to have made this choice until such time as the board applies the provisions of article 7-3.00.

**7-2.03**

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

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<sup>1</sup> However, the assignment may have the effect of displacing the employee more than fifty (50) kilometres from his usual place of work if it involves a displacement within fifty (50) kilometres from the employee's domicile.

In the case of cafeteria and day care service personnel, the temporary layoff period cannot exceed the period between May 15 of one fiscal year and September 15 of the following fiscal year. During that period, the board may also reduce the number of hours prescribed in the schedule of the employee working in a day care service.

During the holidays (Christmas and New Year's Day) when the cafeterias are shut down, the employee shall benefit from the following provisions:

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

Moreover, the cafeteria employee who does not have a sufficient number of vacation days to his credit to cover the shutdown period may, upon written request to the board, borrow vacation days from those of the following year. These anticipated vacation days shall be deducted automatically from the vacation days accumulated for the following fiscal year and are recoverable in the event of the employee's departure.

The board shall also establish the order in which the temporary layoffs shall be carried out and, in doing so, if in the same building more than one employee has the same class of employment, the layoffs shall be carried out according to the inverse order of seniority and recalls to work shall be carried out according to seniority.

At least one month before the effective date of the layoff, the board shall inform each of the employees concerned of the date and approximate duration of their layoff and of the provisions of clause 7-2.04. A copy of the notice shall also be sent to the union.

An employee may choose to take his vacation prior to his temporary layoff.

#### **7-2.04**

During the layoff period, any employee laid off temporarily shall have priority to fill any temporarily vacant position and any temporary position other than in a day care service.

In order to benefit from these priorities, the employee must inform the board, in writing, of his intention to accept such a position that might be offered to him within ten (10) working days of receiving the notice mentioned in clause 7-2.03. Moreover, he must have the required qualifications and meet the other requirements determined by the board.

The priorities mentioned in this clause shall be exercised according to the seniority of the employees concerned.

The employee shall receive the salary rate of the position he fills temporarily. However, an employee shall be given priority to fill a temporarily vacant position only after subparagraph b) of clause 7-2.02 is applied.

#### **7-2.05**

Notwithstanding any provision to the contrary, when the board decides to fill a temporary position it may assign an employee in surplus in its employ and the duties entrusted to that employee must be in keeping with his qualifications and the duties of the classes of employment of his category.

#### **7-2.06**

Subject to the provisions concerning movement of personnel and security of employment, it is agreed that an employee shall resume his regular position at the end of the temporary layoff period.

#### **7-2.07**

Furthermore, an employee shall benefit during the temporary layoff period from the life and health insurance plans and shall pay his share of the annual premium during his period of active service. During the temporary layoff period, the premiums required under the long-term salary insurance plan shall not be paid by the employee.

**7-3.00 SECURITY OF EMPLOYMENT****Section I General provisions****7-3.01**

In addition to this section and to sections V, VI and VII, only the provisions of this article which are specifically identified shall apply to employees working in the special education sector and employees working in a day care service.

**7-3.02**

In the context of this article, the employee who displaces another employee or who chooses a position must have the required qualifications and meet the requirements determined by the board. In addition, the employee who displaces another employee must have more seniority than the employee displaced. Also, when more than one employee can exercise a choice, the choice shall be based on seniority.

Unless there is a provision to the contrary, the application of this article cannot result in a promotion. However, the fact that a tenured regular employee benefiting from a right of return under subparagraph d) of clause 7-3.19 displaces an employee in his former class of employment does not constitute a promotion.

The employee whose employment ends or who is laid off shall be registered on the priority of employment list provided he meets the conditions prescribed on that list.

**7-3.03**

For the purposes of applying this chapter, the application of the radius of fifty (50) kilometres shall be understood to mean by road.

**7-3.04**

An employee occupying a part-time position who is reassigned to a full-time position or who displaces an employee occupying a full-time position shall acquire his tenure if he has at least two (2) years of active service. As an exception to the rule for acquiring tenure and in these cases only, active service as a part-time employee shall be counted.

The board shall terminate the employment of a substitute temporary employee who occupies a position concerned during the security of employment procedure.

In the case of uncontrollable circumstances entailing the total or partial closure of an establishment, the board may temporarily reassign an employee affected by the total or partial closure within a fifty (50)-kilometre radius from his place of work until such time as the employee may return to his position or until such time as the position concerned is abolished under this article. However, the board and the union may agree on other terms and conditions.

**General sector****Section II Security of employment of regular employees working in a sector other than the special education sector or in a day care service****7-3.05**

The board shall not be required to abolish a position in the following cases:

- a) the position is transferred to less than five (5) kilometres from the current location;
- b) the position is tied wholly or partially to another department or when there is a change in the superior;
- c) a change in the distribution of working time among the same places of work;



d) another reason agreed upon by the board and the union.

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

#### **7-3.06**

When the board decides to abolish a position, other than a vacant position, it must give the union prior notice of at least forty-five (45) days before the effective date on which the position is abolished.

Subject to the provisions of clause 7-1.17, the board may abolish positions held by regular employees on July 1 of each fiscal year only.

However, the board may, exceptionally, abolish positions held by regular employees on other dates due to uncontrollable circumstances.

The board may assign the duties of the abolished position to other employees. The assignment may neither cause an excessive workload nor endanger the safety or security of employees.

#### **7-3.07**

A regular employee whose position is abolished shall either be reassigned, laid off, placed in surplus or his employment shall be terminated according to the provisions of this article.

The regular employee whose position is abolished shall receive a written notice of at least thirty (30) days before the effective date on which his position is abolished.

### **Security of employment mechanism**

#### **7-3.08**

The board may convene an assignment session during which the positions that are vacant or that become vacant during the assignment session are filled.

A regular employee who is absent due to a reason prescribed in the agreement shall exercise his choice at the time when the security of employment provisions apply, unless it is impossible to reach him. In this case, the choice shall be made according to the terms and conditions determined after agreement between the board and the union.

An employee who holds a twelve (12)-month position cannot be obliged to accept a position of less than twelve (12) months in keeping with the provisions of clauses 7-3.10 to 7-3.17.

#### **7-3.09**

In the context of the application of the security of employment provisions, the board shall create, by class of employment, a bank of vacant positions including positions covered under clause 7-1.17 that it decides to maintain, the newly created positions and the positions in which the incumbents signed a pension application and whose departure is scheduled before August 1.

If the number of vacant positions in the bank is less than the number of persons whose positions are abolished in a class of employment, employees in that class of employment with the least seniority shall be declared excess up to the number of employees whose position is abolished. Their position becomes vacant and shall be added to the bank.

However, if the position of the probationary employee declared excess remains vacant at the end of the security of employment procedure, the probationary employee concerned returns to his position and shall continue his probationary period.

The provisions of this clause shall apply provided that they do not have the effect of placing an employee in surplus.

**7-3.10**

A regular employee whose position is abolished must either:

- a) choose a position from the bank of vacant positions in his class of employment;
- b) displace the least senior employee in his class of employment who holds a position with the same number of hours or a number of hours greater than the number of hours of the position held.

**7-3.11**

A regular employee displaced under clause 7-3.10 b) must:

- a) choose a vacant position from the bank of positions in his class of employment;
- b) failing this, displace the least senior employee in his class of employment who holds a position with the same number of hours or a number of hours greater than the number of hours of the position held.

**7-3.12**

A regular employee declared excess in his class of employment under clause 7-3.09 or a regular employee who was unable to obtain a position under clauses 7-3.10 and 7-3.11 must either:

- a) choose a position from the bank of vacant positions in the class of employment in his category in which the maximum of the salary scale is identical to that of the class of employment he leaves;
- b) displace the least senior employee in the class of employment in his category in which the maximum of the salary scale is identical to the class of employment he leaves.

**7-3.13**

A regular employee displaced under clause 7-3.12 must either:

- a) choose a position from the bank of vacant positions in the class of employment in his category in which the maximum of the salary scale is immediately lower than that of the class of employment he leaves;
- b) displace the least senior employee in the class of employment in his category in which the maximum of the salary scale is immediately lower than that of the class of employment he leaves.

**7-3.14**

A regular employee displaced under subparagraph b) of the preceding clauses 7-3.12 and 7-3.13 must:

- a) choose a position from the bank of vacant positions in his class of employment;
- b) failing this, he must either:
  - 1) choose a position from the bank of vacant positions in the class of employment in his category in which the maximum of the salary scale is identical to the maximum of the salary scale of the class of employment he leaves;
  - 2) displace the least senior employee in the class of employment in his category in which the maximum of the salary scale is identical to that of the class of employment he leaves.

**7-3.15**

The regular employee who was unable to obtain a position under clause 7-3.14 must either:

- a) choose a position from the bank of vacant positions in the class of employment in his category in which the maximum of the salary scale is immediately lower than that of the class of employment he leaves;
- b) displace the least senior employee in the class of employment in his category in which the maximum of the salary scale is immediately lower than that of the class of employment he leaves.

**7-3.16**

The regular employee who was unable to obtain a position under clause 7-3.15 shall exercise the choices prescribed in clauses 7-3.13 and 7-3.15 in the following class of employment in his category in which the maximum of the salary scale is immediately lower, and so on.

**7-3.17**

When a regular employee cannot displace another employee or take a vacant position in his class of employment for one of the following reasons:

- a) he does not have the required qualifications and does not meet the other requirements determined by the board;
- b) he holds a full-time position and the available position is part-time;
- c) the available position is located at more than fifty (50) kilometres according to the rule prescribed in clause 7-3.03;

he displaces the least senior employee in his class of employment who holds a position for which the reasons mentioned above are respected.

**7-3.18**

In the context of this section, the board shall terminate the employment of the probationary employee declared excess or whose position is abolished. In addition, the regular employee who cannot obtain a position following the application of clauses 7-3.10 to 7-3.17 shall be placed in surplus if he is tenured or laid off if he is not tenured.

**Salary protection****7-3.19**

The tenured regular employee reassigned under clauses 7-3.13, 7-3.14 b) and 7-3.15 and the surplus employee reassigned to a position under paragraph a) of clause 7-3.38 shall benefit from the following provisions:

- a) If he is reassigned to a position in his class of employment in which the regular working hours are at least equal to those of the position held when he was reassigned or, as the case may be, placed in surplus, he shall be required to work the number of regular working hours and shall have the work schedule of the position to which he is reassigned and, if necessary, his salary shall be adjusted accordingly.

- b) If, in his board, the employee has no other option but to be reassigned to a full-time position with fewer hours than the position held prior to his reassignment, he shall benefit from the following:
- 1) he shall maintain the salary determined on the basis of the salary rate and the actual number of regular hours applicable immediately prior to assuming the new position until such time as he obtains a position with a number of hours at least equal to the number of hours of the position held prior to his reassignment. In the event of a reassignment, the board shall complete the employee's work schedule;
  - 2) he shall benefit from the right to return to a position with a number of hours at least equal to the number of hours of the position held prior to his reassignment under subparagraph a) of paragraph 2) of clause 7-1.19 or as a result of the application of the provisions of clauses 7-3.13, 7-3.15 and 7-3.16; should the employee refuse to comply with the obligation to accept a position thus offered under the right to return described in paragraph b), he shall lose all the rights conferred on him under this clause and shall be remunerated for the number of hours worked.
- c) If he is reassigned to another school board to a position in his class of employment with a lesser number of regular working hours than the position held when he was reassigned or, as the case may be, placed in surplus, he shall be required to work the number of regular working hours and shall have the work schedule of the position to which he is reassigned and his salary shall be adjusted accordingly. He shall also receive the following compensation:

the difference between the regular weekly salary he was receiving immediately before his reassignment and the regular weekly salary of the position to which he is reassigned shall be offset by a lump sum spread and paid over each of the employee's pays. The lump sum shall be paid until such time as the regular weekly salary he is receiving in the position to which he is reassigned attains the regular weekly salary he was receiving immediately before his reassignment. The lump sum shall be reduced according to the normal progression of the regular weekly salary for the position to which he is reassigned.

- d) If he is reassigned to a position of another class of employment than the one to which he was assigned immediately prior to his reassignment or, as the case may be, his placement in surplus, he shall be assigned the class of employment and the regular working hours and the work schedule of the position to which he is reassigned. However, he shall maintain, for salary purposes only, the class of employment to which he was assigned immediately prior to his reassignment or, as the case may be, his placement in surplus and according to the normal progression of his salary rate.

When the position to which he is reassigned has a lesser number of regular working hours than the position held at the time of his reassignment or, as the case may be, his placement in surplus, he shall then benefit from the provisions of paragraph b) or c) of this clause, as the case may be, by making the necessary changes.

In addition, if the employee is thus reassigned within his board, he shall benefit in his board from a right to return to a vacant or newly created position:

- 1) in the class of employment to which he was assigned immediately prior to his reassignment or, his placement in surplus, as the case may be, and
- 2) with a number of regular working hours at least equal to the number of regular working hours of the position held when he was reassigned or placed in surplus, as the case may be.

The right to return shall be exercised under subparagraph a) of paragraph 2) of clause 7-1.19. Should the employee refuse a position so offered under the right to return described above, he shall lose all the benefits of this paragraph and the provisions related to voluntary demotion shall apply to him.

- e) When, under the provisions of the 1983-1985 collective agreements, an employee had to accept in his board a position with fewer regular working hours than the duration of his regular workweek prior to being placed in surplus, he shall benefit from the provisions of subparagraph 2) of paragraph b) and of paragraph c) of this clause.

**Section III Security of employment of regular employees working in the special education sector****7-3.20**

The procedure for displacing and assigning vacant positions under this section applies to positions in the special education sector only.

**7-3.21**

The board shall draw up the staffing plan and shall carry out any movement of personnel and security of employment before the first day of class.

Notwithstanding the preceding provisions, the board may, however, modify an employee's assignment during the year when an important change in services to be rendered occurs.

**Security of employment of employees working in the special education sector****7-3.22**

Clauses 7-3.23 to 7-3.26 apply concomitantly.

The board may convene an assignment session during which positions that are vacant or that become vacant during the session are filled. The board may also carry out a 7-day group posting.

When the board conducts an assignment session, the employee who is able to choose a position may only do so once.

A regular employee who is absent for one of the reasons prescribed in the agreement shall exercise his option at the time when the security of employment provisions applies, regardless of the time prescribed for his return to work.

The employee who holds a 12-month position cannot be required to accept a position of less than twelve (12) months under clauses 7-3.23 to 7-3.26.

**7-3.23**

The positions shall be filled as follows:

- a) the employee shall retain the position held the previous year if it still exists. However, the position of the employee whose number of hours was increased during the previous year and the number of hours are wholly or partially maintained during the current year shall be considered as a vacant position. In addition, if the employee's position has fewer hours the following year, he shall be offered that position as a priority; he may then accept or refuse it;
- b) the board shall offer the positions that are vacant or that become vacant according to seniority to regular employees in the same class of employment, namely:
  - employees in surplus;
  - employees covered by salary protection;
  - employees who requested a transfer;
  - employees whose position is abolished.

Special education technician and interpreter-technician positions provided for in the staffing plan in the special education sector must include, on a weekly basis, time devoted to the preparation, organization and planning of team meetings and follow-up with parents and with those involved in intervention efforts.

**7-3.24**

- A) The regular employee whose position is abolished must:
- a) choose a vacant position in his class of employment under clause 7-3.23;
  - b) failing this, displace the least senior employee in his class of employment.
- B) The regular employee who was unable to obtain a position under the preceding paragraph A) must:
- a) choose a vacant position in the class of employment in which the maximum of the salary scale is immediately lower than that of the class of employment he leaves;
  - b) failing this, displace the least senior employee in the class of employment of his category in which the maximum of the salary scale is immediately lower than that of the class of employment he leaves.

**7-3.25**

The regular employee displaced under subparagraph b) of paragraph B) of clause 7-3.24 must exercise the options prescribed in paragraph B) of clause 7-3.24 and so on.

**7-3.26**

When a regular employee is unable to displace another employee or take the vacant position in his class of employment for one of the following reasons:

- a) he does not have the required qualifications and does not meet the other requirements determined by the board;
- b) he holds a full-time position and the available position is part-time;
- c) the available position is located at more than fifty (50) kilometres according to the rule prescribed in clause 7-3.03;

the employee shall displace the least senior regular employee in his class of employment who holds a position for which the reasons listed above are respected.

**7-3.27**

The regular employee who is unable to obtain a position following the application of the provisions of this section is placed in surplus if he is tenured or laid off if he is nontenured.

The board shall terminate the employment of the probationary employee when his position is abolished or he is displaced.

**7-3.28**

The positions that are still vacant following the application of the provisions of this section shall be filled in accordance with the provisions of article 7-1.00.

**7-3.29**

The salary protection provisions prescribed in clause 7-3.19 apply to employees in the special education sector.

**Section IV Security of employment of regular employees working in a day care service****7-3.30**

In the context of this section, the procedure for displacing and assigning vacant positions applies to day care service positions only.

The regular employee who is absent for one of the reasons prescribed in the agreement shall exercise his option at the time when the security of employment mechanism applies, regardless of the time prescribed for his return to work.

The board shall terminate the employment of the probationary employee displaced or the employee who has not been recalled.

### **Security of employment procedure applicable to regular employees working in a day care service**

#### **7-3.31**

A day care service position must include, on a weekly basis, time when the students are not present, devoted to the preparation, organization and planning of activities.

Employees shall be assigned as follows:

- A) In August and for a period which could extend until September 20, the board shall recall, based on its needs, the employee in his day care service. It shall assign the employee in his class of employment a position with a number of working hours established on a temporary basis.
- B) No later than September 20, the board shall confirm the number of hours in each position in each day care service. The positions must include the greatest number of hours possible while taking into account the needs of the service, without exceeding the regular workweek prescribed in clause 8-2.01 and must also include, on a weekly basis, time devoted to the planning and preparation of activities.
- C) The board shall offer, by day care service and class of employment, to each employee concerned, positions with the greatest number of hours.

#### **7-3.32**

Following the application of clause 7-3.31:

- A) No later than September 30, the board shall post, in accordance with clause 7-1.19, in all day care services, the list of newly created or permanently vacant positions of day care service technicians.

The board shall choose from among the day care service technicians who have not been recalled and, subsequently, from among the regular day care service educators and technicians who applied.

- B) No later than September 30, the board shall post, under clause 7-1.19, in all day care services, the list of permanently vacant or newly created day care service educator positions.

No later than October 15, the board shall choose from among the regular educators who have not been recalled and the regular educators who have requested a transfer within the time limit determined by the board. To that end, the board may convene an assignment session during which the positions that are vacant or that become vacant during an assignment session shall be filled. The employee who chooses a vacant position shall exercise his option only once.

- C) The employee covered by clause 7-3.36 must:
  - 1) choose a vacant position in his class of employment offered under the preceding paragraphs A) and B), subject to clause 7-3.03. He shall have priority for the position;
  - 2) failing this, displace the least senior full-time nontenured employee in his class of employment if the position of that employee includes a greater number of hours than the position held.

However, the employee in surplus displaces that employee, regardless of the number of hours of the position held.

- D) The employee displaced under subparagraph 2) of paragraph C) shall choose a position in accordance with the preceding paragraphs A) and B). Failing this, the employee shall be laid off.

**7-3.33**

- A) The employee who was unable to obtain a position under clauses 7-3.31 and 7-3.32 shall be laid off if he is nontenured.
- B) The tenured employee who was unable to obtain a full-time position shall be placed in surplus.

**7-3.34**

The positions that are still vacant following the application of clause 7-3.32 shall be filled under clause 7-1.19.

**7-3.35**

The regular employee who has not been recalled in his day care service on September 15 shall be laid off if he is nontenured or laid off if he is tenured. He shall be considered as a regular employee who has not been recalled for the purposes of applying clause 7-3.32.

**Salary protection applicable to tenured employees working in a day care service****7-3.36**

The salary of an employee in surplus or a tenured employee unable to be assigned to a position with the same number of hours or a maximum reduction of ten percent (10%) of the number of hours of his regular workweek of the preceding year shall be protected based on the number of hours of his regular workweek of the preceding year minus ten percent (10%). The protected salary is based on regular workweek of a maximum duration of thirty-five (35) hours. The board may use the services of the employee for the difference between the number of hours of the position held and that for which his salary is protected.

However, the regular workweek of a tenured employee cannot be reduced in such a way as to cause him to lose the status of full-time employee, even if the number of hours are reduced over several years.

Prior to the application of clause 7-1.28, the tenured employee who is covered by salary protection for his number of hours shall be assigned duties to complete his regular workweek.

**Section V Measures designed to reduce the number of employees in surplus****7-3.37****A) Preretirement**

For the purpose of reducing the number of employees placed in surplus, the board shall grant, with the employee's consent or upon his request, a preretirement leave under the following conditions:

- 1) this preretirement leave is a leave of absence with salary for a maximum of one year. During the leave, the employee shall not be entitled to any of the benefits of the agreement other than the life and health insurance plans as well as the complementary plans, provided that he pay at the beginning of the leave the entire amount of the premiums required;
- 2) the preretirement leave shall count as a year of service for purposes of the pension plan covering the employee concerned;



- 3) only an employee who would be entitled to retire at the end of the leave of absence but who would not be entitled to a full pension during the leave is eligible;
- 4) at the end of the leave with salary, the employee shall be considered as having resigned and he shall be pensioned off;
- 5) the leave allows the reduction of the number of tenured employees in surplus.

**B) Severance pay**

The board shall grant severance pay to a tenured regular employee if his resignation allows the reassignment of an employee placed in surplus. Acceptance of severance pay shall entail the employee's loss of tenure.

The board shall also grant severance pay to the tenured regular employee placed in surplus who chooses to resign. The employee in surplus who resigns loses his tenure.

The employee who receives severance pay may not be hired in the education sector during the year which follows that in which he received it. Severance pay may not be granted to an employee who has already received a similar payment from an employer in the education sector.

Severance pay shall equal one month of salary per year of complete service at the time when a tenured employee has resigned from the board. Severance pay shall be limited to a maximum of six (6) months' salary. For purposes of calculating the payment, the salary is the salary the tenured regular employee is receiving at the time when he resigns from the board.

**C) Transfer of tenure**

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

**D) Loan of service**

The board, the employee and a community organization may agree that the board loan the services of a tenured regular employee to a community organization if the measure permits the reduction of the number of employees in surplus. In this case, the parties shall complete and sign the contract contained in Appendix IX. However, the board must inform the union at least ten (10) working days in advance of the name of the employee with whom it intends to sign a contract before signing the contract with an employee and a community organization.

**Section VI Rights and obligations of the employee****7-3.38**

- a) Every employee placed in surplus who is offered a full-time position in his board within a fifty (50)-kilometre radius from the place of work where he was assigned when he was placed in surplus must accept it if he has the qualifications required by the Classification Plan and meets the other requirements determined by the board for the position. He must also accept a position which is so offered even if the position is situated outside of a fifty (50)-kilometre radius from the place of work where he was assigned when he was placed in surplus as long as the position is situated within a fifty (50)-kilometre radius from his domicile at the time he was placed in surplus. Notwithstanding the foregoing, upon the closure of an establishment and in the case where no other establishments exist within a fifty (50)-kilometre radius, the employee in surplus must accept the position offered, regardless of the number of hours, the schedule concerned and the class of employment to which he belongs.

Moreover, any surplus employee in a board who is offered a full-time position with another school board within the geographic area described in the first paragraph must accept it if the position offered is within his class of employment and if he has the qualifications required under the Classification Plan and meets the other requirements determined by the board.

Failure to accept a written offer constitutes for all legal purposes the employee's resignation in which case the employee may not receive the severance pay prescribed in paragraph B) of clause 7-3.37. If an offer is made by another school board, the employee must accept it within seven (7)<sup>1</sup> days.

In the context of this clause, the surplus employee who is reassigned to a position within the board or in another school board shall benefit, as the case may be, from the provisions of clause 7-3.19.

In the context of this clause, the employee who at the time of his placement in surplus held a twelve (12)-month position may not be required to accept a position of less than twelve (12) months.

- b) The employee placed in surplus who accepts to be relocated when such relocation involves his moving and if his future workplace is outside the geographic area described in paragraph a) of this clause shall receive a voluntary mobility premium equal to two (2) months' salary. The premium shall equal four (4) months' salary if he is relocated to a school board under regional offices #01, #08 and #09 mentioned in Appendix XVI.

The preceding provisions also apply to the tenured employee who is not placed in surplus if his relocation outside of the geographic area described in paragraph a) of this clause to another school board allows the reinstatement of an employee already in surplus in the board.

- c) The employee placed in surplus must provide, upon request, all information relevant to his security of employment.
- d) As long as the employee remains in surplus, his salary progresses normally.
- e) When an employee placed in surplus accepts a position with another school board in accordance with this clause, he shall not undergo a probation period.
- f) When a surplus employee of the support staff is relocated according to the provisions of this clause, he shall bring to his new employer his status of regular employee or, as the case may be, his tenure, seniority and bank of nonredeemable sick-leave days<sup>2</sup>.
- g) As long as the employee remains in surplus, he shall be required to perform the duties that the board assigns to him in keeping with his qualifications.
- h) The surplus employee must report for a selection interview at a school board in the education sector if so requested in writing by the Provincial Relocation Bureau and if the interview involves a full-time position in his class of employment.
- i) The date of the signature on the post office receipt of the documents sent by registered mail constitutes prima facie proof to calculate the time limits prescribed in this clause.
- j) The nontenured regular employee who has completed at least one year of active service as a regular employee and who is laid off as a result of the application of the provisions of this article shall remain on the list of the Provincial Relocation Bureau for a maximum period of two (2) years. During that period, he must accept a written offer of employment which could be made to him by his board or by another school board under the same regional office within seven (7) days of the written offer of employment. If the employee does not accept the written offer of employment, his name shall be removed from the lists of the Provincial Relocation Bureau.

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<sup>1</sup> Read twelve (12) days instead of seven (7) if the employee concerned must move as a result of the offer.

<sup>2</sup> Moreover, the board recognizes the regular employee's status or, as the case may be, the tenure, seniority and the nonredeemable sick-leave days of a support employee from another school board referred to the board according to provisions similar to those in this clause in the collective agreement which governs the employee.

- k) The employee relocated as a result of the application of this clause and who must move shall benefit from his school board of origin from the provisions of Appendix II under the conditions stipulated therein, provided that the allowances prescribed under the federal labour mobility program do not apply. Moreover, if an employee is relocated according to the provisions of paragraphs a) and b) of this clause, the employee who must move shall be entitled to:
- 1) a maximum of three (3) working days without loss of salary to cover the search for a dwelling; the three (3)-day maximum shall not include the travelling time there and back;
  - 2) a maximum of three (3) working days without loss of salary to cover the moving and settling into a new dwelling.
- l) The board may, with the consent of the surplus employee, assign him to duties with another employer in the public or parapublic sector.

## **Section VII Obligations of the board**

### **7-3.39**

When the board must proceed with a hiring to fill a vacant full-time position, other than a temporarily vacant position, it shall submit a request to the Provincial Relocation Bureau specifying the class of employment and the requirements of the position to be filled.

Moreover, the board must inform the Provincial Relocation Bureau of the names of the employees whom it is placing in surplus as well as the names of the nontenured regular employees who have completed at least one year of active service and whom it is laying off.

### **7-3.40**

During the fiscal year preceding an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or a restructuring, the board may not abolish a position which would result in one or more layoffs or placements in surplus, as the case may be, of regular or tenured regular employees if the cause of the abolition arises from such amalgamation, annexation or restructuring. However, during the fiscal year preceding that of the amalgamation, annexation or restructuring, the board may not abolish positions which would result in one or more layoffs or placements in surplus if the cause of the abolition results from such amalgamation, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, a new board, an annexing board or a restructured board may abolish positions resulting in one or more layoffs or placements in surplus, as the case may be, of regular or tenured regular employees.

### **7-3.41**

After another school board assumes the responsibility for instruction to children with social maladjustments or learning disabilities or for instruction to students of a given level or option, under the Education Act (R.S.Q., c. I-13.3), the regular employee or the tenured regular employee who would be required to perform most of his work in the other school board shall be required to enter the employ of the other school board.

However, with the consent of the school board which no longer offers the instruction, the regular employee or the tenured regular employee may remain in the employ of the board, provided that no layoff or placement in surplus of regular employees or tenured regular employees occurs because of that consent.

However, as of the anniversary on which the responsibility for the instruction was assumed, the school board which assumed it may proceed with the abolition of positions resulting in one or more layoffs or, as the case may be, with one or more placements in surplus.

**7-3.42**

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

**7-4.00 PARTIAL DISABILITY****7-4.01**

A tenured regular employee who must be laid off as a result of his physical inability to meet the requirements of his current position may, under article 7-1.00, obtain a transfer, demotion or promotion, as the case may be, provided that he meet the requirements of the desired position and that the position be available. He shall then receive the salary provided for his new position.

A regular employee who has suffered an employment injury and who is transferred as a result of a permanent partial disability shall benefit from the provisions of the preceding paragraph.

**7-4.02**

The tenured regular employee who is laid off following the termination of the benefits prescribed in subparagraph 3) of paragraph a) of clause 5-3.31 and of clause 5-3.44 shall be entitled, if he meets the requirements of an available position under clause 7-1.19, to the following provisions:

- a) as of his layoff and up to a period of one year, apply for a position in step c) of paragraph 2) of clause 7-1.19;
- b) as of the expiry of the aforementioned period of one year up to an additional period of one year, benefit from the provisions in step d) of paragraph 2) of clause 7-1.19.

**7-4.03**

As of the date on which the tenured regular employee referred to in clause 7-4.01 is no longer able to meet, on a permanent basis, the requirements of his position, it shall then be considered as permanently vacant, unless the position was abolished under article 7-3.00.

**7-4.04**

The board and the union may agree on another manner in which to attribute a position to an employee suffering from a permanent partial disability or physical disability.

**7-4.05**

The tenured regular employee who suffered an employment injury, who was not reinstated in a position under clause 5-9.15 and who is laid off following the expiry of the time limits prescribed in clause 5-9.18 shall benefit from the provisions of subparagraphs a) and b) of clause 7-4.02. Moreover, during the period prescribed in subparagraph a) of clause 7-4.02, the employee who so requests shall have priority for any temporarily vacant position or any temporary position and shall benefit from the provisions applicable to temporary employees.

Notwithstanding the foregoing, if the layoff follows a two (2)-year period from the date of the beginning of the employment injury, the time limits prescribed in subparagraphs a) and b) of clause 7-4.02 shall be reduced accordingly, as the case may be.

**7-4.06**

The provisions of clauses 7-4.02 and 7-4.05 apply, where applicable, as regards the residual effects to the employees laid off under the relevant provisions of the 2000-2002 collective agreement.

**7-5.00 CONTRACTING OUT****7-5.01**

In keeping with the discussions on the organization of work, the parties recognize the importance of studying alternatives designed to reduce contracting out. The quality of the services, quality of life at work and budgetary constraints must be taken into account in order to attain this objective.

Contracting out must not cause layoffs, placements in surplus or demotions involving a decrease in salary or a reduction of working hours among the regular employees of the board.

**7-5.02**

If the board intends to contract out and that such work is of an ongoing nature and may be performed by employees, it must refer the file to the Labour Relations Committee indicating the reasons supporting its intention as well as the expected date of its decision, which decision must not be made prior to sixty (60) days following the notice.

**7-5.03**

In applying clauses 7-5.01 and 7-5.02, the Labour Relations Committee shall study the reasons given by the board in support of contracting out.

The committee shall review the work process, the organization of working conditions or any other component that it deems appropriate in an attempt to identify alternatives which favour the completion of the work by employees. These alternatives shall be submitted to the board prior to its decision.

The committee shall agree on the information required to carry out the work and on a work schedule.

**7-5.04**

Moreover, in the case where the number of employees placed in surplus in the pertinent classes of employment would allow the termination of a contract of an ongoing nature, the board shall terminate the contract within the legal framework provided for therein so that the board may reassign its employees in surplus as a replacement for the subcontractor.

**7-5.05**

Upon the union's written request, the board shall provide, on an annual basis, a list of ongoing subcontracts related to those classes of employment covered by accreditation.

**CHAPTER 8-0.00 WORKING CONDITIONS****8-1.00 SENIORITY AND DURATION OF EMPLOYMENT****Seniority****8-1.01**

The board shall recognize, for every employee in its employ on the date of the coming into force of the agreement, the seniority it recognized on that date by applying the provisions of article 8-1.00 of the former collective agreement. As of the date on which the agreement comes into force, the board shall recognize the seniority acquired during that period in accordance with the provisions of clauses 8-1.02 to 8-1.12.

**8-1.02**

Seniority corresponds to the period of employment of any regular employee in one of the positions of the classes of employment in the Classification Plan for technical and paratechnical support, administrative support and labour support positions in the employ of the board or boards (institutions) to which this board is the successor and it shall be expressed in years, months and days.

The seniority of an employee who belongs to a group of employees different from the one mentioned above and is integrated into a position belonging to one of the classes of employment of support staff corresponds to his period of employment in the board. However, the seniority cannot be used to integrate an employee into one of the classes of employment in the Classification Plan for technical and paratechnical support, administrative support and labour support positions nor for the purposes of movement of personnel and security of employment.

**8-1.03**

A regular employee shall retain and accumulate his seniority in the following cases:

- a) when he is in active service;
- b) when he is on a leave of absence with salary as provided for in the agreement;
- c) when he is absent from work because of an occupational disease or a work accident;
- d) when he is absent from work because of an accident or illness other than an occupational disease or a work accident for a period not exceeding twenty-four (24) months;
- e) in the other cases where the agreement specifically provides;
- f) when he is on a leave without salary for union activities;
- g) when he is temporarily laid off under article 7-2.00;
- h) when he is on a leave of absence under article 5-4.00;
- i) when he is on a leave of absence without salary for a period of one month or less.

**8-1.04**

A regular employee shall retain his seniority but without accumulating it in the following cases:

- a) when he is on a leave of absence without salary for more than one month, unless the agreement specifically provides otherwise;
- b) when he is laid off for a period not exceeding twenty-four (24) months;
- c) when he is absent from work because of an illness or an accident other than an occupational disease or a work accident for more than twenty-four (24) months.

**8-1.05**

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

- a) when his employment is permanently terminated;
- b) when he is laid off for a period in excess of that mentioned in subparagraph b) of clause 8-1.04. His name shall then be registered on the priority of employment list<sup>1</sup> in the class of employment<sup>1</sup> held on the basis of his seniority;
- c) when he refuses or fails to return to work without a valid reason within the seven (7) days which follow a recall to work by registered letter sent to his last known address.

**8-1.06**

Within sixty (60) days of the date of the coming into force of the agreement, the board shall forward the union the seniority list of employees indicating the name of the employee and his seniority calculated on the date of the coming into force of the agreement.

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

**8-1.07**

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

**8-1.08**

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

**8-1.09**

The posted seniority list shall become official forty-five (45) days after the union receives it, subject to the changes resulting from a grievance submitted before the list becomes official. However, a revision can be requested after the list becomes official but may not have any retroactive effect prior to filing the grievance on action taken by virtue of this list.

**8-1.10**

The procedures prescribed under clauses 8-1.08 and 8-1.09 apply after each updating of the seniority list.

**8-1.11**

When an employee acquires the status of regular employee, the board shall recognize, as seniority, the duration of employment calculated according to the provisions of this article<sup>2</sup>. The board shall inform him in writing of the seniority he has accumulated on that date and shall send a copy to the union at the same time.

**8-1.12**

The seniority of a regular employee in a part-time position shall be prorated based on his regular working hours and shall accumulate in accordance with this article.

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<sup>1</sup> Read subcategory of maintenance and service positions for the classes of employment of this subcategory.

<sup>2</sup> Transitional provisions are found in Appendix XVIII for the duration of employment acquired under the provisions of the 2000-2002 agreement and previous agreements.

**Duration of employment****8-1.13**

As of July 1, 2006, the duration of employment is expressed in years, months and days and corresponds to the time actually worked at the board by a temporary employee or an employee working in the context of article 10-1.00 or 10-2.00.

**8-1.14**

An employee shall retain and accumulate his duration of employment in the following cases:

- a) when he is in active service;
- b) when he is covered by the provisions of clause 5-9.21 concerning work accidents or occupational diseases during a period when he would have normally been in service.

**8-1.15**

An employee shall retain his duration of employment, but without accumulating it in the following cases:

- a) when he benefits from the parental rights provisions prescribed in Appendix VIII for the employees covered by articles 10-1.00 and 10-2.00 and by subparagraph 2) of paragraph b) of clause 2-1.01;
- b) when he has not worked for a period not exceeding twenty-four (24) months.

**8-1.16**

An employee shall lose his duration of employment in the following cases:

- a) when his employment is permanently terminated;
- b) when he has not worked for over twenty-four (24) months;
- c) when his name is struck from the priority of employment list for one of the reasons prescribed in clause 7-1.14.

**8-2.00 WORKWEEK AND WORKING HOURS****Categories of technical and paratechnical support positions and administrative support positions****8-2.01**

The regular workweek shall be comprised of thirty-five (35) hours from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular workday shall be seven (7) hours.

**Category of labour support positions****8-2.02**

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



**8-2.03**

Notwithstanding the provisions of clause 8-2.01 or 8-2.02, for certain classes of employment such as stationary engineer or guard, the regular workweek may be divided differently according to the department's needs, subject to the provisions of clauses 8-2.07 and 8-2.08. It is agreed that any schedule which includes work on Saturday or Sunday shall include two (2) consecutive days off.

**8-2.04**

If the former collective agreement provided for a different number of weekly working hours, the board and the union may agree to maintain the number of hours or to adopt the number of hours prescribed in clause 8-2.01 or 8-2.02, as the case may be, and the work schedule shall be adjusted accordingly. Failing an agreement, the number of working hours in effect shall be maintained, unless maintaining the number of working hours in effect results in the payment of overtime in which case, and notwithstanding the provisions of clause 8-2.08, the board can modify the work schedule and the number of working hours in order to avoid paying overtime rates. However, the provisions of clause 8-2.01 or 8-2.02, as the case may be, shall apply at the time when the union so requests the board in writing.

**8-2.05**

In the case where an employee's weekly working hours differ, the salary scales shall apply in proportion to the regular hours worked in relation to those prescribed in clause 8-2.01 or 8-2.02, as the case may be.

**8-2.06**

An employee shall be entitled to a paid fifteen (15)-minute rest period, per half-day of work, which is to be taken towards the middle of each half-day of work.

For the purposes of applying this clause, a half-workday means a continuous period of at least three (3) hours of work.

The employee shall be entitled to an unpaid period of no less than thirty (30) minutes up to a maximum of ninety (90) minutes for his meal to be taken towards the middle of the workday.

**8-2.07**

The board shall maintain the work schedules in effect on the date of the coming into force of the agreement.

**8-2.08**

The work schedules may be altered after written agreement between the union and the board. However, the board may alter the existing schedules if administrative and<sup>1</sup> pedagogical needs make these changes necessary. In this case, the board shall give the union and the employee concerned a written notice of at least thirty (30) days before implementing the new schedules. Either the employee concerned or the union may, within thirty (30) working days of the sending of the notice, resort to the procedure for settling grievances and arbitration.

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

At the time of arbitration, the burden of proof rests with the board. The arbitrator's mandate shall be to decide whether the changes were necessary; if they were not, the board must return to the former schedules and must pay the employees the overtime rate prescribed in article 8-3.00 for all the hours worked outside their regular schedule.

Unless there is a written agreement to the contrary between the union and the board, no change may cause an employee to work split shifts.

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<sup>1</sup> Read "or" instead of "and" in the case of employees whose work is carried out for the most part outside the schools.

**8-2.09**

If the former collective agreement or a board regulation or resolution in effect in 1978-1979 permitted employees to benefit from a regular workweek involving fewer working hours during the summer, this provision shall be maintained under the same conditions for the term of the agreement.

**8-2.10**

Subject to the provisions of clauses 8-2.01, 8-2.02, 8-2.04 and article 8-3.00, the board and the union may agree on a flexible work schedule for the employees of the same office, department, school or centre.

**A2 8-2.11**

During the year, regular working hours may be added to a position. Adding hours cannot have the effect of exceeding the regular workday or workweek prescribed in clauses 8-2.01 and 8-2.02 nor change the employee's status or position. In the special education sector, hours shall be added, subject to clause 7-1.25.

When the board decides to maintain, wholly or partially, the hours added to a position other than a day care service position for the following fiscal year, the position shall then be considered vacant and it shall be added to the bank of vacant positions prescribed in clause 7-3.09. The employee, incumbent of the position, shall benefit from the application of the security of employment provisions as if his position had been abolished.

**8-2.12**

During the year, the board may reduce the hours of a position, other than a day care service position, for uncontrollable reasons and reassign the employee, on a temporary or regular basis, to other compatible duties for an equivalent duration.

**8-2.13**

In day care services, the board may, during spring break or as of May 15, reduce the hours of a position. During the year, the board may reduce the hours of a position if the number of students has decreased significantly. When the reduction in hours affects more than one employee, the board shall proceed according to the inverse order of seniority or duration of employment. A reduction in hours during spring break may have the effect of not requiring the services of an employee.

**8-2.14**

In a day care service, the work schedule may be determined on an annual basis.

**8-2.15**

In the special education sector, the employee who works with a student shall be reassigned temporarily to other duties compatible with his qualifications and experience in the territory of the board when the student with whom he is working is absent.

When a student with whom an employee is working leaves permanently, the employee shall be reassigned to other temporary duties as prescribed in the preceding paragraph until the date on which the security of employment mechanism prescribed in Section III of article 7-3.00 is applied.

**8-3.00 OVERTIME****A2 8-3.01**

Any work specifically required by the immediate superior and performed by an employee in addition to the hours of his regular workweek or regular workday prescribed in clauses 8-2.01 and 8-2.02 shall be considered as overtime.

Moreover, an employee working in a day care service who is required to work after the day care is closed at the end of the day or during a paid legal holiday shall be considered as overtime.

Notwithstanding the foregoing, in the case of an employee working in a day care service during a week where there is a pedagogical day, an outing or spring break, the provisions of this article apply when the employee works over thirty-five (35) hours per week.

### **8-3.02**

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

### **8-3.03**

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

### **8-3.04**

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

### **8-3.05**

An employee shall receive, as compensation for overtime, a leave of a duration equal to the value of the overtime rate prescribed in clause 8-3.06, provided that there was an agreement between the employee and the board on when the employee will take the time off.

The employee must take his compensation in time within sixty (60) days after the overtime was performed unless a later date was agreed to.

## **A2 8-3.06**

Failing agreement under the preceding provisions, the employee shall be remunerated according to the following terms and conditions:

- a) at the basic hourly rate increased by one half (150%) for all hours worked in addition to the hours of the regular workweek or regular workday prescribed in clauses 8-2.01 and 8-2.02 or during a weekly day off;
- b) at the basic hourly rate increased by one half (150%) for all hours worked during a paid legal holiday prescribed in the agreement in addition to the salary for this paid legal holiday;
- c) at double his hourly rate (200%) for all hours worked on a Sunday or during the second weekly day off.

### **8-3.07**

When an employee is recalled from his home to perform emergency work, he shall be paid, subject to the provisions stipulated in clause 8-3.05, a minimum remuneration equivalent to four (4) hours at his basic hourly rate or at the overtime rate for the hours actually worked, according to the more advantageous calculation.

### **8-3.08**

Overtime shall be paid by the board within a maximum time limit of one month after the employee submits the duly signed claim approved by the board. The board shall provide the forms.

**8-4.00 DISCIPLINARY MEASURES****8-4.01**

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

**8-4.02**

- a) Except in the case of a dismissal based on a moral or criminal issue, all dismissals must be preceded by a meeting between the board, the union and the employee concerned. During the meeting, the board shall indicate to the union and to the employee the reasons for the measure. To this end, the employee must receive a written notice of at least three (3) working days before the meeting specifying the hour and the place where he must report and indicating the reason for the summons as well as the fact that he must be accompanied by a union representative. A copy of the notice shall also be forwarded to the union within the same time limit.

Following the meeting, the board may apply its decision within the ten (10) working days that follow and the notice must be sent to the employee with a copy to the union.

The fact that the union, the employee or both do not attend the meeting duly summoned shall not prevent the board from proceeding with the dismissal.

- b) Before imposing an indefinite suspension on an employee, the board must inform the union delegate or representative of its intention to impose such a measure on the employee. To this end, the union delegate or representative may request a meeting between the board, the employee and the union delegate or representative before the board imposes such a measure.

If such a meeting is requested, it must take place immediately after the board has advised the union delegate or representative of its intention to impose such a measure on the employee.

The fact that a union delegate or representative does not request such a meeting or the fact that a union delegate or representative or the employee does not immediately report for the meeting shall not prevent the board from proceeding with the indefinite suspension.

The fact that the board imposes an indefinite suspension shall not prevent the board from dismissing the employee at a later date under paragraph a) of this clause.

**8-4.03**

Subject to the provisions of clause 8-4.02, in the case where the board decides to summon an employee regarding a disciplinary measure which concerns him, the employee must receive at least a forty-eight (48)-hour written notice specifying the hour and the place where he must report and indicating the reason for the summons as well as the fact that he may be accompanied by a union representative. A copy of the notice shall also be forwarded to the union within the same time limit.

If the disciplinary measure is handed directly to an employee, it shall not constitute a summons as defined in the preceding provisions.

**8-4.04**

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

**8-4.05**

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

However, the employee who is subject to a dismissal or a suspension may, through the union, submit his grievance directly to arbitration, within thirty (30) working days of receiving the notice informing him of his dismissal or suspension, provided that the meeting mentioned in clause 8-4.02 or, as the case may be, clause 8-4.03, has taken place.

**8-4.06**

A suspension shall not interrupt the seniority of the employee concerned. During the absence, the employee shall maintain his contributions to the various contributory plans provided for in the agreement.

**8-4.07**

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

**8-4.08**

The board may invoke an infraction that has been placed in the record and for which a disciplinary measure has been issued only within twelve (12) months of such infraction.

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

Any disciplinary measure that is void shall be withdrawn from the record.

**8-4.09**

No disciplinary measure rescinded by the board or declared unjustified by an arbitration tribunal or by an arbitrator may be invoked against an employee.

**8-4.10**

The parties agree to grant priority when preparing arbitration rolls, first, to cases of dismissal and second, to cases of suspension.

**8-4.11**

Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such a measure or after the board's cognizance of such incident shall be null, void and illegal for the purposes of the agreement. However, in the case of changes to an indefinite suspension, the thirty (30)-day limit shall not apply at the time of the change.

**8-4.12**

In the case of dismissal, if there is an appeal through the grievance procedure, the board shall not pay the employee concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days as long as the grievance has not been settled. The employee shall also continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his credit cover both his contribution and that of the board. Failing this, the employee must pay the full premiums in advance.

**8-4.13**

The time limits and the procedure mentioned in this article shall be compulsory unless there is a written agreement to the contrary. Failure to so comply, the disciplinary measure shall be null, void and illegal for the purposes of the agreement.

**8-5.00 HEALTH AND SAFETY****8-5.01**

The board, with the union's assistance, shall undertake to maintain working conditions that respect the health, safety and physical well-being of employees and eliminate at source conditions that would endanger their health, safety or physical well-being.

**8-5.02**

The board must take, as provided for in the Act and the applicable regulations, the measures necessary to protect the health and ensure the safety and physical well-being of employees and to maintain adequate conditions of health.

**8-5.03**

The board and the union must, through the Labour Relations Committee or a specific committee to this end, discuss problems concerning health, safety and physical well-being. In the cases where, under the former collective agreement, a specific committee had been set up, the committee shall be maintained, unless there is an agreement to the contrary between the board and the union. This committee shall establish its own rules of procedure and shall determine the frequency of meetings.

If there is no specific committee, the union may designate an employee to act as a representative on matters of health and safety. The union must inform the board in writing of the name of the representative within fifteen (15) days of his appointment. After having informed his immediate superior, the representative may be absent from work without loss of salary to attend a meeting of the Labour Relations Committee to discuss health and safety matters.

Should a problem arise, the committee shall meet as soon as possible.

**8-5.04**

An employee shall have the right to refuse to carry out a task if he has good reason to believe it would endanger his health, safety or physical well-being or would expose another person to similar risks.

The refusal shall be exercised in accordance with the Act and regulations respecting occupational health and safety applicable to the board.

**8-5.05**

The board may not layoff or transfer an employee nor may it impose a discriminatory or disciplinary measure on him or any other penalty on the grounds that he exercised the rights conferred on him by this article.

**8-5.06**

A union representative may be absent from work without loss of salary or reimbursement after having informed the board that he will accompany the inspector of the Commission de la santé et de la sécurité du travail on inspection visits and enquiries made following the exercise of the right of refusal or following a complaint made to the Commission de la santé et de la sécurité du travail.

**8-5.07**

An employee who feels that his work endangers his health, safety or physical well-being shall so inform his immediate superior.

A union representative may be absent from work without loss of salary or reimbursement if he is required to meet the employee and the board representative to try to solve the problem before a grievance is filed. In such a case, the union representative may, at the union's choice, be one of the members of the committee mentioned in clause 8-5.03 or a representative who usually acts in this capacity within the context of the meetings mentioned in clause 9-1.03.

**8-5.08**

The board shall provide the union with a copy of all employee accident reports as soon as the accident is brought to its attention as well as a copy of all directives it issues regarding health and safety applicable to the employees.

**8-5.09**

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

**8-6.00 CLOTHING AND UNIFORMS****8-6.01**

The board shall provide its employees, free of charge, with any uniform or special clothing which it requires them to wear.

**8-6.02**

The uniforms or special clothing supplied by the board shall remain its property and may only be replaced upon the return of the old uniform or garment, unless prevented from doing so due to circumstances beyond the employee's control. The board shall decide if a uniform or garment must be replaced.

**8-6.03**

The upkeep of uniforms and special clothing supplied by the board shall be the employee's responsibility except for special clothing such as overalls, smocks and other similar items used exclusively on the premises for working purposes.

**8-6.04**

In the case where the previous collective agreement provided for it, the board shall continue to supply the apparel and uniforms, as well as any other article it supplied, under the conditions specified therein.

**8-7.00 TECHNOLOGICAL CHANGES****8-7.01**

For the purpose of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment and machinery used to produce goods and services and causing the abolition of one or more positions or modifying the duties entrusted to one or more employees or the performance of those duties.

**8-7.02**

The board shall inform in writing the union of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.

**8-7.03**

The notice mentioned in the preceding clause contains the following information:

- a) nature of the change;
- b) school, department or centre concerned;

- c) date foreseen for the implementation;
- d) employee or group of employees concerned.

**8-7.04**

The board and union agree to meet at meetings of the Labour Relations Committee within twenty (20) days of the sending of the notice mentioned in clause 8-7.02; on this occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work and the measures it intends to adopt in order to implement these changes.

The union's refusal to attend the meeting mentioned in this clause or failure to convey its disagreement regarding a technological change cannot prevent the implementation of such a change.

**8-7.05**

The employee whose duties are modified or the performance of which is modified as a result of the implementation of a technological change may avail himself, if need be, of the appropriate training or professional improvement measures, taking into account his skills.

The costs of the training or professional improvement measures shall be borne by the board and must not be deducted from the budget provided for in article 5-7.00.

**8-7.06**

The parties may, by means of a local arrangement, agree on other terms and conditions concerning the implementation of a technological change, particularly concerning the movement of personnel, excluding any movement which could affect the security of employment or the acquisition of tenure.

**8-7.07**

The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement.

**8-8.00 SOFTWARE CHANGES****8-8.01**

The union shall be consulted whenever a change occurs in a particular version of a software from a supplier or a software exclusive to the education sector and requires an employee to undergo training and professional improvement activities. The training and professional improvement activities shall be carried out during working hours.

**8-8.02**

The training or professional improvement costs shall be assumed by the board and must not be deducted from the budget provided for in article 5-7.00, unless the Training and Professional Improvement Committee agrees otherwise. However, the recommendation must be approved by the union.



**CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES AND ARBITRATION****9-1.00 PROCEDURE FOR SETTLING GRIEVANCES**

A joint committee dealing with the grievance and arbitration procedures shall be set up under Appendix XX.

**9-1.01**

Any employee who has a problem concerning his working conditions which may give rise to a grievance must discuss it with his immediate superior in order to attempt to solve it, accompanied if he wishes, by his union representative. However, the fact that the employee has not followed this procedure shall not cause him to lose any rights.

**9-1.02**

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

**9-1.03**

In all cases of grievance, the board and the union shall agree to comply with the following procedure:

**a) Step one**

The employee shall submit his grievance in writing to the authority designated by the board or to the board, if there is no such designation, within the thirty (30) working days of the date of the occurrence of the event that gave rise to the grievance or of his knowledge thereof.

At the written request of the board or of the union, the representatives of both the union and the board must meet to study the grievance within ten (10) working days of its receipt.

However, the fact that this procedure has not been followed shall cause neither the employee nor the union to lose any rights.

In order to participate in such a meeting, three (3) union representatives may be released without loss of salary.

The board shall give its written reply to the union within twenty (20) working days after it receives the grievance and shall forward a copy to the employee.

**b) Step two**

The union may submit the grievance to arbitration within a time limit of fifty (50) working days as of the date on which it was submitted to the board in the first step, which time limit shall include the date on which the grievance was submitted.

The period from July 1 to August 15 shall not be taken into account when calculating the time limits prescribed in this clause.

**9-1.04**

The union may file and submit a grievance on behalf of an employee, a group of employees or all employees. In this case, the union must comply with the procedure described in clause 9-1.03.

**9-1.05**

The time limits referred to in this article shall be compulsory. However, the board and the union may agree, in writing, to extend these time limits.

Failure to comply with the time limits prescribed in this article shall render the grievance null, void and illegal for the purposes of the agreement.

However, the rejection of a grievance cannot as such be considered as an acknowledgement by the union of the board's allegations and may not be invoked as a precedent.

#### **9-1.06**

The statement of the grievance shall contain a summary account of the facts so as to be able to identify the problem raised.

No grievance must be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance. If such an amendment is submitted within the five (5) working days preceding the hearing date, the board shall obtain, upon request, a postponement.

#### **9-1.07**

An employee must in no way be penalized, harassed or disturbed due to his involvement in a grievance.

### **9-2.00 ARBITRATION**

#### **9-2.01**

The union that wishes to submit a grievance to arbitration must, within the time limit prescribed in subparagraph b) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. The notice must contain a copy of the grievance and it must be sent by registered mail.

A copy of the notice must be sent to the board within the time limit prescribed in subparagraph b) of clause 9-1.03. If there is a suspension of postal services, the aforementioned notices shall be sent by telegram and, at the end of this suspension, the union shall forward the aforementioned documents as quickly as possible.

#### **9-2.02**

All grievances submitted to arbitration shall be decided upon by an arbitrator. The tribunal shall be composed of an arbitrator chosen from among the following:

Jean-Guy MÉNARD, chief arbitrator<sup>1</sup>

Rodrigue BLOUIN  
Robert CHOQUETTE  
Gilles FERLAND  
Diane FORTIER

Harvey FRUMKIN  
Gilles LAFLAMME  
Fernand MORIN  
Denis NADEAU  
André SYLVESTRE

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

However, the arbitrator shall proceed with the arbitration assisted by assessors if, when the grievance is entered on the monthly arbitration roll, there is an agreement to this effect among the union representatives, the QESBA and the Ministère.

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<sup>1</sup> Address of the chief arbitrator:

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

**9-2.03**

Subject to the provisions of clause 9-2.02, in the event of an arbitration with assessors, an assessor shall be appointed by the union and another appointed jointly by the QESBA and the Ministère to assist the arbitrator and to represent each party during the hearing of the grievance and the deliberation.

The assessor thus appointed shall be deemed competent to sit, whatever his past or present activities, interests in the litigation or functions in the union, the board or elsewhere.

**9-2.04**

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

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

**9-2.05**

Following the recording of the notice of arbitration mentioned in clause 9-2.01, the records office shall immediately acknowledge receipt to the union and the board. A copy of the acknowledgement, the grievance and the notice of arbitration shall be sent, without delay, to the provincial negotiating union group, the QESBA and the Ministère.

**9-2.06**

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

- a) prepare the monthly arbitration roll;
- b) appoint an arbitrator from the list mentioned in clause 9-2.02;
- c) set the time, date and place of the first arbitration session, taking into account the location from where the grievance is filed.

The records office shall notify the arbitrator, the assessors, if any, the parties concerned, the provincial negotiating union group, the QESBA and the Ministère.

**9-2.07**

For the purposes of applying the provisions of clause 9-2.03, the provincial negotiating union group and the CPNCA shall convey to the records office the name of an assessor of their choice for each arbitration appearing on the monthly arbitration roll within fifteen (15) days of the entering of the case on the arbitration roll.

**9-2.08**

Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, if need be, the parties concerned, the provincial negotiating union group, the QESBA and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if need be.

**9-2.09**

A vacancy on the list of arbitrators shall be filled according to the procedure established for the original appointment.

**9-2.10**

The fact that one of the provincial negotiating parties fails to designate an assessor within the prescribed time shall not have the effect of preventing the arbitrator from proceeding with the hearing of the grievance.

If an assessor is unable to act, the party which designated him shall appoint a replacement. If such a vacancy is not filled before the hearing, the arbitrator may proceed or continue in his absence.

**9-2.11**

The arbitrator shall proceed with all dispatch with the preliminary investigation of the grievance according to the procedure and evidence he deems appropriate.

**9-2.12**

At any time, before the end of the hearings, the provincial negotiating union group, the QESBA and the Ministère may individually or collectively intervene and may make any representation to the arbitrator that they deem appropriate or relevant.

**9-2.13**

The arbitration sessions shall be public. The arbitrator may, however, order the sessions to be held in camera.

**9-2.14**

The arbitrator may deliberate in the absence of an assessor who does not attend after having been duly convened.

**9-2.15**

The arbitrator must render his decision within the sixty (60) days that follow the date on which the grievance is taken under deliberation.

However, the decision shall not be null for the sole reason that it was rendered after the expiry of the said time limit.

Failure to render the decision within the time allotted may, at the request of the QESBA, the Ministère or the provincial negotiating union group, be reason to remove the name of the arbitrator from the list of arbitrators prepared in accordance with the provisions of clause 9-2.02, unless there is a written agreement between the provincial negotiating union group and the CPNCA to extend the time limit.

**9-2.16**

The decision shall state the reasons therefore and the assessors may draft notes which are attached to the decision. The arbitrator shall file the original signed copy of the decision at the records office.

The records office, under the responsibility of the arbitrator concerned, shall forward a copy of the said decision and notes, if any, to the parties involved, the provincial negotiating union group, the QESBA, the Ministère, and shall file two (2) certified copies at the office of the labour commissioner-general.

**9-2.17**

At any time before his final decision, an arbitrator may render any provisional or interlocutory decision which he deems just and useful.

The decision shall be final, executory and shall bind the parties.

**9-2.18**

An arbitrator may not, by his decision on the adjudication of a grievance, subtract from, add to or modify the clauses of the agreement.

**9-2.19**

The arbitrator eventually called upon to decide whether a grievance is well-founded with regard to a disciplinary measure shall have the authority to uphold it, to alter it or to annul it. All compensation must take into account the amounts earned by the said employee during the period in which he should not have been suspended or dismissed.

**9-2.20**

The chief arbitrator shall choose the chief records clerk.

**9-2.21**

- a) The arbitrator's fees and expenses shall be paid by the losing party, except for grievances contesting a dismissal under article 8-4.00.

If a grievance is partially upheld, the arbitrator shall determine the proportion of the costs to be paid by each party.

The fees and expenses of any other third party called upon to resolve the dispute shall be assumed equally by the board and the union.

- b) Paragraph a) shall apply to any grievance filed as of the date on which the agreement came into force. Any grievance filed prior to that date shall continue to be covered by clause 9-2.21 of the 2000-2002 agreement.
- c) The fees of the records office and any fees other than those mentioned in paragraph a) shall be assumed by the Ministère.
- d) The arbitration hearings and deliberations shall take place in rooms provided free of charge.

**9-2.22**

If a party requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party that requested the services. A copy of the transcript of the official stenographic notes shall be forwarded by the stenographer to the party requesting them, at the expense of the latter.

**9-2.23**

The arbitrator shall transmit or otherwise serve any order or document issued by him or by the parties concerned.

**9-2.24**

When an amount of money is allocated to an employee by the arbitrator, the payment of interest at the rate prescribed in the Labour Code may be ordered as of the date on which this amount is due.

**9-3.00 GRIEVANCES AND ARBITRATION DEALING ONLY WITH MATTERS WHICH COULD BE THE SUBJECT OF A LOCAL ARRANGEMENT****9-3.01**

Notwithstanding the provisions of articles 9-1.00 and 9-2.00, the board and union may agree on different terms and conditions for the grievances and arbitrations dealing with one or more matters which were the subject of a local arrangement.

Every such agreement cannot have the effect of allowing an arbitrator to decide on matters other than those prescribed therein.

#### **9-4.00 DISAGREEMENT**

##### **9-4.01**

All disagreements between the parties, other than a grievance within the meaning of the agreement and other than a dispute within the meaning of the Labour Code, which may arise during the term of the agreement shall be referred to the Labour Relations Committee.

**CHAPTER 10-0.00 SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES****10-1.00 EMPLOYEES WORKING EXCLUSIVELY WITHIN THE FRAMEWORK OF ADULT EDUCATION OR VOCATIONAL EDUCATION COURSES****10-1.01**

The clauses of this article and those to which this article refers specifically apply within the framework of adult education or vocational education courses under the jurisdiction of the board:

- a) to employees working in addition to or outside their regular working hours;
- b) to persons who, although not regular employees of the board, are hired by the board to work exclusively therein.

This article does not apply to an employee of the board carrying out work related to the normal operation of an adult education or vocational education centre or subcentre.

Notwithstanding the preceding paragraph, the employee of the board hired because of a temporary increase in the number of admissions to a course not exceeding twenty-four (24) months and the employee hired to carry out work related to a course offered on a temporary basis shall not be considered as carrying out work related to the normal operation of such a centre or subcentre.

However, the employee who has a status of regular employee on the date on which the agreement is signed shall retain such a status and the rights attached thereto.

An employee in surplus may be used as a priority in the context of adult education or vocational education course sessions.

**10-1.02**

- a) This employee shall be remunerated for each hour worked at an hourly rate corresponding to the average rate (arithmetic mean) of the salary scale corresponding to the class of employment attributed to him. If the salary scale provides only a single rate, the employee shall be remunerated at that rate.

The salary rate applicable to him shall be increased by eleven percent (11%) in lieu of all fringe benefits, namely, paid legal holidays, salary insurance benefits and sick-leave days. As regards vacation, the employee shall receive, for each hour worked, an amount equal to eight percent (8%) of the salary received. These amounts shall be paid at each pay period. If the employee already benefits from the provisions of article 5-6.00 of the agreement, the rate of eleven percent (11%) shall be increased to fifteen percent (15%).

- b) However, the employee who is called to carry out, within the framework of adult education or vocational education courses, work corresponding to his class of employment shall receive, for each hour worked, his basic hourly rate, the said rate increased by fifteen percent (15%) in lieu of all fringe benefits and, in particular, of the vacation benefits if this rate is higher than that provided under paragraph a) of this clause.
- c) Notwithstanding the provisions contained in the preceding paragraphs, if an employee receives a remuneration higher than that provided above under an agreement concluded between the union and the board, his remuneration shall be that paid on the date of the coming into force of the agreement for as long as such remuneration remains higher.
- d) Moreover, the employee referred to in paragraph b) of clause 10-1.01 shall benefit from the following:

1-1.00	Objective of the Agreement
1-2.00	Relevant definitions
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Sexual Harassment
1-5.00	Psychological Harassment
2-2.00	Recognition
3-1.00	Posting

3-2.00	Union Meetings and Use of Board Premises for Union Purposes
3-3.00	Documentation
3-4.00	Union System
3-5.00	Union Representation
3-7.00	Union Dues
4-1.00	Labour Relations Committee
4-2.00	Section I – Governing Board
5-4.00	Parental Rights: according to the terms and conditions prescribed in Appendix VIII provided that the employee was hired for a predetermined period of more than six (6) consecutive months
5-8.00	Civil Responsibility
5-9.00	Work Accidents and Occupational Diseases: paragraph b) of clause 5-9.21 only
6-3.00	Salary
6-4.00	Travel Expenses
6-7.00	Payment of Salary
7-1.00	Procedure for filling a permanently vacant or newly created position: provisions of subparagraph e) of paragraph 2) of clause 7-1.19 only
8-1.00	Duration of Employment
8-4.00	Disciplinary Measures (with the necessary changes)
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
8-7.00	Technological Changes
11-3.00	Relevant local arrangements
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-7.00	Relevant appendices
11-8.00	Printing of the Agreement

### 10-1.03

When the board organizes course sessions within the framework of adult education or vocational education, it shall proceed, at least five (5) working days before each session, with a posting indicating the class of employment and inviting employees interested in working with respect to these courses to apply to the authority designated by the board according to the method prescribed. The board shall prepare a list of applicants and forward a copy thereof to the union.

### 10-1.04

Priority shall be granted to the employees covered by the agreement who meet the requirements of the position.

If the number of employees who have applied is greater than the need, priority shall be granted as follows:

- a) first, to the employee of the institution who performs, during his regular workday, work similar to that required within the framework of adult education or vocational education courses;
- b) according to seniority, from among the employees who perform, during the regular workday, work similar to that required within the framework of adult education or vocational education courses;
- c) according to seniority, from among the employees whose regular class of employment is similar to that required within the framework of adult education or vocational education courses;
- d) according to seniority, from among the other employees meeting the requirements of the position.

If the board fails to fill the position according to the preceding provisions, it shall recall the employees referred to in paragraph b) of clause 10-1.01. First, the board shall recall by place of work, class of employment, duration of employment and number of weekly working hours employees laid off for less than eighteen (18) months and second, by class of employment, duration of employment and number of weekly working hours employees laid off for less than eighteen (18) months who requested in writing to be registered on a list at the board.



Failing which, the board may hire any other external candidate of its choice.

#### 10-1.05

The employee shall maintain his right of recall for a period of eighteen (18) months following his layoff.

#### 10-1.06

The claim duly signed by an employee under clause 10-1.02 shall be paid within a maximum time limit of one month after it is submitted. The board shall provide the forms.

#### 10-1.07

The employee or person referred to in this article shall be entitled to the grievance and arbitration procedure provided for in the agreement as regards the rights recognized in this article. However, the employee or person referred to in this article dismissed for just cause shall be entitled to the grievance and arbitration procedure described in Chapter 9-0.00 only if he has completed the equivalent of sixty (60) days actually worked.

#### 10-1.08

When an employee looks after, in addition to or outside of the hours prescribed in his schedule, the preparation, cleaning or supervision of rooms during adult education or vocational education course sessions, the provisions of the article "Loan and Rental of Rooms or Halls" apply. Consequently, the employee shall be entitled to the overtime rate, where applicable.

#### 10-2.00 CAFETERIA EMPLOYEES AND STUDENT SUPERVISORS WORKING FIFTEEN (15) HOURS OR LESS PER WEEK

#### 10-2.01

Only the following provisions apply to cafeteria employees and student supervisors working fifteen (15) hours or less per week.

#### 10-2.02

a) The employees referred to in the preceding clause shall benefit from the following:

- 1-1.00 Objective of the Agreement
- 1-2.00 Relevant definitions
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment
- 1-5.00 Psychological Harassment
- 2-2.00 Recognition
- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of Board Premises for Union Purposes
- 3-3.00 Documentation
- 3-4.00 Union System
- 3-5.00 Union Representation
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 4-2.00 Section I – Governing Board
- 5-4.00 Parental Rights: according to the terms and conditions prescribed in Appendix VIII
- 5-8.00 Civil Responsibility
- 5-9.00 Work Accidents and Occupational Diseases: paragraph c) of clause 5-9.21 only
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-7.00 Payment of Salary

7-1.00	Procedure for filling a permanently vacant or newly created position: provisions of subparagraph e) of paragraph 2) of clause 7-1.19 only
8-1.00	Duration of Employment
8-4.00	Disciplinary Measures (with the necessary changes)
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
8-7.00	Technological Changes
11-3.00	Relevant local arrangements
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-7.00	Relevant appendices
11-8.00	Printing of the Agreement

- b) The salary rate applicable to these employees shall be increased by eleven percent (11%) in lieu of all fringe benefits, namely, paid legal holidays, salary insurance benefits and sick-leave days.

As regards vacation, these employees shall be entitled to an amount equal to eight percent (8%) of the salary received. The amount shall be paid at each pay period.

### **10-2.03 Lists**

- a) Recall lists for first day of class

Recall lists of employees by building, class of employment and duration of employment

- b) List of employees not recalled to the board

Recall list, by class of employment, of employees laid off for less than eighteen (18) months

- c) List of replacement employees

List of replacement employees, by class of employment, who have worked one hundred (100) hours or more in the preceding twelve (12) months and who received a positive evaluation. If the evaluation is not remitted within one hundred (100) hours, it shall be deemed positive.

### **10-2.04 Layoffs and recalls for the first day of class**

In the case of a layoff, the board shall proceed by building, class of employment and according to the inverse order of the duration of employment.

In the case of recall, the board shall offer by building, class of employment and according to the duration of employment, set schedules which include the greatest number of hours possible in the following manner:

- 1) to employees on the list prescribed in paragraph a) of clause 10-2.03;
- 2) to employees not recalled on the list prescribed in paragraph b) of clause 10-2.03;
- 3) to employees on the list prescribed in paragraph c) of clause 10-2.03;
- 4) to other persons.

The board and the union may agree on other terms and conditions with regard to the movement of personnel of these employees.

### **10-2.05 Filling a temporarily vacant, permanently vacant or newly created assignment and additional hours during the year**

The board shall offer a temporarily vacant, permanently vacant or newly created assignment and additional hours during the year in the following manner:

- 1) to the employees on the list prescribed in paragraph a) of clause 10-2.03, including the employees of the school who have not been recalled by class of employment;

- 2) to the employees not recalled on the list prescribed in paragraph b) of clause 10-2.03;
- 3) to the employees on the list prescribed in paragraph c) of clause 10-2.03;
- 4) to other persons.

#### **10-2.06 Loss of the right of recall**

An employee shall lose his right of recall and his name shall be struck from the lists prescribed in clause 10-2.03 in the following cases:

- a) resignation;
- b) layoff for eighteen (18) consecutive months;
- c) when he refuses or fails to return to work without a valid reason within seven (7) days of a recall to work by registered letter sent to his last known address.

#### **10-2.07**

The employee whose regular workweek is ten (10) hours or less and who, on the date of the coming into force of the agreement, was not affected by the exception provided for in the second paragraph of clause 1-2.15 of the 1975-1979 collective agreement shall retain the status he holds under that agreement, provided there has been no break in his employment ties since that date.

#### **10-2.08**

The cafeteria employee and the student supervisor working fifteen (15) hours or less in the employ of the board on the date of the coming into force of the agreement with regular employee status shall retain the status of regular employee occupying a part-time position.

#### **10-2.09**

The employee shall be entitled to the procedure for settling grievances and arbitration as regards the rights recognized under this article. However, the employee dismissed for just cause shall be entitled to the procedure for settling grievances and arbitration described in Chapter 9-0.00 only if he has completed the equivalent of sixty (60) days actually worked or if he was in the employ of the board for a period of nine (9) consecutive months, whichever is the lesser.

**CHAPTER 11-0.00 MISCELLANEOUS PROVISIONS****11-1.00 CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION****11-1.01**

The union shall notify the board of its choice of a single savings institution or credit union for its members. It shall forward the board a standard form authorizing deduction.

**11-1.02**

The board shall assist in facilitating the actual realization of this operation.

**11-1.03**

Thirty (30) days after the savings institution or credit union has forwarded the authorizations for deductions to the board, the board shall deduct from each salary payment of the employee who has signed such an authorization the amount that he has indicated as a deduction for deposit in the said savings institution or credit union.

**11-1.04**

Thirty (30) days after an employee has sent a written notice to this effect, the board shall cease to deduct the employee's contribution to the savings institution or credit union.

**11-1.05**

The amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

**11-1.06**

The list of changes to be made in deductions shall be accepted only between October 1 and 31 and between February 1 and 28 of each year.

**11-2.00 CONTRIBUTIONS TO THE FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC****11-2.01**

The union shall notify the board of its intention to encourage employees to contribute to the Fonds de solidarité des travailleurs du Québec. It shall forward a standard membership form to the board.

**11-2.02**

The board shall assist in facilitating the actual realization of this operation by providing membership forms to employees.

**11-2.03**

Thirty (30) days after the Fonds has forwarded the authorization for deductions to the board, the board shall deduct from each salary payment of the employee who has signed such an authorization the amount that he has indicated as a deduction for deposit in the Fonds.

**11-2.04**

An employee who wishes to stop his contributions shall forward a written notice to the Fonds and a copy must be forwarded to the board. Within thirty (30) days after the board receives such a notice, it shall cease to deduct the employee's contributions to the Fonds.

**11-2.05**

The notices of changes to be made in deductions shall be forwarded to the board only between October 1 and 31 and between February 1 and 28 of each year. The board and the union may agree on other periods.

**11-2.06**

The amounts thus deducted shall be forwarded on a monthly basis to the Fonds. The board shall indicate the name, reference number and social insurance number of each employee contributing to the Fonds.

**11-2.07**

The board shall not be liable for any act or omission, on its part that occurs in the deductions of amounts from the employee's salary under this article.

As soon as the board is informed of any act or omission, it shall attempt to rectify the situation.

**11-3.00 LOCAL ARRANGEMENTS****11-3.01**

Only the articles or clauses specifically identified as such in this article may be the subject of a local arrangement according to the following provisions.

**11-3.02**

No local arrangement may directly or indirectly modify a provision of the agreement which cannot be the subject of a local arrangement.

**11-3.03**

As long as the board and the union have not replaced them by new provisions established according to these stipulations, each corresponding former provision shall continue to apply.

**11-3.04**

The following articles may be the subject of a local arrangement:

- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of Board Premises for Union Purposes
- 3-3.00 Documentation
- 3-4.00 Union System
- 3-5.00 Union Representation
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 5-8.00 Civil Responsibility
- 5-10.00 Leaves of Absence Without Salary
- 6-4.00 Travel Expenses
- 6-6.00 Loan and Rental of Rooms or Halls
- 6-7.00 Payment of Salary
- 7-5.00 Contracting Out
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 9-3.00 Grievances and Arbitration Dealing Only with Matters Which Could be the Subject of a Local Arrangement
- 11-1.00 Contributions to a Savings Institution or Credit Union
- 11-2.00 Contributions to the Fonds de solidarité des travailleurs du Québec

**11-3.05**

In the case of the following articles, only the clauses and other provisions specifically identified may be the subject of a local arrangement:

- 2-1.00 Field of Application: paragraph d) of clause 2-1.01 concerning an employee working within the framework of a special project
- 5-1.00 Special Leaves: subparagraph h) of clause 5-1.01 concerning any other reason which obliges an employee to be absent from work
- 5-2.00 Paid Legal Holidays: clause 5-2.02 concerning the distribution of days before July 1 of each year
- 5-3.00 Provision relating to the redeemability of the bank of sick-leave days redeemable under the second paragraph of clause 5-3.39
- 5-6.00 Vacation: clauses 5-6.02 to 5-6.07
- 5-7.00 Training and Professional Improvement: clauses 5-7.01 to 5-7.09 as regards professional improvement activities
- 6-5.00 Premiums: clause 6-5.01 (night shift premium) and clauses 6-5.05 to 6-5.07
- 7-1.00 Movement of Personnel: the time limits prescribed in clause 7-1.18, clauses 7-1.04 and 7-1.21 and clauses 7-1.12 to 7-1.16
- 7-3.00 Security of Employment: clause 7-3.08 as regards the choice of the employee who is absent and cannot be reached
- 8-1.00 Seniority and duration of employment: clause 8-1.11 and Section IV of Appendix XVIII concerning the method for calculating the duration of employment recognized on June 30, 2006 for employees working in the special education sector
- 8-2.00 Workweek and Working Hours: clauses 8-2.07 to 8-2.09
- 8-3.00 Overtime: clauses 8-3.02, 8-3.03, 8-3.04 and 8-3.08
- 8-4.00 Disciplinary Measures: article 8-4.00, excluding clause 8-4.06
- 8-7.00 Technological Changes: article 8-7.00, excluding clauses 8-7.01 and 8-7.07
- 8-8.00 Software Changes

**11-3.06**

To be considered valid, an agreement must meet the following requirements:

- a) it must be concluded within a time limit of one hundred and twenty (120) days of the date of the coming into force of the agreement; the parties may agree to extend this time limit;
- b) it must be in writing;
- c) the board and the union must sign it through their authorized representatives;
- d) any clause thus modified must appear in the agreement;
- e) it must be filed in accordance with the provisions of section 72 of the Labour Code;
- f) the date of application of the agreement must be stipulated therein and may in no case be prior to the coming into force of the agreement and, unless provided otherwise, the agreement shall be valid for the term of this agreement.

**11-3.07**

No provision of this article may give rise to the right to strike or to lockout nor may it lead to a dispute as defined in the Labour Code.

**11-3.08**

Any local arrangement may be cancelled or replaced by a written agreement between the board and the union which must meet the requirements of paragraphs b), c), d), e) and f) of clause 11-3.06.

**11-3.09**

At the union's request, the board shall release, without loss of salary or reimbursement, a maximum of three (3) employees designated by the union in order to participate in the joint meetings required to discuss the provisions arising from this article. An employee must notify his immediate superior.

**11-3.10**

The board or union may give an eight (8)-day written notice of its intention to meet the other party for the purposes of discussing the replacement of one or more provisions of the agreement which could be the subject of local arrangements within the prescribed time limits, if any.

**11-3.11**

Moreover, any provision of the agreement which specifically so stipulates may be the subject of a local arrangement under the conditions prescribed in this article.

**11-4.00 INTERPRETATION OF TEXTS****11-4.01**

The French text constitutes the official text of the agreement.

**11-4.02**

The expression "1990-1995 collective agreement" means the 1990-1991 agreement and its extensions until June 30, 1995.

**11-4.03**

The expression "2000-2002 collective agreement" means the 2000-2002 agreement and its extension until June 30, 2003.

**11-5.00 COMING INTO FORCE OF THE AGREEMENT****11-5.01**

Pursuant to the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43), the 2000-2002 collective agreement and its amendments shall be renewed and shall come into force on December 16, 2005.

However, under the law, the provisions amending the renewed 2000-2002 collective agreement shall come into force on:

- December 16, 2005, as regards the provisions of Schedule 1 of the law, except those dealing with parental rights which shall come into force on January 1, 2006;
- February 1, 2006, as regards the provisions ensuing from the agreement in principle concluded between the SEPB-Québec and the Management Negotiating Committee for English-language School Boards (CPNCA) on December 15, 2005.

Those provisions shall bind the parties and shall apply until March 31, 2010. They shall remain in force until they are renewed.

They shall have no retroactive effect, unless indicated otherwise.

#### **11-5.02**

Unless specifically provided otherwise, the agreement replaces every former collective agreement concluded between the board and the union.

#### **11-5.03**

However, the working conditions prescribed in the agreement shall continue to apply until the signing of a new agreement.

### **11-6.00 REPRISALS AND DISCRIMINATION**

#### **11-6.01**

No board or union representative shall be subjected to any sort of reprisal or discrimination during or following the carrying out of his duties.

### **11-7.00 APPENDICES**

#### **11-7.01**

The appendices are an integral part of the agreement.

### **11-8.00 PRINTING OF THE AGREEMENT**

#### **11-8.01**

The text of the agreement shall be printed at the expense of the Management Negotiating Committee for English-language School Boards. The same applies to the Classification Plan. The provincial negotiating union group shall be entitled to copies of the agreement in a quantity sufficient to permit a distribution to each of the employees it represents as well as to all of its affiliated unions.

#### **11-8.02**

The English translation of the official French text shall also be available to the employees and unions concerned.

#### **11-8.03**

The time limits prescribed in the grievance procedure shall begin as soon as the provincial negotiating union group receives copies of the agreement in a quantity sufficient to permit a distribution to all of its members governed by this agreement.



Except for the amendments made to certain provisions of the 2000-2002 collective agreement by the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43), the provincial parties recognize that the amendments made to the 2000-2002 collective agreement as reproduced in this 2005-2010 collective agreement comply with the agreement in principle concluded on December 15, 2005 between the Syndicat des employées et employés professionnels-les et de bureau (SEPB-Québec) affiliated with the Québec Federation of Labour (QFL) and the Management Negotiating Committee for English-language School Boards (CPNCA).

**IN WITNESS WHEREOF**, the parties to this agreement have signed in Montréal on this 22<sup>nd</sup> day of June 2006.

**FOR THE GOVERNMENT OF QUÉBEC**

(signed) Jean-Marc Fournier

---

Jean-Marc Fournier  
Minister of Education, Recreation and Sports

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

(signed) Bernard Huot

---

Bernard Huot  
President, CPNCA

(signed) Alain Lavoie

---

Alain Lavoie  
Vice-president, CPNCA

(signed) Marcus Tabachnick

---

Marcus Tabachnick  
President, QESBA

(signed) Michel Jasmin

---

Michel Jasmin  
Negotiator, QESBA

(signed) Richard DuChemin

---

Richard DuChemin  
Negotiator, MELS

(signed) Jean-Louis Loïselle

---

Jean-Louis Loïselle  
Spokesperson, MELS

**FOR THE SYNDICAT DES EMPLOYÉES ET  
EMPLOYÉS PROFESSIONNELS-LES ET DE  
BUREAU (SEPB-QUÉBEC) AFFILIATED WITH THE  
QUÉBEC FEDERATION OF LABOUR (QFL)**

(signed) Josée Dumontet

---

Josée Dumontet  
President, CNSS

(signed) Ruby Mace

---

Ruby Mace  
Negotiator

(signed) Lise Blanchard

---

Lise Blanchard  
Negotiator

(signed) Roger Samuel

---

Roger Samuel  
Spokesperson

## A1 APPENDIX I

## HOURLY SALARY SCALES AND RATES

## SUPPORT STAFF

**Section 1 Hourly Salary Scales and Rates:**

- until 2006-03-31;
- from 2006-04-01 to 2007-03-31;
- from 2007-04-01 to 2008-03-31;
- from 2008-04-01 to 2009-03-31;
- as of 2009-04-01.

**Section 2 Hourly Salary Rates and Scales Resulting from the Application of the Pay Equity Act (R.S.Q., c. E-12.001):**

- |                                  |                                  |
|----------------------------------|----------------------------------|
| - from 2001-11-21 to 2001-12-31; | - from 2006-04-01 to 2006-11-20; |
| - from 2002-01-01 to 2002-11-20; | - from 2006-11-21 to 2007-03-31; |
| - from 2002-11-21 to 2003-03-31; | - from 2007-04-01 to 2007-11-20; |
| - from 2003-04-01 to 2003-11-20; | - from 2007-11-21 to 2008-03-31; |
| - from 2003-11-21 to 2004-11-20; | - from 2008-04-01 to 2009-03-31; |
| - from 2004-11-21 to 2005-11-19; | - as of 2009-04-01.              |
| - from 2005-11-20 to 2006-03-31; |                                  |

## HOURLY SALARY SCALES AND RATES

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## Section 1 HOURLY SALARY SCALES AND RATES

## 1.1 CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS

## 1.1.1 Subcategory of Technical Support Positions

Class of employment: **Braille Technician**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	15.35	15.66	15.97	16.29	16.62
02	15.97	16.29	16.62	16.95	17.29
03	16.50	16.83	17.17	17.51	17.86
04	17.12	17.46	17.81	18.17	18.53
05	17.73	18.08	18.44	18.81	19.19
06	18.37	18.74	19.11	19.49	19.88
07	18.99	19.37	19.76	20.16	20.56
08	19.74	20.13	20.53	20.94	21.36
09	20.49	20.90	21.32	21.75	22.19
10	21.26	21.69	22.12	22.56	23.01
11	22.00	22.44	22.89	23.35	23.82
12	22.82	23.28	23.75	24.23	24.71

Classes of employment: **Audiovisual Technician  
Recreational Activities Technician**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	15.10	15.40	15.71	16.02	16.34
02	15.72	16.03	16.35	16.68	17.01
03	16.24	16.56	16.89	17.23	17.57
04	16.83	17.17	17.51	17.86	18.22
05	17.44	17.79	18.15	18.51	18.88
06	18.06	18.42	18.79	19.17	19.55
07	18.69	19.06	19.44	19.83	20.23
08	19.41	19.80	20.20	20.60	21.01
09	20.16	20.56	20.97	21.39	21.82
10	20.90	21.32	21.75	22.19	22.63
11	21.63	22.06	22.50	22.95	23.41
12	22.44	22.89	23.35	23.82	24.30

Classes of employment: **Graphic Arts Technician**  
**School Transportation Technician**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	15.38	15.69	16.00	16.32	16.65
02	15.89	16.21	16.53	16.86	17.20
03	16.55	16.88	17.22	17.56	17.91
04	17.13	17.47	17.82	18.18	18.54
05	17.81	18.17	18.53	18.90	19.28
06	18.43	18.80	19.18	19.56	19.95
07	19.19	19.57	19.96	20.36	20.77
08	19.89	20.29	20.70	21.11	21.53
09	20.63	21.04	21.46	21.89	22.33
10	21.40	21.83	22.27	22.72	23.17
11	22.21	22.65	23.10	23.56	24.03
12	23.07	23.53	24.00	24.48	24.97

Class of employment: **Food Management Technician**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	17.63	17.98	18.34	18.71	19.08
02	18.18	18.54	18.91	19.29	19.68
03	18.71	19.08	19.46	19.85	20.25
04	19.21	19.59	19.98	20.38	20.79
05	19.78	20.18	20.58	20.99	21.41
06	20.37	20.78	21.20	21.62	22.05
07	20.91	21.33	21.76	22.20	22.64
08	21.47	21.90	22.34	22.79	23.25
09	22.13	22.57	23.02	23.48	23.95
10	22.74	23.19	23.65	24.12	24.60
11	23.48	23.95	24.43	24.92	25.42
12	24.12	24.60	25.09	25.59	26.10

Class of employment: **School Organization Technician**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	17.24	17.58	17.93	18.29	18.66
02	17.76	18.12	18.48	18.85	19.23
03	18.32	18.69	19.06	19.44	19.83
04	18.89	19.27	19.66	20.05	20.45
05	19.50	19.89	20.29	20.70	21.11
06	20.07	20.47	20.88	21.30	21.73
07	20.71	21.12	21.54	21.97	22.41
08	21.36	21.79	22.23	22.67	23.12
09	22.02	22.46	22.91	23.37	23.84
10	22.68	23.13	23.59	24.06	24.54
11	23.41	23.88	24.36	24.85	25.35
12	24.12	24.60	25.09	25.59	26.10

Classes of employment: **Laboratory Technician  
Building Technician  
Electronics Technician  
Vocational Training Technician**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	16.63	16.96	17.30	17.65	18.00
02	17.14	17.48	17.83	18.19	18.55
03	17.67	18.02	18.38	18.75	19.13
04	18.23	18.59	18.96	19.34	19.73
05	18.81	19.19	19.57	19.96	20.36
06	19.36	19.75	20.15	20.55	20.96
07	19.97	20.37	20.78	21.20	21.62
08	20.59	21.00	21.42	21.85	22.29
09	21.24	21.66	22.09	22.53	22.98
10	21.88	22.32	22.77	23.23	23.69
11	22.57	23.02	23.48	23.95	24.43
12	23.27	23.74	24.21	24.69	25.18

Class of employment: **Data Processing Technician**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	17.39	17.74	18.09	18.45	18.82
02	17.98	18.34	18.71	19.08	19.46
03	18.53	18.90	19.28	19.67	20.06
04	19.18	19.56	19.95	20.35	20.76
05	19.79	20.19	20.59	21.00	21.42
06	20.42	20.83	21.25	21.68	22.11
07	21.08	21.50	21.93	22.37	22.82
08	21.79	22.23	22.67	23.12	23.58
09	22.51	22.96	23.42	23.89	24.37
10	23.24	23.70	24.17	24.65	25.14
11	23.99	24.47	24.96	25.46	25.97
12	24.78	25.28	25.79	26.31	26.84

Class of employment: **Data Processing Technician, principal class**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	20.80	21.22	21.64	22.07	22.51
02	21.51	21.94	22.38	22.83	23.29
03	22.21	22.65	23.10	23.56	24.03
04	22.99	23.45	23.92	24.40	24.89
05	23.77	24.25	24.74	25.23	25.73
06	24.56	25.05	25.55	26.06	26.58
07	25.48	25.99	26.51	27.04	27.58
08	26.37	26.90	27.44	27.99	28.55
09	27.30	27.85	28.41	28.98	29.56



## 1.1.2 Subcategory of Paratechnical Support Positions

Class of employment: **Laboratory Attendant**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	14.23	14.51	14.80	15.10	15.40
02	14.58	14.87	15.17	15.47	15.78
03	14.91	15.21	15.51	15.82	16.14
04	15.27	15.58	15.89	16.21	16.53
05	15.62	15.93	16.25	16.58	16.91

Class of employment: **School Transportation Inspector**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	14.98	15.28	15.59	15.90	16.22
02	15.44	15.75	16.07	16.39	16.72
03	15.88	16.20	16.52	16.85	17.19
04	16.37	16.70	17.03	17.37	17.72
05	16.86	17.20	17.54	17.89	18.25
06	17.37	17.72	18.07	18.43	18.80
07	17.89	18.25	18.62	18.99	19.37
08	18.41	18.78	19.16	19.54	19.93
09	18.96	19.34	19.73	20.12	20.52

Class of employment: **Printing Operator**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	14.23	14.51	14.80	15.10	15.40
02	14.70	14.99	15.29	15.60	15.91
03	15.13	15.43	15.74	16.05	16.37
04	15.70	16.01	16.33	16.66	16.99
05	16.12	16.44	16.77	17.11	17.45
06	16.63	16.96	17.30	17.65	18.00
07	17.13	17.47	17.82	18.18	18.54

Class of employment: **Printing Operator, principal class**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	16.63	16.96	17.30	17.65	18.00
02	17.16	17.50	17.85	18.21	18.57
03	17.67	18.02	18.38	18.75	19.13
04	18.25	18.62	18.99	19.37	19.76
05	18.84	19.22	19.60	19.99	20.39

Class of employment: **Data Processing Operator, class I**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	15.81	16.13	16.45	16.78	17.12
02	16.37	16.70	17.03	17.37	17.72
03	16.97	17.31	17.66	18.01	18.37
04	17.62	17.97	18.33	18.70	19.07
05	18.26	18.63	19.00	19.38	19.77
06	18.93	19.31	19.70	20.09	20.49

Class of employment: **Data Processing Operator, principal class**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	18.93	19.31	19.70	20.09	20.49
02	19.58	19.97	20.37	20.78	21.20
03	20.26	20.67	21.08	21.50	21.93
04	20.91	21.33	21.76	22.20	22.64
05	21.62	22.05	22.49	22.94	23.40
06	22.35	22.80	23.26	23.73	24.20
07	23.11	23.57	24.04	24.52	25.01

Class of employment: **Binder**

Week: 35 hours

<b>Steps</b>	<b>Rate until 2006-03-31</b>	<b>Rate 2006-04-01 to 2007-03-31</b>	<b>Rate 2007-04-01 to 2008-03-31</b>	<b>Rate 2008-04-01 to 2009-03-31</b>	<b>Rate as of 2009-04-01</b>
	17.81	18.17	18.53	18.90	19.28

## 1.2 CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

Class of employment: **Buyer**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates
	until 2006-03-31	2006-04-01 to 2007-03-31	2007-04-01 to 2008-03-31	2008-04-01 to 2009-03-31	as of 2009-04-01
01	17.81	18.17	18.53	18.90	19.28
02	18.33	18.70	19.07	19.45	19.84
03	18.92	19.30	19.69	20.08	20.48
04	19.56	19.95	20.35	20.76	21.18
05	20.16	20.56	20.97	21.39	21.82
06	20.72	21.13	21.55	21.98	22.42

Class of employment: **Storekeeper, class II**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates
	until 2006-03-31	2006-04-01 to 2007-03-31	2007-04-01 to 2008-03-31	2008-04-01 to 2009-03-31	as of 2009-04-01
01	14.23	14.51	14.80	15.10	15.40
02	14.58	14.87	15.17	15.47	15.78
03	14.91	15.21	15.51	15.82	16.14
04	15.27	15.58	15.89	16.21	16.53

Class of employment: **Storekeeper, class I**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates
	until 2006-03-31	2006-04-01 to 2007-03-31	2007-04-01 to 2008-03-31	2008-04-01 to 2009-03-31	as of 2009-04-01
01	15.51	15.82	16.14	16.46	16.79
02	16.05	16.37	16.70	17.03	17.37
03	16.59	16.92	17.26	17.61	17.96
04	17.13	17.47	17.82	18.18	18.54
05	17.70	18.05	18.41	18.78	19.16

Class of employment: **Storekeeper, principal class**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	17.67	18.02	18.38	18.75	19.13
02	18.31	18.68	19.05	19.43	19.82
03	18.92	19.30	19.69	20.08	20.48
04	19.56	19.95	20.35	20.76	21.18
05	20.17	20.57	20.98	21.40	21.83
06	20.85	21.27	21.70	22.13	22.57
07	21.55	21.98	22.42	22.87	23.33

Class of employment: **Reprography Operator**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	14.23	14.51	14.80	15.10	15.40
02	14.58	14.87	15.17	15.47	15.78
03	14.91	15.21	15.51	15.82	16.14
04	15.27	15.58	15.89	16.21	16.53

Class of employment: **Reprography Operator, principal class**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	14.23	14.51	14.80	15.10	15.40
02	14.73	15.02	15.32	15.63	15.94
03	15.25	15.56	15.87	16.19	16.51
04	15.77	16.09	16.41	16.74	17.07
05	16.29	16.62	16.95	17.29	17.64
06	16.86	17.20	17.54	17.89	18.25
07	17.44	17.79	18.15	18.51	18.88

Class of employment: **School or Centre Secretary**

Week: 35 hours

<b>Steps</b>	<b>Rates until 2006-03-31</b>	<b>Rates 2006-04-01 to 2007-03-31</b>	<b>Rates 2007-04-01 to 2008-03-31</b>	<b>Rates 2008-04-01 to 2009-03-31</b>	<b>Rates as of 2009-04-01</b>
01	16.21	16.53	16.86	17.20	17.54
02	16.71	17.04	17.38	17.73	18.08
03	17.21	17.55	17.90	18.26	18.63
04	17.72	18.07	18.43	18.80	19.18
05	18.26	18.63	19.00	19.38	19.77
06	18.79	19.17	19.55	19.94	20.34
07	19.35	19.74	20.13	20.53	20.94

### 1.3 CATEGORY OF LABOUR SUPPORT POSITIONS

#### 1.3.1 Subcategory of Qualified Workman Positions

Week: 38.75 hours

Classes of employment	Rates until 2006-03-31 \$	Rates 2006-04-01 to 2007-03-31 \$	Rates 2007-04-01 to 2008-03-31 \$	Rates 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
<b>Trade Apprentice</b>					
<b>1<sup>st</sup> year</b>	14.16	14.44	14.73	15.02	15.32
<b>2<sup>nd</sup> year</b>	14.61	14.90	15.20	15.50	15.81
<b>3<sup>rd</sup> year</b>	15.11	15.41	15.72	16.03	16.35
<b>4<sup>th</sup> year</b>	15.62	15.93	16.25	16.58	16.91
<b>Cabinetmaker</b>	19.82	20.22	20.62	21.03	21.45
<b>Electrician</b>	19.82	20.22	20.62	21.03	21.45
<b>Electrician, principal class</b>	21.07	21.49	21.92	22.36	22.81
<b>Master Pipe Mechanic</b>	21.07	21.49	21.92	22.36	22.81
<b>Mechanic, class II</b>	18.43	18.80	19.18	19.56	19.95
<b>Mechanic, class I</b>	19.82	20.22	20.62	21.03	21.45
<b>Stationary Engineer</b>					
<b>Class 4</b>	16.45	16.78	17.12	17.46	17.81
<b>Class 3</b>	18.23	18.59	18.96	19.34	19.73
<b>Class 2</b>	20.03	20.43	20.84	21.26	21.69
<b>Class 1</b>	20.68	21.09	21.51	21.94	22.38

Classes of employment	Rates until 2006-03-31 \$	Rates 2006-04-01 to 2007-03-31 \$	Rates 2007-04-01 to 2008-03-31 \$	Rates 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
<b>Carpenter</b>	18.96	19.34	19.73	20.12	20.52
<b>Certified Maintenance Workman</b>	18.96	19.34	19.73	20.12	20.52
<b>Painter</b>	17.58	17.93	18.29	18.66	19.03
<b>Locksmith</b>	18.03	18.39	18.76	19.14	19.52
<b>Welder</b>	19.82	20.22	20.62	21.03	21.45
<b>Specialized Shop Mechanic</b>	19.82	20.22	20.62	21.03	21.45
<b>Pipe Fitter</b>	19.82	20.22	20.62	21.03	21.45
<b>Glazier-Installer- Mechanic</b>	18.23	18.59	18.96	19.34	19.73



### 1.3.2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

Classes of employment	Rates until 2006-03-31 \$	Rates 2006-04-01 to 2007-03-31 \$	Rates 2007-04-01 to 2008-03-31 \$	Rates 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
<b>Heavy Vehicle Driver Assistant</b>	15.27	15.58	15.89	16.21	16.53
<b>Trades Helper</b>	15.62	15.93	16.25	16.58	16.91
<b>Laundryman</b>	15.08	15.38	15.69	16.00	16.32
<b>Caretaker (9 275 m<sup>2</sup> or more)</b>	17.93	18.29	18.66	19.03	19.41
<b>Caretaker (less than 9 275 m<sup>2</sup>)</b>	16.27	16.60	16.93	17.27	17.62
<b>Night Caretaker (9 275 m<sup>2</sup> or more)</b>	17.27	17.62	17.97	18.33	18.70
<b>Night Caretaker (less than 9 275 m<sup>2</sup>)</b>	15.86	16.18	16.50	16.83	17.17
<b>Light Vehicle Driver</b>	15.27	15.58	15.89	16.21	16.53
<b>Heavy Vehicle Driver</b>	17.44	17.79	18.15	18.51	18.88
<b>Cook, class II</b>	18.23	18.59	18.96	19.34	19.73
<b>Cook, class I</b>	18.96	19.34	19.73	20.12	20.52

Classes of employment	Rates until 2006-03-31 \$	Rates 2006-04-01 to 2007-03-31 \$	Rates 2007-04-01 to 2008-03-31 \$	Rates 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
<b>Guard</b>	14.58	14.87	15.17	15.47	15.78
<b>Gardener</b>	16.45	16.78	17.12	17.46	17.81
<b>Maintenance Workman, class II (Assistant Caretaker, Labourer)</b>	14.91	15.21	15.51	15.82	16.14
<b>Maintenance Workman, class I (Window Installer, Tile Setter, Sander)</b>	16.27	16.60	16.93	17.27	17.62

**Section 2 HOURLY SALARY SCALES AND RATES RESULTING FROM THE APPLICATION OF THE PAY EQUITY ACT (R.S.Q., c. E-12.001)**

**2.1 CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS**

**2.1.1 Subcategory of Technical Support Positions**

Class of employment: **Nurse**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2004-11-21 to 2005-11-19	2005-11-20 to 2006-03-31
01	17.36	17.79	18.05	18.41	18.68	18.95	19.22
02	17.99	18.44	18.71	19.08	19.36	19.64	19.92
03	18.67	19.14	19.42	19.81	20.10	20.39	20.68
04	19.35	19.83	20.12	20.52	20.82	21.12	21.42
05	20.06	20.56	20.86	21.28	21.59	21.90	22.22
06	20.81	21.33	21.64	22.07	22.39	22.71	23.04
07	21.58	22.12	22.44	22.89	23.22	23.56	23.90
08	22.36	22.92	23.25	23.72	24.06	24.41	24.76
09	23.19	23.77	24.11	24.59	24.94	25.30	25.67
10	24.04	24.64	25.00	25.50	25.87	26.24	26.62
11	24.94	25.56	25.93	26.45	26.83	27.22	27.61
12	25.86	26.51	26.89	27.43	27.83	28.23	28.64

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	as of 2009-04-01
01	19.60	19.88	20.28	20.58	20.99	21.41
02	20.32	20.61	21.02	21.32	21.75	22.19
03	21.09	21.39	21.82	22.13	22.57	23.02
04	21.85	22.17	22.61	22.93	23.39	23.86
05	22.66	22.99	23.45	23.79	24.27	24.76
06	23.50	23.84	24.32	24.65	25.14	25.64
07	24.38	24.73	25.22	25.57	26.08	26.60
08	25.26	25.62	26.13	26.51	27.04	27.58
09	26.18	26.56	27.09	27.49	28.04	28.60
10	27.15	27.54	28.09	28.51	29.08	29.66
11	28.16	28.57	29.14	29.57	30.16	30.76
12	29.21	29.63	30.22	30.65	31.26	31.89

Classes of employment: **Documentation Technician**  
**Psychometry Technician**  
**Day Care Service Technician**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2004-11-21 to 2005-11-19	2005-11-20 to 2006-03-31
01	14.55	14.91	15.03	15.33	15.45	15.57	15.69
02	15.15	15.53	15.65	15.96	16.08	16.20	16.33
03	15.65	16.04	16.16	16.48	16.61	16.74	16.87
04	16.22	16.63	16.76	17.10	17.23	17.36	17.49
05	16.81	17.23	17.36	17.71	17.85	17.99	18.13
06	17.41	17.85	17.99	18.35	18.49	18.63	18.77
07	18.01	18.46	18.60	18.97	19.12	19.27	19.42
08	18.71	19.18	19.33	19.72	19.87	20.02	20.18
09	19.43	19.92	20.07	20.47	20.63	20.79	20.95
10	20.14	20.64	20.80	21.22	21.38	21.55	21.72
11	20.85	21.37	21.54	21.97	22.14	22.31	22.48
12	21.63	22.17	22.34	22.79	22.97	23.15	23.33

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	2009-04-01 as of
01	16.00	16.12	16.44	16.58	16.91	17.25
02	16.66	16.79	17.13	17.26	17.61	17.96
03	17.21	17.34	17.69	17.83	18.19	18.55
04	17.84	17.98	18.34	18.48	18.85	19.23
05	18.49	18.63	19.00	19.16	19.54	19.93
06	19.15	19.30	19.69	19.84	20.24	20.64
07	19.81	19.96	20.36	20.51	20.92	21.34
08	20.58	20.74	21.15	21.32	21.75	22.19
09	21.37	21.54	21.97	22.14	22.58	23.03
10	22.15	22.32	22.77	22.95	23.41	23.88
11	22.93	23.11	23.57	23.77	24.25	24.74
12	23.80	23.98	24.46	24.63	25.12	25.62

Class of employment: **Administration Technician**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2004-11-21 to 2005-11-19	2005-11-20 to 2006-03-31
01	14.76	15.13	15.19	15.49	15.55	15.61	15.67
02	15.26	15.64	15.70	16.01	16.07	16.13	16.19
03	15.89	16.29	16.35	16.68	16.74	16.80	16.86
04	16.44	16.85	16.91	17.25	17.31	17.37	17.43
05	17.09	17.52	17.59	17.94	18.01	18.08	18.15
06	17.70	18.14	18.21	18.57	18.64	18.71	18.78
07	18.42	18.88	18.95	19.33	19.40	19.47	19.54
08	19.09	19.57	19.64	20.03	20.10	20.17	20.24
09	19.81	20.31	20.39	20.80	20.88	20.96	21.04
10	20.55	21.06	21.14	21.56	21.64	21.72	21.80
11	21.32	21.85	21.93	22.37	22.45	22.53	22.61
12	22.15	22.70	22.78	23.24	23.33	23.42	23.51

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	2009-04-01 as of 2009-04-01
01	15.98	16.04	16.36	16.43	16.76	17.10
02	16.51	16.57	16.90	16.97	17.31	17.66
03	17.20	17.26	17.61	17.68	18.03	18.39
04	17.78	17.85	18.21	18.28	18.65	19.02
05	18.51	18.58	18.95	19.02	19.40	19.79
06	19.16	19.23	19.61	19.68	20.07	20.47
07	19.93	20.00	20.40	20.48	20.89	21.31
08	20.64	20.72	21.13	21.24	21.66	22.09
09	21.46	21.54	21.97	22.04	22.48	22.93
10	22.24	22.32	22.77	22.86	23.32	23.79
11	23.06	23.15	23.61	23.73	24.20	24.68
12	23.98	24.07	24.55	24.63	25.12	25.62

Classes of employment: **Social Work Technician**  
**Special Education Technician**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2004-11-21 to 2005-11-19	2005-11-20 to 2006-03-31
01	16.22	16.63	16.97	17.31	17.66	18.02	18.39
02	16.72	17.14	17.49	17.84	18.20	18.57	18.95
03	17.24	17.67	18.03	18.39	18.76	19.14	19.53
04	17.78	18.22	18.59	18.96	19.34	19.73	20.13
05	18.36	18.82	19.20	19.58	19.98	20.39	20.80
06	18.90	19.37	19.76	20.16	20.57	20.99	21.42
07	19.49	19.98	20.39	20.80	21.22	21.65	22.09
08	20.10	20.60	21.02	21.44	21.88	22.32	22.77
09	20.72	21.24	21.67	22.10	22.55	23.01	23.48
10	21.35	21.88	22.32	22.77	23.23	23.70	24.18
11	22.03	22.58	23.04	23.50	23.98	24.47	24.97
12	22.70	23.27	23.74	24.21	24.70	25.20	25.71

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	2009-04-01 as of
01	18.76	19.14	19.52	19.91	20.31	20.72
02	19.33	19.72	20.11	20.51	20.92	21.34
03	19.92	20.32	20.73	21.17	21.59	22.02
04	20.53	20.95	21.37	21.82	22.26	22.71
05	21.22	21.65	22.08	22.52	22.97	23.43
06	21.85	22.29	22.74	23.19	23.65	24.12
07	22.53	22.99	23.45	23.91	24.39	24.88
08	23.23	23.70	24.17	24.65	25.14	25.64
09	23.95	24.44	24.93	25.43	25.94	26.46
10	24.66	25.16	25.66	26.19	26.71	27.24
11	25.47	25.99	26.51	27.03	27.57	28.12
12	26.22	26.75	27.29	27.87	28.43	29.00

Class of employment: **Interpreter-Technician**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21	2002-01-01	2002-11-21	2003-04-01	2003-11-21	2004-11-21	2005-11-20
	to	to	to	to	to	to	to
	2001-12-31	2002-11-20	2003-03-31	2003-11-20	2004-11-20	2005-11-19	2006-03-31
01	16.73	17.15	17.25	17.60	17.70	17.80	17.89
02	17.30	17.73	17.83	18.19	18.29	18.40	18.50
03	17.83	18.28	18.39	18.76	18.87	18.98	19.08
04	18.45	18.91	19.02	19.40	19.51	19.62	19.73
05	19.04	19.52	19.63	20.02	20.14	20.26	20.37
06	19.64	20.13	20.25	20.66	20.78	20.90	21.01
07	20.29	20.80	20.92	21.34	21.46	21.58	21.71
08	20.96	21.48	21.60	22.03	22.16	22.29	22.43
09	21.65	22.19	22.32	22.77	22.90	23.03	23.16
10	22.35	22.91	23.04	23.50	23.64	23.78	23.91
11	23.08	23.66	23.80	24.28	24.42	24.56	24.69
12	23.84	24.44	24.58	25.07	25.21	25.36	25.50

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01	2006-11-21	2007-04-01	2007-11-21	2008-04-01	as of
	to	to	to	to	to	
	2006-11-20	2007-03-31	2007-11-20	2008-03-31	2009-03-31	2009-04-01
01	18.25	18.25	18.62	18.65	19.02	19.40
02	18.87	18.87	19.25	19.27	19.66	20.05
03	19.46	19.46	19.85	19.87	20.27	20.68
04	20.12	20.12	20.52	20.56	20.97	21.39
05	20.78	20.78	21.20	21.23	21.65	22.08
06	21.43	21.43	21.86	21.88	22.32	22.77
07	22.14	22.14	22.58	22.60	23.05	23.51
08	22.88	22.88	23.34	23.36	23.83	24.31
09	23.62	23.62	24.09	24.11	24.59	25.08
10	24.39	24.39	24.88	24.91	25.41	25.92
11	25.18	25.18	25.68	25.71	26.22	26.74
12	26.01	26.01	26.53	26.56	27.09	27.63

### 2.1.2 Subcategory of Paratechnical Support Positions

Class of employment: **Day Care Service Educator**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2004-11-21 to 2005-11-19	2005-11-20 to 2006-03-31
01	13.81	14.16	14.37	14.66	14.88	15.10	15.33
02	14.30	14.66	14.88	15.18	15.41	15.64	15.87
03	14.81	15.18	15.41	15.72	15.95	16.19	16.43
04	15.30	15.68	15.91	16.23	16.47	16.72	16.97
05	15.81	16.21	16.45	16.78	17.03	17.28	17.54
06	16.37	16.78	17.03	17.37	17.63	17.89	18.16
07	16.93	17.35	17.61	17.96	18.23	18.50	18.78

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	as of 2009-04-01
01	15.64	15.87	16.19	16.42	16.75	17.09
02	16.19	16.43	16.76	17.00	17.34	17.69
03	16.76	17.01	17.35	17.60	17.95	18.31
04	17.31	17.57	17.92	18.20	18.56	18.93
05	17.89	18.16	18.52	18.79	19.17	19.55
06	18.52	18.80	19.18	19.46	19.85	20.25
07	19.16	19.45	19.84	20.12	20.52	20.93



Class of employment: **Nursing Assistant (or those possessing a Diploma in Health, Assistance and Nursing Care)**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21	2002-01-01	2002-11-21	2003-04-01	2003-11-21	2004-11-21	2005-11-20
	to	to	to	to	to	to	to
	2001-12-31	2002-11-20	2003-03-31	2003-11-20	2004-11-20	2005-11-19	2006-03-31
01	13.69	14.03	14.05	14.33	14.35	14.37	14.39
02	14.08	14.43	14.45	14.74	14.76	14.78	14.80
03	14.54	14.90	14.92	15.22	15.24	15.26	15.28
04	15.06	15.44	15.46	15.77	15.79	15.81	15.83
05	15.49	15.88	15.90	16.22	16.25	16.28	16.31
06	15.99	16.39	16.42	16.75	16.78	16.81	16.84
07	16.54	16.95	16.98	17.32	17.35	17.38	17.41
08	17.08	17.51	17.54	17.89	17.92	17.95	17.98
09	17.66	18.10	18.13	18.49	18.52	18.55	18.58
10	18.33	18.79	18.82	19.20	19.23	19.26	19.29

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01	2006-11-21	2007-04-01	2007-11-21	2008-04-01	as of
	to	to	to	to	to	
	2006-11-20	2007-03-31	2007-11-20	2008-03-31	2009-03-31	2009-04-01
01	14.68	14.70	14.99	15.03	15.33	15.64
02	15.10	15.12	15.42	15.46	15.77	16.09
03	15.59	15.61	15.92	15.97	16.29	16.62
04	16.15	16.18	16.50	16.53	16.86	17.20
05	16.64	16.67	17.00	17.01	17.35	17.70
06	17.18	17.21	17.55	17.55	17.90	18.26
07	17.76	17.79	18.15	18.16	18.52	18.89
08	18.34	18.37	18.74	18.75	19.13	19.51
09	18.95	18.98	19.36	19.39	19.78	20.18
10	19.68	19.71	20.10	20.12	20.52	20.93

Classes of employment: **Attendant for Handicapped Students  
Swimming Pool Supervisor**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2004-11-21 to 2005-11-19	2005-11-20 to 2006-03-31
01	13.68	14.02	14.10	14.38	14.46	14.54	14.62
02	14.10	14.45	14.53	14.82	14.90	14.98	15.06
03	14.49	14.85	14.93	15.23	15.31	15.39	15.47
04	14.95	15.32	15.40	15.71	15.79	15.87	15.95
05	15.38	15.76	15.84	16.16	16.25	16.34	16.43
06	15.82	16.22	16.31	16.64	16.73	16.82	16.91

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	as of 2009-04-01
01	14.91	14.99	15.29	15.37	15.68	15.99
02	15.36	15.44	15.75	15.82	16.14	16.46
03	15.78	15.86	16.18	16.27	16.60	16.93
04	16.27	16.36	16.69	16.80	17.14	17.48
05	16.76	16.85	17.19	17.28	17.63	17.98
06	17.25	17.34	17.69	17.78	18.14	18.50

Class of employment: **Student Supervisor**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2004-11-21 to 2005-11-19	2005-11-20 to 2006-03-31
01	13.79	14.13	14.31	14.60	14.79	14.98	15.17
02	14.12	14.47	14.66	14.95	15.14	15.33	15.53
03	14.44	14.80	14.99	15.29	15.49	15.69	15.89
04	14.79	15.16	15.36	15.67	15.87	16.07	16.28
05	15.13	15.51	15.71	16.02	16.23	16.44	16.65

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	as of 2009-04-01
01	15.47	15.67	15.98	16.20	16.52	16.85
02	15.84	16.04	16.36	16.59	16.92	17.26
03	16.21	16.42	16.75	16.97	17.31	17.66
04	16.61	16.82	17.16	17.37	17.72	18.07
05	16.98	17.20	17.54	17.78	18.14	18.50

## 2.2 CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

Class of employment: **Office Agent, class II**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2003-11-21 to 2004-11-21	2004-11-21 to 2005-11-19
01	13.76	14.10	14.25	14.54	14.70	14.86	15.02
02	14.09	14.44	14.60	14.89	15.05	15.21	15.37
03	14.41	14.77	14.93	15.23	15.39	15.56	15.73
04	14.76	15.13	15.29	15.60	15.77	15.94	16.11

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	2008-04-01 as of 2009-04-01
01	15.32	15.49	15.80	15.96	16.28	16.61
02	15.68	15.85	16.17	16.35	16.68	17.01
03	16.04	16.21	16.53	16.72	17.05	17.39
04	16.43	16.61	16.94	17.12	17.46	17.81

Class of employment: **Office Agent, class I**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2003-11-21 to 2004-11-21	2004-11-21 to 2005-11-19
01	14.72	15.09	15.22	15.52	15.65	15.79	15.93
02	15.21	15.59	15.73	16.04	16.18	16.32	16.46
03	15.72	16.11	16.25	16.58	16.72	16.87	17.02
04	16.27	16.68	16.82	17.16	17.31	17.46	17.61
05	16.82	17.24	17.39	17.74	17.89	18.05	18.21

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01 to 2006-11-20	2006-11-21 to 2007-03-31	2007-04-01 to 2007-11-20	2007-11-21 to 2008-03-31	2008-04-01 to 2009-03-31	2008-04-01 as of 2009-04-01
01	16.25	16.39	16.72	16.86	17.20	17.54
02	16.79	16.94	17.28	17.43	17.78	18.14
03	17.36	17.51	17.86	18.00	18.36	18.73
04	17.96	18.12	18.48	18.65	19.02	19.40
05	18.57	18.73	19.10	19.27	19.66	20.05

Class of employment: **Office Agent, principal class**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21	2002-01-01	2002-11-21	2003-04-01	2003-11-21	2004-11-21	2005-11-20
	to	to	to	to	to	to	to
	2001-12-31	2002-11-20	2003-03-31	2003-11-20	2004-11-20	2005-11-19	2006-03-31
01	17.08	17.51	17.56	17.91	17.96	18.01	18.06
02	17.58	18.02	18.07	18.43	18.49	18.55	18.61
03	18.15	18.60	18.66	19.03	19.09	19.15	19.21
04	18.77	19.24	19.30	19.69	19.75	19.81	19.87
05	19.34	19.82	19.88	20.28	20.34	20.40	20.46
06	19.87	20.37	20.43	20.84	20.90	20.96	21.02

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01	2006-11-21	2007-04-01	2007-11-21	2008-04-01	as of
	to	to	to	to	to	
	2006-11-20	2007-03-31	2007-11-20	2008-03-31	2009-03-31	2009-04-01
01	18.42	18.48	18.85	18.91	19.29	19.68
02	18.98	19.04	19.42	19.47	19.86	20.26
03	19.59	19.65	20.04	20.10	20.50	20.91
04	20.27	20.33	20.74	20.79	21.21	21.63
05	20.87	20.93	21.35	21.41	21.84	22.28
06	21.44	21.50	21.93	22.00	22.44	22.89

Class of employment: **Office Assistant**

Week: 35 hours

Step	Rate	Rate	Rate	Rate	Rate	Rate	Rate
	2001-11-21	2002-01-01	2002-11-21	2003-04-01	2003-11-21	2004-11-21	2005-11-20
	to	to	to	to	to	to	to
	2001-12-31	2002-11-20	2003-03-31	2003-11-20	2004-11-20	2005-11-19	2006-03-31
01	13.64	13.98	14.09	14.37	14.48	14.59	14.70

  

Step	Rate	Rate	Rate	Rate	Rate	Rate
	2006-04-01	2006-11-21	2007-04-01	2007-11-21	2008-04-01	as of
	to	to	to	to	to	
	2006-11-20	2007-03-31	2007-11-20	2008-03-31	2009-03-31	2009-04-01
01	14.99	15.11	15.41	15.54	15.85	16.17

Class of employment: **Secretary**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21	2002-01-01	2002-11-21	2003-04-01	2003-11-21	2004-11-21	2005-11-20
	to	to	to	to	to	to	to
	2001-12-31	2002-11-20	2003-03-31	2003-11-20	2004-11-20	2005-11-19	2006-03-31
01	13.76	14.10	14.26	14.55	14.71	14.87	15.03
02	14.18	14.53	14.69	14.98	15.15	15.32	15.49
03	14.57	14.93	15.10	15.40	15.57	15.74	15.91
04	15.03	15.41	15.58	15.89	16.07	16.25	16.43
05	15.47	15.86	16.04	16.36	16.54	16.72	16.91
06	15.91	16.31	16.49	16.82	17.01	17.20	17.39

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01	2006-11-21	2007-04-01	2007-11-21	2008-04-01	as of
	to	to	to	to	to	
	2006-11-20	2007-03-31	2007-11-20	2008-03-31	2009-03-31	2009-04-01
01	15.33	15.50	15.81	15.99	16.31	16.64
02	15.80	15.97	16.29	16.47	16.80	17.14
03	16.23	16.41	16.74	16.93	17.27	17.62
04	16.76	16.95	17.29	17.47	17.82	18.18
05	17.25	17.44	17.79	17.98	18.34	18.71
06	17.74	17.94	18.30	18.50	18.87	19.25

Class of employment: **Executive Secretary**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21	2002-01-01	2002-11-21	2003-04-01	2003-11-21	2004-11-21	2005-11-20
	to	to	to	to	to	to	to
	2001-12-31	2002-11-20	2003-03-31	2003-11-20	2004-11-20	2005-11-19	2006-03-31
01	16.05	16.45	16.59	16.92	17.06	17.21	17.36
02	16.53	16.94	17.08	17.42	17.57	17.72	17.87
03	17.04	17.47	17.62	17.97	18.12	18.27	18.43
04	17.58	18.02	18.17	18.53	18.69	18.85	19.01

Steps	Rates	Rates	Rates	Rates	Rates	Rates
	2006-04-01	2006-11-21	2007-04-01	2007-11-21	2008-04-01	as of
	to	to	to	to	to	
	2006-11-20	2007-03-31	2007-11-20	2008-03-31	2009-03-31	2009-04-01
01	17.71	17.86	18.22	18.37	18.74	19.11
02	18.23	18.39	18.76	18.93	19.31	19.70
03	18.80	18.96	19.34	19.52	19.91	20.31
04	19.39	19.56	19.95	20.12	20.52	20.93

Class of employment: **Telephone Operator**

Week: 35 hours

Steps	Rates	Rates	Rates	Rates	Rates	Rates	Rates
	2001-11-21 to 2001-12-31	2002-01-01 to 2002-11-20	2002-11-21 to 2003-03-31	2003-04-01 to 2003-11-20	2003-11-21 to 2004-11-20	2004-11-21 to 2005-11-19	2005-11-20 to 2006-01-31
01	13.74	14.08	14.21	14.49	14.62	14.76	14.90
02	14.07	14.42	14.55	14.84	14.98	15.12	15.26
03	14.39	14.75	14.89	15.19	15.33	15.47	15.61

## 2.3 CATEGORY OF LABOUR SUPPORT POSITIONS

### 2.3.1 Subcategory of Maintenance and Service Positions

Class of employment: **General Kitchen Helper**

Week: 38.75 hours

Rate 2001-11-21 to 2001-12-31	Rate 2002-01-01 to 2002-11-20	Rate 2002-11-21 to 2003-03-31	Rate 2003-04-01 to 2003-11-20	Rate 2003-11-21 to 2004-11-20	Rate 2004-11-21 to 2005-11-19	Rate 2005-11-20 to 2006-03-31
14.05	14.40	14.51	14.80	14.91	15.02	15.13

Rate 2006-04-01 to 2006-11-20	Rate 2006-11-21 to 2007-03-31	Rate 2007-04-01 to 2007-11-20	Rate 2007-11-21 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
15.43	15.55	15.86	15.99	16.31	16.64

Class of employment: **Cook, class III**

Week: 38.75 hours

Rate 2001-11-21 to 2001-12-31	Rate 2002-01-01 to 2002-11-20	Rate 2002-11-21 to 2003-03-31	Rate 2003-04-01 to 2003-11-20	Rate 2003-11-21 to 2004-11-20	Rate 2004-11-21 to 2005-11-19	Rate 2005-11-20 to 2006-03-31
15.89	16.29	16.42	16.75	16.88	17.01	17.15

Rate 2006-04-01 to 2006-11-20	Rate 2006-11-21 to 2007-03-31	Rate 2007-04-01 to 2007-11-20	Rate 2007-11-21 to 2008-03-31	Rate 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
17.49	17.63	17.98	18.13	18.49	18.86



Class of employment: **Maintenance Workman, class III**

Week: 38.75 hours

<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>2001-11-21</b>	<b>2002-01-01</b>	<b>2002-11-21</b>	<b>2003-04-01</b>	<b>2003-11-21</b>	<b>2004-11-21</b>	<b>2005-11-20</b>
<b>to</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>to</b>
<b>2001-12-31</b>	<b>2002-11-20</b>	<b>2003-03-31</b>	<b>2003-11-20</b>	<b>2004-11-20</b>	<b>2005-11-19</b>	<b>2006-03-31</b>
13.64	13.98	14.09	14.37	14.48	14.59	14.70

<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>2006-04-01</b>	<b>2006-11-21</b>	<b>2007-04-01</b>	<b>2007-11-21</b>	<b>2008-04-01</b>	<b>as of</b>
<b>to</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>to</b>	
<b>2006-11-20</b>	<b>2007-03-31</b>	<b>2007-11-20</b>	<b>2008-03-31</b>	<b>2009-03-31</b>	<b>2009-04-01</b>
14.99	15.11	15.41	15.54	15.85	16.17

**APPENDIX II MOVING EXPENSES**

1. The provisions of this appendix aim to determine that to which the employee who can benefit from a reimbursement of his moving costs is entitled as moving expenses within the framework of relocation as provided for in article 7-3.00.
2. Moving expenses shall not be applicable to an employee unless the Provincial Relocation Bureau accepts that the relocation of the employee necessitates his moving.

Moving shall be deemed necessary if it takes place and if the distance between the employee's new place of work and his former domicile is greater than sixty-five (65) kilometres.

**Transportation costs of furniture and of personal effects**

3. The board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the wrapping, unwrapping and the costs of the insurance premium or the costs of towing a mobile home, on the condition that he supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
4. However, the board shall not pay the cost of transporting the employee's personal vehicle unless the location of his new domicile is inaccessible by road. Moreover, the cost of transporting a boat, a canoe, etc. shall not be reimbursed by the board.

**Storage**

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

**Concomitant moving expenses**

6. The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any transferred employee who maintains a dwelling in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the employee is assigned to a location where complete facilities are placed at his disposal by the board.

If an employee does not have a dwelling, the board shall pay him an allowance of two hundred dollars (\$200).

**Compensation for lease**

7. The employee referred to in paragraph 1 shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one month's rent. If there is a lease, the board shall indemnify the employee who must terminate his lease and for which the landlord demands compensation to a maximum of three (3) months' rent. In both cases, the employee must attest that the landlord's request is well-founded and present supporting vouchers.
8. If the employee chooses to sublet his dwelling himself, reasonable costs for advertising the sublease shall be assumed by the board.

**Reimbursement of expenses inherent to the sale of a house**

9. The board shall reimburse, relative to the sale of the relocated employee's principal house-residence, the following expenses:
  - a) the real estate agent's fees, upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the account of the agent's fees;

- b) the cost of notarized deeds chargeable to the employee for the purchase of a house for the purpose of residence at his place of assignment on the condition that the employee is already the proprietor of his house at the time of his transfer and that the said house be sold;
  - c) the penalty for breach of mortgage, if need be;
  - d) the proprietor's transfer tax payable to the municipality, if need be.
10. When the house of the relocated employee, although it has been put up for sale at a reasonable price, is not sold at the time when the employee must enter a new agreement for lodging, the board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse for a period not exceeding three (3) months the following expenses:
- a) municipal and school taxes;
  - b) interest on the mortgage;
  - c) cost of the insurance premium.
11. In the case where a relocated employee chooses not to sell his principal house-residence, he may benefit from the provisions of this paragraph in order to avoid a double financial burden due to the fact that his principal house-residence is not rented at the time when he must assume new obligations to live in the area of his assignment. The board shall pay him for the period in which his principal house-residence is not rented the amount of his new rent, up to a period of three (3) months, upon presentation of the leases. Moreover, the board shall reimburse him for the reasonable costs of advertisement and the costs of no more than two (2) trips incurred for the renting of his principal house-residence upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.

#### **Travel and accommodation expenses**

12. When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall reimburse the employee for his accommodation expenses for himself and his family in accordance with the regulation concerning travel expenses in effect at the board for a period not exceeding two (2) weeks.
13. If the move is delayed with the authorization of the board or if the employee's spouse and minor child or children are not relocated immediately, the board shall assume the employee's transportation costs to visit his family every two (2) weeks up to five hundred (500) kilometres, if the distance to be covered is equal to or less than five hundred (500) kilometres return trip and, once a month, if the return trip to be covered exceeds five hundred (500) kilometres up to a maximum of sixteen hundred (1600) kilometres.
14. The moving expenses prescribed in this appendix shall be reimbursed by the original school board within sixty (60) days of the employee's presentation of supporting vouchers.

An employee who feels wronged by the application of this appendix shall retain his right of grievance according to the procedure described in article 9-1.00 even if the agreement no longer applies to him.

APPENDIX III

SABBATICAL LEAVE WITH DEFERRED SALARY

CONTRACT SIGNED

BETWEEN

\_\_\_\_\_ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

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

HEREINAFTER CALLED THE EMPLOYEE

## Sabbatical Leave with Deferred Salary

### I Duration of contract

This contract comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

The contract may expire on a different date under the circumstances and according to the terms and conditions prescribed in sections V to XI herein.

### II Duration of sabbatical leave

The duration of the sabbatical leave shall be \_\_\_\_\_, that is, from \_\_\_\_\_ to \_\_\_\_\_.

On returning to the board, the employee shall be reinstated in his position. If his position was abolished or if the employee was transferred in accordance with the agreement, the employee shall be entitled to the benefits he would have received had he been at work.

In the case of the employee in surplus who is relocated to another employer during the term of this contract, the contract shall be transferred to the new employer unless the latter refuses, in which case the provisions of section V herein apply; however, the board, in applying section V, shall not claim any money from the employee who must reimburse the board with which he signed this contract.

The duration of the leave must be for at least six (6) consecutive months and cannot be interrupted under any circumstances, regardless of the duration prescribed in clause 5-11.02.

During the sabbatical leave, the employee cannot receive any remuneration from the board or from another person or company with which the board has ties other than the amount corresponding to the percentage of his salary determined in section III for the term of the contract.

Notwithstanding any provision concerning benefits and conditions of which employees may avail themselves during the contract, the sabbatical leave must start no later than six (6) years from the date on which the employee's salary began to be deferred.

### III Salary

During each of the years referred to in this contract, the employee shall receive \_\_\_\_% of the salary he would have received under the agreement.

(The percentage applicable is indicated in clause 5-11.02 of the agreement.)

### IV Benefits

- a) During each of the years of this contract, the employee shall benefit, insofar as he is normally entitled to it, from the following:
  - life insurance plan;
  - health insurance plan;
  - accumulation of redeemable sick-leave days, where applicable, according to the percentage of the salary to which he is entitled under the provisions of section III herein;
  - accumulation of seniority;
  - accumulation of experience.
- b) During the sabbatical leave, the employee shall not be entitled to any of the premiums prescribed in the agreement. During each of the other months of this contract, he shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his salary under section III.
- c) For the purposes of vacation, the sabbatical leave shall constitute active service. It is understood that, during the term of the contract, including the sabbatical leave, vacation shall be remunerated at the salary rate prescribed in section III herein.

- d) Each of the years referred to in this contract shall apply as a period of service for the purposes of the pension plans currently in force and the average salary is determined on the basis of the salary that the employee would have received had he not taken part in the sabbatical leave with deferred salary.
- e) During each of the years of this contract, the employee shall be entitled to all the other benefits of his agreement which are not incompatible with the provisions of this contract.
- f) The board shall maintain its contribution to the Québec Pension Plan, Employment Insurance Plan, Québec Health Insurance Plan, Québec Parental Insurance Plan and the Occupational Health and Safety Plan for the term of the leave.

## **V Retirement, withdrawal or resignation of the employee**

In the event of the retirement, withdrawal or resignation of the employee, this contract shall expire on the date of such retirement, withdrawal or resignation under the conditions described hereinafter:

### **a) The employee has already taken a sabbatical leave (salary paid in excess)**

The employee shall reimburse<sup>1</sup> the board an amount equal to the difference between the salary received during the contract and the salary to which he would be entitled for the same period had his leave not been remunerated.

A reimbursement shall not include any interest.

### **b) The employee has not taken a sabbatical leave (salary not paid)**

The board shall reimburse the employee, for the term of the contract, an amount equal to the difference between the salary to which he would have been entitled under the agreement had he not signed the contract and the salary received, without interest, by virtue of this contract.

### **c) The sabbatical leave is in progress**

The amount owing by one party or the other shall be calculated in the following manner:

- Salary received by the employee during the term of the contract minus the salary to which he would have been entitled for the same period if his leave (elapsed period) had not been remunerated. If the result obtained is positive, the employee shall reimburse the amount to the board; if the result obtained is negative, the board shall reimburse the amount to the employee.

A reimbursement shall not include any interest.

## **VI Layoff or dismissal of the employee**

In the event of the layoff or dismissal of the employee, this contract shall expire on the effective date of such layoff or dismissal. The conditions prescribed in subparagraph a), b) or c) of section V then apply.

## **VII Leave without salary and temporary layoff**

During the term of the contract, the total leaves without salary authorized and temporary layoffs prescribed in the agreement cannot exceed twelve (12) months. In this case, the duration of this contract shall be extended accordingly.

However, if the total leaves without salary and temporary layoffs exceed twelve (12) months, the agreement shall expire on the twelfth (12<sup>th</sup>) month and the provisions of section V of this contract apply.

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

**VIII Placement in surplus of the employee**

In the case of the employee who is placed in surplus during the contract, he shall continue to participate in the plan.

In the case of the employee who is relocated to another employer in the education sector, the provisions of section II herein concerning the relocated employee apply.

**IX Death of the employee**

In the event of the employee's death during the term of this contract, the contract shall expire on the date of the employee's death and the conditions prescribed in section V shall apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

**X Disability****a) Disability develops during the sabbatical leave**

For the purposes of applying the provisions of clause 5-3.31, disability shall be considered as beginning on the date the employee returns to work and not during the sabbatical leave.

However, he shall be entitled, during his sabbatical leave, to the salary according to the percentage determined in this contract.

At the end of the leave, if he is still disabled, he would be entitled to a salary insurance benefit resulting from the application of the provisions of clause 5-3.31 based on the salary determined in this contract. Should the employee still be disabled at the expiry of this contract, he shall receive a salary insurance benefit based on his regular salary.

**b) Disability develops after the employee has taken his sabbatical leave**

The employee shall continue to participate in this contract and the salary insurance benefit under clause 5-3.31 shall be based on the salary determined in this contract. Should he still be disabled at the expiry of this contract, he shall then receive a salary insurance benefit based on his regular salary.

**c) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place**

In this case, the employee concerned may avail himself of one of the following choices:

1. He may continue to participate in this contract and defer the leave until such time as he is no longer disabled. The employee shall then receive his salary insurance benefit under clause 5-3.31 on the basis of the salary determined in this contract.

In the event that the disability still exists during the last year of the contract, the contract may then be interrupted as of the beginning of the last year until the end of the disability. During that period of interruption, the employee shall be entitled to the salary insurance benefit under clause 5-3.31 based on his regular salary.

2. He may terminate the contract and thus receive the salary that has not been paid (paragraph b) of section V). The salary insurance benefit under clause 5-3.31 shall be based on his regular salary.

**d) Disability lasts for more than two years**

At the end of the two (2)-year period, this contract shall expire and the conditions prescribed in section V shall then apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

**XI Employment injury or work accident**

In the case of an employment injury or work accident, the provisions of article 5-9.00 shall apply on the date of the event; the employee may avail himself of one of the following choices:

- 1. Interrupt the contract until he returns to work; however, the contract shall expire after a two (2)-year interruption period and the provisions of section V herein shall apply.
- 2. Terminate the contract on the date of the employment injury or work accident, the provisions of section V herein shall then apply.

**XII Maternity leave (21 weeks or 20 weeks) and adoption leave (10 weeks)**

- 1. If the maternity or adoption leave takes place before or after the leave is taken, the employee shall interrupt his or her participation for a maximum period of twenty-one (21) or twenty (20) weeks, as the case may be, for the maternity leave or ten (10) weeks for the adoption leave; the contract shall then be extended accordingly, the provisions of article 5-4.00 of the agreement shall apply, and the benefits under that article shall be established on the basis of the regular salary.
- 2. However, if the maternity or adoption leave takes place before the leave is taken, the employee may terminate this contract and thus receive the salary that has not been paid (subparagraph b) of section V). The benefits under article 5-4.00 of the agreement shall be based on his or her regular salary.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_.

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

\_\_\_\_\_  
Employee

The board shall forward a certified true copy of the agreement to the union.



**APPENDIX IV****CLASSIFICATION OF CERTAIN EMPLOYEES**

This appendix applies solely to the employees for whom the agreement constitutes the first agreement and to the employees who receive a first accreditation before March 31, 2010.

In this case, the board shall send an employee a notice confirming the class of employment and the step he holds and shall also send a copy to the union.

The employee whose classification has been confirmed and who claims that the duties he is required to perform principally and customarily by the board correspond to a different class of employment may submit a classification grievance within ninety (90) days after he receives his classification notice. The grievance may also be lodged by the union which must state the reasons for the disagreement. The board shall reply to the employee and a copy shall be sent to the union within thirty (30) working days of the receipt of the classification grievance.

In the case of an unsatisfactory reply or failing a reply within the time limit prescribed, the employee or the union may, within thirty (30) working days of the expiry of the time limit prescribed for the reply, submit a grievance to arbitration according to the procedure prescribed in clause 6-1.15.

In this case only, the arbitrator's mandate shall be to determine the class of employment in the Classification Plan in which the employee should have been classified and the salary step. If the arbitrator cannot establish similarity between the characteristic duties the employee is required to perform principally and customarily by the board and a class of employment in the Classification Plan, the provisions of clauses 6-1.07 to 6-1.17 apply.

This decision shall be retroactive to the accreditation date even if the latter is prior to July 1, 2003; in this case, the applicable scales are those in effect for each year of the agreement ending on June 30, 2003.

**APPENDIX V**

**GRIEVANCES AND ARBITRATION BEFORE THE DATE OF THE  
COMING INTO FORCE OF THE AGREEMENT**

Any grievance which arose before the date of the coming into force of the agreement shall be settled according to the procedure prescribed in the former agreement.

Any arbitrator appointed under the agreement shall be deemed competent to sit for any grievance which arose prior to the signing of the agreement.

**APPENDIX VI RELOCATION**

The parties to this agreement may set up a parity committee within sixty (60) days of the date of the coming into force of the agreement.

The committee's mandate shall be to:

- 1- study the cases of employees who are obliged to be relocated for a second time following the application of the provisions of article 7-3.00;
- 2- make recommendations to the Provincial Relocation Bureau concerning the aforementioned cases.

The committee shall be composed of six (6) members:

- three (3) representatives appointed by the provincial negotiating employer group;
- three (3) representatives appointed by the provincial negotiating union group.

The Provincial Relocation Bureau must apply the unanimous recommendations submitted in writing by the committee members.

**APPENDIX VII****PARENTAL RIGHTS****Transitional provisions**

The working conditions concerning parental rights in effect on December 31, 2005 continue to apply after January 1, 2006 to the employee who, on December 31, 2005, is covered by the Employment Insurance Plan.

**Amendments made to parental rights**

Should amendments be made to the Québec Parental Insurance Plan, the Employment Insurance Act (1996, c. 23) or the Act respecting labour standards (R.S.Q., c. N-1.1) with respect to parental rights, the parties agree to meet to discuss the possible implications of the amendments on the current parental rights plan.

**APPENDIX VIII****SPECIAL PROVISIONS CONCERNING PARENTAL RIGHTS**

This appendix applies to an employee specifically referred to in a provision of the agreement under the conditions mentioned therein. The employee shall benefit from parental rights subject to the following terms and conditions:

1. to be eligible for parental rights, an employee must have worked at the board for at least twenty (20) weeks during the twelve (12) months preceding the leave;
2. an employee shall benefit from parental rights only for the period during which he or she would have actually worked;
3. an employee shall not be entitled to the provisions of article 5-4.00 concerning the extension of the maternity leave, paternity leave or adoption leave other than those prescribed in paragraph b) of clause 5-4.42 under the terms and conditions stipulated therein;
4. the employee's weekly salary is the average weekly salary of the last five (5) months; the layoff period shall not be taken into account in calculating the average weekly salary;
5. the employees referred to in subparagraph 3) of paragraph b) of clause 2-1.01 who have not worked for six (6) months since their hiring as well as the employees referred to in articles 10-1.00 and 10-2.00 shall not be entitled to the provisions of clause 5-4.18 and the special leave provided for in clause 5-4.24 shall be without salary.

## APPENDIX IX

**CONTRACT CONCERNING A LOAN OF SERVICE BETWEEN A SCHOOL BOARD, AN EMPLOYEE AND A COMMUNITY ORGANIZATION**

1. The organization shall engage the services of the employee for the purposes of this contract for the period from \_\_\_\_\_ to \_\_\_\_\_.
2. The employee shall benefit, for the duration of this contract, from a leave with salary in accordance with the terms and conditions of payment prescribed in his board.
3. The employee agrees that the provisions concerning paid legal holidays, working days, work schedule, vacation and overtime applicable to him during the period covered by this contract shall be those prescribed in the organization for the group of employees to which he belongs. In the case of overtime, the cost shall be borne by the organization.
4. The employee shall be entitled, for the duration of this contract, to the benefits to which he would be entitled under his agreement had he actually been working in his board, provided that they be compatible with his new working conditions and the provisions of this contract.

**Concordance provisions**

- a) In the case where, during the loan of service, the number of paid legal holidays granted by the organization is less than that to which the employee is entitled under his agreement, the board shall pay the employee the paid legal holidays thus lost in accordance with the provisions of the agreement.
  - b) In the case of the employee who is unable to use all the vacation days prescribed under his agreement as a result of this contract, the vacation days thus lost shall be recovered upon his return to the board in accordance with the agreement.
5. For the duration of this contract as provided for in article 1, the organization shall reimburse the board, on a monthly basis, fifty percent (50%) of the employee's salary according to the board's monthly invoice.
  6. If the organization fails to pay the amounts indicated in article 5 within the time limits allotted, this contract shall be cancelled automatically and the employee shall return to the board.
  7. One of the parties may terminate this contract, provided that it has given the other two (2) parties a ten (10)-day written notice.
  8. On returning to the board, the employee shall be reinstated in his position. If the position was abolished or if the employee was displaced under the agreement, the employee shall be entitled to the benefits he would have received had he been at work.

**APPENDIX X****PROVISIONS OF PARAGRAPH 2) OF CLAUSE 7-1.19**

The board and the union may agree, in writing, to proceed in a manner other than according to the inverse order of seniority or according to seniority in applying the provisions of subparagraphs a) and b) of paragraph 2) of clause 7-1.19. Failing a written agreement between the board and the union, the provisions of paragraph 2) of clause 7-1.19 of the agreement apply.

## APPENDIX XI

## TERMS AND CONDITIONS FOR APPLYING THE PROGRESSIVE RETIREMENT PLAN

1. The progressive retirement plan, hereinafter called "the plan", shall permit an employee to reduce his time worked on a weekly or annual basis for a period of one (1) to five (5) years. The proportion of the number of hours worked<sup>1</sup> per week cannot be less than forty percent (40%) of the duration of the regular workweek or less than a number of regular hours equal to forty percent (40%) of the number of regular hours in a work year in relation to the regular workweek prescribed for his class of employment.
2. Only the regular full-time employee or the regular part-time employee whose regular workweek is greater than forty percent (40%) of the regular workweek prescribed for his class of employment and who is a member of one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit from the plan only once.
3. For the purpose of this appendix, the agreement found herein is an integral part of the appendix.
4. To be eligible to participate in the plan, an employee must first verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he will be entitled to a pension on the date on which the agreement expires.
5. The employee shall sign the form required by CARRA and shall forward a copy to the board.
  - a) The employee who wishes to benefit from the plan must forward a written request to the board at least ninety (90) days in advance. The deadline may be shortened with the agreement of the board.
  - b) The request must specify the period during which the employee intends to benefit from the plan as well as the distribution of the working time.
  - c) The employee shall also forward to the board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he will be entitled to a pension on the date on which the agreement expires.
6. Approval of the request for the progressive retirement plan shall be subject to a prior agreement with the board which shall take into account the needs of the department.
7. During the progressive retirement period, the employee shall receive his salary including the premiums to which he is entitled in proportion to the number of hours worked.
8. During the progressive retirement period, the employee shall accumulate seniority and experience as if he had not availed himself of the plan.
9. During the progressive retirement period, the board shall pay its share of the contribution to the health insurance plan on the basis of the employee's time worked prior to the agreement. For the term of the agreement, the employee shall be entitled to the standard life insurance plan to which he was entitled prior to the agreement.
10. During the progressive retirement period, the employee shall be considered, for the purpose of movement of personnel under article 7-3.00, on the basis of his time worked prior to the beginning of the plan. However, the salary protection provided for in clause 7-3.19 shall be calculated on the basis of the number of hours worked during the period covered by the plan.
11. The board and the employee shall sign, where applicable, the agreement stipulating the terms and conditions relating to the progressive retirement plan.

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<sup>1</sup> If an employee occupies a position of a cyclical or seasonal nature, the number of hours worked cannot be less than forty percent (40%) of the regular hours worked on an annual basis.



12. During the progressive retirement period, the pensionable salary, for the purpose of the pension plans (CSSP, RREGOP and TPP) for the years or parts of years specified in the agreement is that the employee would have received or, for a period during which salary insurance benefits were paid, would have been entitled to receive had he not availed himself of the plan. The service credited for the purpose of the pension plans (CSSP, RREGOP and TPP) is that which would have been credited to the employee had he not availed himself of the plan.
13. For the duration of the agreement, the employee and the board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the employee had not availed himself of the plan.
14. Except for the preceding provisions, the employee who avails himself of the progressive retirement plan shall be governed by the provisions of the agreement applicable to a part-time employee when the number of weekly working hours determined in the agreement is less than seventy-five percent (75%) of the duration of the regular workweek prescribed for his job category.
15. Where applicable, the number of hours not worked per week by the employee participating in the plan shall be filled, where applicable, under clause 7-1.23 or 7-1.28 of the agreement, as the case may be.
16. Upon the expiry of the agreement, the employee shall be considered as having resigned and shall be pensioned off.

**PROGRESSIVE RETIREMENT PLAN**

AGREEMENT CONCLUDED

BETWEEN

The \_\_\_\_\_ School Board

hereinafter called the board

AND

Surname: \_\_\_\_\_ Given Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called the employee

**SUBJECT: PROGRESSIVE RETIREMENT PLAN****1. Period covered by the progressive retirement plan**

This agreement comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

The agreement can expire on another date under the circumstances and according to terms and conditions prescribed in clauses 3 and 4 found hereinafter.

**2. Time worked**

For the duration of the agreement, the number of hours worked<sup>1</sup> by the employee shall be equal to \_\_\_\_% of the duration of the regular workweek or represents, in the case of a reduction of the time worked on an annual basis, a number of regular hours worked equal to \_\_\_\_% of the regular hours worked in relation to the work year, that is, from \_\_\_\_\_ to \_\_\_\_\_ for each fiscal year of the agreement.

Notwithstanding the preceding paragraph, the board and the employee may agree to change the percentage provided, however, that the number of hours worked is not less than forty percent (40%) of the regular workweek provided for the employee's class of employment.

<sup>1</sup> If an employee occupies a position of a cyclical or seasonal nature or works, the number of hours worked cannot be less than forty percent (40%) of the regular hours worked on an annual basis.

### 3. Changes to the dates set for the beginning and expiry of the agreement

Should the employee not be eligible to retire upon the expiry of the agreement because of circumstances beyond his control as stipulated by regulation, the length of the agreement shall be extended to the date on which he shall be entitled to a pension, even if the total progressive retirement period exceeds five (5) years.

Any changes to the dates set for the beginning and expiry of the agreement must have the prior approval of CARRA.

### 4. Nullity or termination of the agreement

- a) In the event of the retirement, resignation, layoff, dismissal or death of the employee or, where applicable, upon expiry of the extension agreed to under clause 3, the agreement shall expire on the date on which the event occurs.
- b) The same applies in the event of the employee's withdrawal which can only occur with the approval of the board.
- c) The agreement shall also terminate if the employee is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement according to the terms and conditions which it determines and provided that such a continuation meets the approval of CARRA.
- d) If the agreement becomes null or terminates because of the 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 by regulation.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_.

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

\_\_\_\_\_  
Employee

The board shall forward a certified true copy of the agreement to the union.

**APPENDIX XII**

**CONTINUATION OF PAID LEGAL HOLIDAY PLAN AT THE  
RIVERSIDE SCHOOL BOARD**

For the purposes of applying clause 5-2.05 of the agreement and subject to clause 2-1.01 g), employees working for the Riverside School Board shall continue to benefit from the number of paid legal holidays prescribed in the school calendar.

**APPENDIX XIII WORKING TIME REDUCTION PROGRAM**

1. The working time reduction program enables an employee to improve his quality of life while permitting the board to effect savings which could result in the protection of jobs.
2. The program is optional. Only employees who hold full-time positions with the board and who are not on another leave under the agreement at the time of their participation in the program shall be eligible.
3. The board may, upon an employee's written request, reduce his working time for a period agreed upon without however exceeding twelve (12) months.

The leave may be renewed under the same conditions and according to the same terms and conditions as those prescribed in the preceding paragraph.

4. The board and the employee shall agree on a reduced number of working hours and shall establish a work schedule on the basis of one of the options listed hereinafter or any other option:

a) **Technical and paratechnical support staff and administrative support staff**

- 32 hours over 4 days
- 30 hours over 4 or 5 days
- 31 1/2 hours over 4 1/2 days

b) **Labour support staff**

- 34 hours over 4 days
- 35 hours over 5 days
- 36 hours over 4 days

c) A reduction of one day from the regular workweek

d) A reduction of the number of working days in the school year, namely:

- predetermined days per month (e.g. 2 days per month)
- or
- a predetermined number of days (e.g. 30 days) in the school calendar on dates agreed upon.

5. With the agreement of the board, the employee may cease to participate in the program.
6. The salary including all other benefits shall be calculated in proportion to the time worked during the program. However, an employee shall be entitled to the vacation period prescribed in the agreement as if he were not participating in the program.

Notwithstanding the preceding paragraph, the employee's status shall be maintained for the duration of the program.

7. The employee shall continue to accumulate his seniority while he participates in the program.
8. The hours worked by an employee who participates in the program in addition to those prescribed in his schedule shall be considered as overtime, provided they exceed the number of hours of his regular workweek in effect prior to his participation in the program.
9. During the period when the working time is reduced as prescribed in the program, the board shall continue to pay its contributions to CARRA for the employee who continues to pay his required contributions, under the applicable pension plan, up to a maximum of twenty percent (20%) of full-time on a yearly basis. Subsequently, a full year of service and an equivalent pensionable salary shall be recognized for the employee.

10. To be eligible for the program, an employee must have completed at least thirty-six (36) months of service with the board or another employer covered by RREGOP, TPP or CSSP.

Moreover, the cumulative absences without pay of the employee concerned must not exceed five (5) years in the course of his career. Any maternity, paternity or adoption leave of which an employee availed himself or herself up to a maximum of three (3) years shall not be computed in that period.

11. The working time reduction program is temporary and remains in force until the agreement is renewed.

**APPENDIX XIV                      FAMILY RESPONSIBILITIES**

The negotiating union group QFL, 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 sectorial, regional or local parties, as the case may be, to strike a better balance between parental and family responsibilities and work-related responsibilities in determining the working conditions and their application.

## APPENDIX XV

**LETTER OF AGREEMENT CONCERNING THE REVISION OF THE  
CLASSIFICATION PLAN AND OF THE SALARY OF SCHOOL  
SECRETARIES**

**Whereas** the revision of the Classification Plan for technical and paratechnical, administrative and manual support positions provides for the creation, abolishment, modification and replacement of certain classes of employment;

**Whereas** the revision involves maintaining and modifying certain salary scales;

The provincial negotiating parties agree as follows:

**1) Revision of Classification Plan**

The parties concluded an agreement under clause 6-1.13 of the agreement concerning the creation of new classes of employment or the modification of classes of employment prescribed in the Classification Plan, February 1, 2006 edition.

**2) Integration of employees in the class of employment of offset duplicator operator, offset duplicator operator, principal class or person-in-charge of a day care service**

- A) The employee in one of the classes of employment found in the following table shall receive a classification notice assigning him, on February 1, 2006, the class of employment corresponding to the class of employment held on the preceding day.
- B) The classification notice shall be forwarded in writing no later than June 1, 2006. A copy of the classification notice shall be forwarded to the union.

<b>Class of employment held on January 31, 2006</b>	<b>Class of employment assigned on February 1, 2006</b>
Offset duplicator operator	Printing operator
Offset duplicator operator, principal class	Printing operator, principal class
Person-in-charge of a day care service	Day care service technician

**3) Integration of employees in the class of employment of telephone operator into the class of employment of office agent, class II**

- A) The employee in the class of employment of telephone operator on January 31, 2006 shall be integrated into the class of employment of office agent, class II on February 1, 2006. A classification notice to this effect shall be forwarded to him in writing no later than June 1, 2006. A copy of the classification notice shall be forwarded to the union.
- B) The integration of employees on February 1, 2006 shall be carried out according to the more advantageous of the following formulas:
- a) in the step held on January 31, 2006;
  - b) if the employee held the last step of his salary scale on January 31, 2006, he shall be assigned, on February 1, 2006, the step of his new class of employment corresponding to his years of experience recognized valid and directly pertinent to the duties of that class of employment.



- C) An employee who believes that he should have been assigned another class of employment under the preceding paragraph A) may file a grievance to that effect with the board within ninety (90) days of the classification notice. The grievance may also deal with the step assigned. The union may, within the same time limit, file a grievance on behalf of the employee.

Notwithstanding any other provision, the grievance shall be referred, without any other formality, to the arbitration procedure prescribed in article 9-2.00 and shall be heard by one of the arbitrators listed in clause 6-1.15.

In the event of arbitration, the arbitrator shall determine the appropriate class of employment or step to which the employee is entitled and the retroactive amounts, if any. The class of employment assigned must exist in the Classification Plan in effect on February 1, 2006.

**4) Creation of the classes of employment of reprography operator and reprography operator, principal class**

The employee who performs principally and customarily, on February 1, 2006, the duties of the new class of employment of reprography operator or the new class of employment of reprography operator, principal class shall receive a classification notice assigning him that class of employment. The assigning of this class of employment shall not entail a demotion.

An employee who believes that he should have been assigned either one of the two (2) classes of employment mentioned in the preceding paragraph may file a grievance to that effect according to the procedure prescribed in paragraph C) of article 3.

A classification notice shall be forwarded to the employee in writing no later than June 1, 2006. A copy of the classification notice shall be forwarded to the union.

**5) Retroactivity and integration of employees in the class of employment of school secretary into the class of employment of school or centre secretary**

**Retroactivity from July 1, 1998 to January 31, 2006**

- A) The salary scale prescribed in article 6 of this appendix shall be assigned to the class of employment of school secretary, retroactively to July 1, 1998.
- B) The salary rate of an employee for each of the periods concerned shall be determined according to the more advantageous of the following formulas:
- a) for the period from July 1, 1998 to December 31, 1998 and subsequent periods<sup>1</sup>, the board shall pay the employee the difference between the salary rate of the step held during that period and the salary rate, in the new salary scale, of the corresponding step;
  - b) however, if the employee held the last step of his salary scale, the board shall pay him the difference between the salary rate of the step held during that period and the salary rate of the step, in the new salary scale, corresponding to his years of experience recognized as valid and directly pertinent to the duties of the new class of employment.

<sup>1</sup> Read the following periods:

from January 1, 1999 to December 31, 1999	from November 21, 2002 to March 31, 2003
from January 1, 2000 to December 31, 2000	from April 1, 2003 to November 20, 2003
from January 1, 2001 to November 20, 2001	from November 21, 2003 to November 20, 2004
from November 21, 2001 to December 31, 2001	from November 21, 2004 to November 19, 2005
from January 1, 2002 to November 20, 2002	from November 20, 2005 to January 31, 2006

**Integration and classification on February 1, 2006**

- C) The employee who held the class of employment of school secretary on January 31, 2006 shall be integrated into the class of employment of school or centre secretary on February 1, 2006. A classification notice shall be forwarded to him in writing no later than June 1, 2006. A copy of the classification notice shall be forwarded to the union.
- D) The employee shall be integrated on February 1, 2006 according to the more advantageous formula:
  - a) into the step held on January 31, 2006;
  - b) if the employee held the last step of his salary scale on January 31, 2006, he shall be assigned, on February 1, 2006, the step of his new class of employment corresponding to his years of experience recognized as valid and directly pertinent to the duties of that class of employment.
- E) The parties agree that the salary adjustments granted to school and centre secretaries shall not have the effect of excluding this category of employment from the pay equity plan. Thus, this category of employment is covered by the pay equity plan of the *Intersyndical* and the Conseil du trésor and, to this effect, shall be evaluated according to 17-subfactor evaluation plan. Where applicable, other salary adjustments could be determined as for other predominantly female categories of employment covered by the pay equity plan.

6) **Salary scale of the class of employment of school secretary applicable retroactively to July 1, 1998**

The revised salary scale applicable<sup>1</sup> to the class of employment of school secretary is that found below for the periods specified:

From 1998-07-01 to 1998-12-31		
Step	Current rate	Revised rate
1	14.06	14.25
2	14.47	14.69
3	14.92	15.13
4	15.37	15.57
5	15.85	16.04
6	16.34	16.51
7	16.34	17.01

From 2002-11-21 to 2003-03-31		
Step	Current rate	Revised rate
1	15.42	15.69
2	15.88	16.18
3	16.37	16.68
4	16.86	17.17
5	17.38	17.68
6	17.93	18.19
7	17.93	18.75

From 1999-01-01 to 1999-12-31		
Step	Current rate	Revised rate
1	14.27	14.46
2	14.69	14.91
3	15.14	15.36
4	15.60	15.80
5	16.09	16.28
6	16.59	16.76
7	16.59	17.27

From 2003-04-01 to 2003-11-20		
Step	Current rate	Revised rate
1	15.73	16.00
2	16.20	16.50
3	16.70	17.01
4	17.20	17.51
5	17.73	18.03
6	18.29	18.55
7	18.29	19.13

From 2000-01-01 to 2000-12-31		
Step	Current rate	Revised rate
1	14.63	14.82
2	15.06	15.28
3	15.52	15.74
4	15.99	16.20
5	16.49	16.69
6	17.00	17.18
7	17.00	17.70

From 2003-11-21 to 2004-11-20		
Step	Current rate	Revised rate
1	15.76	16.06
2	16.23	16.57
3	16.73	17.08
4	17.23	17.58
5	17.76	18.10
6	18.32	18.63
7	18.32	19.21

From 2001-01-01 to 2001-11-20		
Step	Current rate	Revised rate
1	15.00	15.19
2	15.44	15.66
3	15.91	16.13
4	16.39	16.61
5	16.90	17.11
6	17.43	17.61
7	17.43	18.14

From 2004-11-21 to 2005-11-19		
Step	Current rate	Revised rate
1	15.79	16.12
2	16.26	16.64
3	16.76	17.15
4	17.26	17.65
5	17.79	18.17
6	18.35	18.71
7	18.35	19.29

From 2001-11-21 to 2001-12-31		
Step	Current rate	Revised rate
1	15.02	15.25
2	15.46	15.72
3	15.94	16.20
4	16.42	16.68
5	16.93	17.18
6	17.46	17.68
7	17.46	18.21

As of 2005-11-20		
Step	Current rate	Revised rate
1	15.81	16.21
2	16.27	16.71
3	16.77	17.21
4	17.27	17.72
5	17.82	18.26
6	18.37	18.79
7	18.37	19.35

From 2002-01-01 to 2002-11-20		
Step	Current rate	Revised rate
1	15.40	15.63
2	15.85	16.11
3	16.34	16.61
4	16.83	17.10
5	17.35	17.61
6	17.90	18.12
7	17.90	18.67

<sup>1</sup> Salary scale for rank 9 consisting of seven (7) steps, according to the 16-factor system

**7) Other provisions**

- A) The fact that the qualifications required for certain classes of employment are upgraded may not have the effect of granting an employee a class of employment, a salary rate or a step different from the one held on January 31, 2006.
- B) The classification resulting from the revision of the Classification Plan may not entail a demotion.
- C) Any movement of personnel carried out between February 1, 2006 and the date on which this agreement is signed<sup>1</sup> shall not be called into question.

**8) Retroactivity**

- A) The employee, school secretary, in the employ of the board between July 1, 1998 and the date on which this agreement is signed, is entitled to a retroactive payment equal to the difference, if it is positive, between the salary or, as the case may be, the amount to which he would have been entitled, taking into account his active service or the number of hours remunerated during that period under the following provisions of the agreement:

5-3.00, 5-4.00, 5-9.00, 6-1.00, 6-2.00, 6-3.00, 6-5.00, 6-6.00, 8-3.00 and 10-1.00

and

the amounts already paid by the board to this effect between July 1, 1998 and the date on which this agreement is signed.

- B) The employee, telephone operator, integrated into the class of employment of office agent, class II, in the employ of the board between February 1, 2006 and the date on which this agreement is signed, is entitled to a retroactive payment equal to the difference, if it is positive, between the salary or, as the case may be, the amount to which he would have been entitled, taking into account his active service or the number of hours remunerated during that period under the following provisions of the agreement:

5-3.00, 5-4.00, 5-9.00, 6-1.00, 6-2.00, 6-3.00, 6-5.00, 6-6.00, 8-3.00 and 10-1.00

and

the amounts already paid by the board to this effect between February 1, 2006 and the date on which this agreement is signed.

- C) The amounts owing to the employees referred to in the preceding paragraph A) or B) in the employ of the board on the date on which this agreement is signed shall be paid no later than June 30, 2006.
- D) The board shall give employees, with a copy to the union, the summary of the retroactive payment calculations at the same time as the retroactive payment.
- E) As regards the employees referred to in the preceding paragraph A) or B) in the employ of the board during the period concerned and who are no longer in the employ of the board on the date on which this agreement is signed, the board shall provide the union with a list of the employees concerned within one hundred and twenty (120) days of the date on which this agreement is signed and shall specify the last known address so that the union may contact the employees to inform them of their right to retroactivity.

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<sup>1</sup> Read "date on which amendments to the 2005-2010 collective agreement were signed".

The employees referred to in the preceding paragraph must submit a written request to this effect to the board within one hundred and twenty (120) days after the union received the list. In the event of the employee's death, the request may be made by his heirs and assigns.

The amounts owing shall be paid within sixty (60) days of receiving an employee's request.

## APPENDIX XVI

REGIONAL OFFICES AND ENGLISH-LANGUAGE SCHOOL  
BOARDS

Regional offices	School boards
<b>Region 01</b> Du Bas-Saint-Laurent et de la Gaspésie–Îles-de-la-Madeleine	Eastern Shores
<b>Region 02</b> Du Saguenay–Lac-Saint-Jean	
<b>Region 03</b> De la Capitale-Nationale et de la Chaudière-Appalaches	Central Québec
<b>Region 04</b> De la Mauricie et du Centre-du-Québec	
<b>Region 05</b> De l'Estrie	Eastern Townships
<b>Region 06.1</b> De Laval, des Laurentides et de Lanaudière	Sir Wilfrid Laurier
<b>Region 06.2</b> De la Montérégie	New Frontiers Riverside
<b>Region 06.3</b> De Montréal	English Montreal Lester B. Pearson
<b>Region 07</b> De l'Outaouais	Western Québec
<b>Region 08</b> De l'Abitibi-Témiscamingue et du Nord-du-Québec	
<b>Region 09</b> De la Côte-Nord	

## APPENDIX XVII

**LETTER OF INTENT CONCERNING ADDITIONAL DEPOSITS  
TO THE FONDS D'AMORTISSEMENT DES RÉGIMES DE  
RETRAITE (FARR)**

The government undertakes to make additional deposits to the Fonds d'amortissement des régimes de retraite (FARR) so that the value of the latter represents, in twenty (20) years, seventy percent (70%) of the actuarial value of the accrued pension benefits of employees of the public and parapublic sectors calculated according to the accounting method used.

To this end:

- The FARR is composed of three (3) distinct funds, one for the Government and Public Employees Retirement Plan (RREGOP), one for the Pension Plan for Management (PPM) and one for the other pension plans. The three (3) funds constitute the Fonds d'amortissement des régimes de retraite (FARR) as defined in the Financial Administration Act (R.S.Q., c. A-6).
- Additional deposits shall be made on the basis of the prevailing financial market conditions, particularly interest rates and response to the new issue of bonds.
- If conditions are favourable, the government may increase in a given year the amounts specified in the initial schedule; in the event of unfavourable conditions, the deposits may be lower than those initially specified.
- Every three (3) years, the government shall report on the state of the FARR, particularly concerning the deposits specified initially. Where applicable, a new deposit schedule shall be prepared.

**APPENDIX XVIII                      TRANSITIONAL PROVISIONS****SECTION I    Day Care Services**

In the context of the introduction in the agreement of the notion of regular day care service position and the new provisions in clause 2-1.01 g) concerning fringe benefits and vacation, the parties agree on the following transitional measures:

- 1) An employee working in a day care service on the date on which the agreement came into force or was absent for one of the reasons prescribed in the agreement, other than replacing an absent employee or an employee hired for a workload increase, shall be granted, as of that date, regular employee status prescribed in clause 1-2.20 if he does not already have such a status.
- 2) Notwithstanding the foregoing, the employee who has not completed the probation period prescribed in clause 10-3.01 of the 2000-2002 collective agreement must complete his probation period under clause 1-2.15 before being granted regular employee status.
- 3) Notwithstanding the other provisions of the agreement, the board shall maintain the working conditions prescribed in clauses 10-3.09 and 10-3.12 of the 2000-2002 collective agreement of the employee working in a day care service from the date on which the agreement comes into force and his layoff date.
- 4) Upon a recall to work for the 2006-2007 school year, the regular employee occupying a day care service position in which the number of working hours is greater than fifteen (15) hours per week shall continue to receive fringe benefits and his active service shall be recognized retroactively to July 1, 2006 for the purposes of accumulating vacation as prescribed in clauses 5-6.08 and 5-6.09 of the agreement.
- 5) As of the recall to work for the 2006-2007 school year, the hourly salary rate of the regular employee occupying a day care service position in which the number of working hours is equal to or less than fifteen (15) hours per week shall be increased by eleven percent (11%) in lieu of all fringe benefits and shall receive eight percent (8%) of his salary per pay for vacation purposes as prescribed in clause 2-1.01.
- 6) Upon the recall to work for the 2006-2007 school year, the number of hours of the regular workweek shall be determined for the purposes of establishing the employee's benefits or the compensation for such benefits. The number shall be readjusted on September 20, date prescribed in clause 7-3.31 on which to confirm the number of hours of the regular day care service positions.

**SECTION II    Special Education**

In the context of the introduction in the agreement of the notion of regular special education position and the new provisions in clause 2-1.01 g) concerning fringe benefits and vacation, the parties agree on the following transitional measures:

- 1) An employee working in the special education sector on the date on which the agreement is signed or who was absent for one of the reasons prescribed in the agreement, other than replacing an absent employee or an employee hired for a workload increase, shall be granted, as of that date, regular employee status prescribed in clause 1-2.20 if he does not already have such a status.
- 2) Notwithstanding the foregoing, the employee who has not completed the probation period prescribed in clause 10-4.04 of the 2000-2002 collective agreement must complete his probation period under clause 1-2.15 before being granted regular employee status.



- 3) Notwithstanding the other provisions of the agreement, the employee occupying a position in the special education sector in which the number of working hours is equal to or lower than fifteen (15) hours per week shall continue to benefit from the fringe benefits and accumulate the vacation days under the 2000-2002 provisions from the date on which the agreement comes into force and the date on which he is laid off.
- 4) As of the recall to work for the 2006-2007 school year, the hourly salary rate of the regular employee occupying a special education position in which the number of working hours is equal to or less than fifteen (15) hours per week shall be increased by eleven percent (11%) in lieu of all fringe benefits and shall receive eight percent (8%) of his salary per pay for vacation purposes as prescribed in clause 2-1.01.

### **SECTION III Regular Sector**

In the context of the introduction of the new provisions concerning security of employment prescribed in article 7-3.00, the fringe benefits and vacation under clause 2-1.01 g) of the agreement, the parties agree on the following transitional measures:

- 1) The security of employment provisions of article 7-3.00 of the 2000-2002 agreement shall continue to apply for the regular employees who do not work in the special education sector or in a day care service as regards positions abolished on July 1, 2006 under clause 7-3.02 of this agreement. The provisions of the 2005-2010 collective agreement apply for the positions abolished at a later date.
- 2) A regular employee whose number of working hours is equal to or less than fifteen (15) hours per week shall continue to receive until June 30 following the date on which the collective agreement came into force all the fringe benefits and vacation prescribed in the 2000-2002 collective agreement. As of July 1 following the date on which the collective agreement came into force, the hourly salary rate of the regular employee shall be increased by eleven percent (11%) in lieu of all fringe benefits and shall receive eight percent (8%) of his salary per pay for vacation purposes as prescribed in clause 2-1.01.

### **SECTION IV Duration of Employment**

In the context of the new provisions of article 8-1.00 concerning the duration of employment and the provisions of sections I and II of this appendix concerning regular employee status, the parties agree on the following transitional measures:

- 1) The rules prescribed for the calculation of the duration of employment under the provisions of the 2000-2002 collective agreement shall apply until June 30, 2006. On July 1, 2006, the duration of employment acquired by an employee under a former collective agreement shall be converted in years, months and days and begin to accumulate in this format and correspond to the time actually worked as provided for in article 8-1.00 of the agreement.
- 2) The duration of employment acquired by the employee who is granted a regular employee status between the date on which the agreement comes into force and June 30, 2006 according to the provisions in paragraphs 1) and 2) of sections I and II of this appendix shall be converted into seniority on July 1, 2006.
- 3) Based on the conversion prescribed in paragraph 1) or 2) of this section, no more than one year of duration of employment or more than one year of seniority may be recognized, as the case may be, for each school year during which an employee has acquired duration of employment under a former collective agreement. In addition, the duration of employment acquired by the student supervisor working ten (10) hours or less per week under article 10-2.00 of the 2000-2002 collective agreement or a former agreement must be converted on July 1, 2006 by allocating a value of twenty-five percent (25%) in relation to the value of the duration of employment calculated according to the new rules under article 8-1.00 or seniority calculated according to the rules prescribed in article 8-1.00.
- 4) The method for calculating the duration of employment recognized on June 30, 2006 for employees working in the special education sector may be the subject of a local arrangement under clause 11-3.05.

**APPENDIX XIX**

**LETTER OF AGREEMENT CONCERNING DAY CARE SERVICE EDUCATORS**

In accordance with article 7 of Appendix XXVIII of the 2000-2002 collective agreement, the parties agree to continue their work on defining the qualifications required for the class of employment of day care service educator.

**APPENDIX XX GRIEVANCE AND ARBITRATION PROCEDURE COMMITTEE**

The parties agree to set up, within one hundred and twenty (120) days of the coming into force of the agreement, a working committee dealing with the grievance and arbitration procedure. The committee shall be composed of three (3) representatives of each party.

The committee's mandate shall be:

- to update the lists of arbitrators found in clauses 6-1.15 and 9-2.02 of the agreement;
- to analyze the problems identified by the chief arbitrator of the Greffe des tribunaux d'arbitrage du secteur de l'éducation, concerning the arbitration system;
- to study proposals aimed at improving the effectiveness of the grievance and arbitration procedure;
- to agree on appropriate solutions, if any.

The committee shall establish its own rules of operation and shall report to the parties no later than June 30, 2007.

**A1 APPENDIX XXI IMPLEMENTATION OF THE PAY EQUITY PLAN ESTABLISHED UNDER THE PAY EQUITY ACT (R.S.Q., C. E-12.001)**

In accordance with the Pay Equity Plan and paragraph 10 of Section III of the agreement on its implementation, concluded with the union bodies on December 21, 2006, the provincial negotiating parties agree to amend the agreement as follows:

**1) Modification of Hourly Salary Scales and Rates**

Within sixty (60) days of December 21, 2006, the hourly salary scales and rates in effect for the classes of employment covered by a pay equity salary adjustment shall be modified as indicated in Section 2 of Appendix I of the agreement.

**2) Retroactivity**

A) An employee who is in the employ of the board between November 21, 2001 and the date on which the hourly salary scales and rates are modified under article 1, and who is in a class of employment found in Section 2 of Appendix I of the agreement, is entitled to a retroactive payment equal to the difference, if positive, between the salary or, as the case may be, the amount to which he would have been entitled, taking into account his active service or the number of hours remunerated during the periods covered by Section 2 of Appendix I of the agreement and under articles 5-3.00, 5-4.00, 5-9.00, 6-1.00, 6-2.00, 6-3.00, 6-5.00, 6-6.00, 8-3.00, 10-1.00 and 10-2.00 of the agreement;

and

the amounts already paid by the board to this effect between November 21, 2001 and the date when the hourly salary scales and rates were modified under article 1.

B) The employee whose hourly salary rate, on the day preceding the date on which the hourly salary scales and rates are adjusted, is higher than the single salary rate or the maximum rate of the scale in effect for his class of employment and equal to or higher than the new single salary rate or the new maximum salary scale for his class of employment, shall receive no adjustment.

C) The employee whose hourly salary rate, on the day preceding the date on which the hourly salary scales and rates are adjusted, is equal to or higher than the single salary rate or the maximum rate of the scale in effect for his class of employment, and lower than the new single salary rate or the new maximum salary scale for his class of employment, shall have his rate brought up to the new single salary rate or the new maximum rate of the salary scale in effect for his class of employment.

However, this adjustment shall be equal to the difference between the adjusted rate and the rate applicable on the day preceding the date of the adjustment from which shall be deducted the lump sum, where applicable, which he is paid as an overrate or overscale employee.

**3) Other Provisions**

A) Within ninety (90) days of the coming into force of this appendix, the board shall provide the union with the list of employees who have left their job since November 21, 2001 together with their last known address.

B) An employee whose employment ceased between November 21, 2001 and the payment of retroactivity may apply to the board to be paid the amount owing.

On receiving a written request from an employee to that effect, the board shall pay the amount owing no later than April 30, 2007 or within thirty (30) days of receiving the request if it is sent after April 1, 2007.

- C) The amount owed to an employee under this appendix may be requested, where applicable, by his legal heirs.
- D) The amounts calculated for each of the periods covered by this appendix shall bear interest at the legal rate in accordance with the Pay Equity Act (R.S.Q., c. E-12.001).

