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

1-2.05 Board

The school board bound by the agreement.

1-2.06 Spouse

Persons:

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

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

1-2.07 Agreement

This collective agreement.

1-2.08 Grievance

Any disagreement regarding the interpretation or application of the agreement.

1-2.09 Ministère

The Ministère de l'Éducation du Québec (MEQ).

1-2.10 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.

1-2.11 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 Union des employés et employées de service, section locale 800 affiliated with the Québec Federation of Labour (QFL)

1-2.12 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.

1-2.13 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.

1-2.14 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.

1-2.15 Probationary employee

The employee who was hired but who has not completed the probation period prescribed in clause 1-2.12 in order to become a regular employee.

1-2.16 Regular employee

- a) An employee who has completed the probation period prescribed in clause 1-2.12.
- 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.

1-2.17 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 7-1.03. 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 clause 7-1.03. 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.

A temporary employee shall be dismissed 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.

1-2.18 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, May 3, 2000 edition, including any change or new classes which could be added during the term of the agreement.

1-2.19 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.

1-2.20 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.

1-2.21 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.

1-2.22 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.

1-2.23 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.

1-2.24 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).

1-2.25 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).

1-2.26 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 an employee in a part-time position, in which case, the calculation shall be made proportionally.

1-2.27 Union

The union bound by the agreement.

1-2.28 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** The workplace must be exempt of 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.

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 1-2.17

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
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
7-1.03 h) and i)	Procedure for filling a permanently vacant or newly created position
7-1.10 f)	Procedure for filling a temporarily vacant position
7-1.11 c)	Procedure for filling a position related to a temporary increase in workload
7-1.17 to 7-1.23	Priority of Employment List
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 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	Appendices dealing with clauses or articles listed in this paragraph
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 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 7-1.03.

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 7-1.03. 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 7-1.03.

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 time¹ or part time if the employee assigned to the special project was working part time¹.

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) Assignment procedure for a special project

When the board decides to assign a person to a special project, it shall proceed as follows:

- a) it shall assign an employee in surplus. The assignment must not constitute a promotion;
- b) failing this, it shall offer the assignment, according to seniority, to regular employees in the same office, department, school or centre for whom the assignment constitutes a promotion or transfer;
- c) failing this, it shall offer the assignment, according to seniority, to all of its regular employees, following a posting of at least ten (10) working days in accordance with clause 7-1.04;
- d) failing this, it shall offer the assignment, according to the duration of employment, to persons whose name is registered on the priority of employment list for the class of employment concerned;
- e) failing this, it shall offer the assignment, according to the duration of employment, to the employees covered by Chapter 10-0.00 who have applied during the posting prescribed in the preceding subparagraph c);
- f) failing this, it may hire any other person.

In all cases, the employee must have the required qualifications and meet the other requirements determined by the board.

4) 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.

¹ 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.

When reducing staff, the board shall first proceed by class of employment, according to the inverse order of the duration of employment of temporary employees, second, by the inverse order of duration of employment of employees covered by Chapter 10-0.00 and third, by the inverse order of seniority of 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 subparagraph 4) 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 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 only for the period during which he would have been laid off temporarily;
- ii) a temporary layoff for the period prescribed for the assignment to the special project.

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 benefit from 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.

5) 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.

6) 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".

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

In addition to the provisions of paragraphs 1) to 6) of clause 2-1.01 d), a regular employee, mentioned in subparagraphs a), b) and c) of paragraph 3), assigned to a special project, shall maintain his status and inherent working conditions except articles 8-2.00 and 8-3.00.

8) Working conditions applicable only to temporary employees mentioned in paragraph c) of clause 1-2.17 and employees covered by Chapter 10-0.00 assigned to a special project

In addition to the provisions of paragraphs 1) to 6) of clause 2-1.01 d), 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
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
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 5-4.30
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
7-1.03 h) and i)	Procedure for filling a permanently vacant or newly created position
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 only with matters which could be the subject of a local arrangement
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

Duration of employment

The duration of employment acquired by a temporary employee in a special project shall be calculated in years and hours, it being understood that a year is equal to 1 365 hours or more for technical and paratechnical support positions and administrative support positions and 1 511 hours or more for labour support positions.

The duration of employment of an employee covered by Chapter 10-0.00 assigned to a special project shall be calculated in accordance with the provisions concerning duration of employment applicable before his assignment to the special project.

e) Employees working exclusively within the framework of adult 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 10 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 in a day care service under the aegis of a school board

Employees shall benefit from the provisions of article 10-3.00 of the agreement only, unless otherwise provided.

h) Employees working with handicapped students integrated partially or totally into regular classes

Employees shall benefit from the provisions of article 10-4.00 of the agreement only, unless otherwise provided.

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.

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 these, 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.

3-2.00 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 the complete list of employees to whom the agreement applies and shall indicate 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 and salary, the department or school to which he is assigned, date of birth, home address, telephone number and social insurance number, the foregoing as brought to the board's attention as well as any other information previously 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:
- 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 7-1.04 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).
- 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.
- 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.

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.

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 paragraph 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 inform his immediate superior, in advance, 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 fifteen (15) days in advance, the board shall release an employee for full-time union activities for an uninterrupted period varying from one (1) to twelve (12) months renewable according to the same procedure.

3-6.09 The union must notify the board at least fifteen (15) 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, every amount paid to such 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.

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 forty-eight (48) hours 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 forty-eight (48) hours before the beginning of 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 the list of 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 also provide 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 social insurance 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.

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 may be absent from work without loss of salary in order to take part in these meetings after having informed his immediate superior.

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: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding;
- b) the marriage 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 paragraph 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 paragraphs 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 paragraphs 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 paragraphs c), d) and e) of clause 5-1.01, where there is cremation or interment, the employee may avail himself of the following option:

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

paragraph 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;

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

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 position¹ 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 position² 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 1-2.06 as well as the dependent child defined as follows:

dependent child: a child of an employee, of his spouse or of both, unmarried 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 (18th) 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.

¹ 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.

² 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.

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).

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 twenty-two (22)¹ 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 (104th) 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 June 30, 1998 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.

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

- 5-3.08** As a counterpart to the board's contribution to the 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 June 30, 1998 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;

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, 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 (18th) 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: sixty dollars (\$60) per year plus tax on this amount, where applicable;
 - b) in the case of an individually insured participant: twenty-four dollars (\$24) per year plus tax on this amount, where applicable;
 - 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 one month 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 one month 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 1-2.28 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 to a maximum of five percent (5%).

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

- b) During a disability period, the board may authorize a regular employee, absent for at least twelve (12) weeks, 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.

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.

- 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 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 (61st) 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 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 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 an examination of the employee concerned in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him to travel more than fifty (50) kilometres from his usual place of work 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 (7) seven 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 1995-1998 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 1995-1998 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 The maternity leave allowances prescribed in section II shall only be paid as supplements to employment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which employment insurance does not provide any benefits.

5-4.02 If the granting of a leave is restricted to only one spouse, such restriction applies so long as the other spouse is also an employee of the public and parapublic sectors.

5-4.03 The board shall not reimburse the employee for the amounts that Human Resources Development Canada could require her to pay under the Employment Insurance Act, when the employee's salary exceeds the maximum insurable by one and a quarter (1¼) times.

The basic weekly salary¹, the deferred basic weekly salary as well as severance payments shall not be increased or decreased by the amounts received under the supplementary employment insurance benefits plan.

5-4.04 Unless specifically provided otherwise, this article cannot result in granting an employee a benefit, monetary or not, which he or she would not have had had he or she remained at work.

Section II Maternity leave

5-4.05 A pregnant employee shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to the provisions of clause 5-4.08, must be consecutive.

The employee who becomes pregnant while on a leave of absence without salary or a partial leave without salary provided for in this article shall also be entitled to a maternity leave and to the allowances prescribed in clauses 5-4.10 and 5-4.13, as the case may be.

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

Should the employee's spouse who is on maternity leave die, the remainder of the twenty (20) weeks of maternity leave and the rights and benefits attached thereto shall be transferred to him.

5-4.06 The employee who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date shall also be entitled to a maternity leave.

5-4.07 The distribution of the maternity leave, before and after the birth, shall be the employee's decision and shall include the day of the birth.

5-4.08 An employee who has sufficiently recovered from delivery but whose child must remain in the hospital may interrupt her maternity leave by returning to work.

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

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

5-4.09 To obtain maternity leave, an employee must give written notice to the board at least two (2) weeks before the date of departure. Such notice must be accompanied by a medical certificate attesting to the pregnancy and the due date.

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

Cases eligible for employment insurance

5-4.10 An employee who has accumulated twenty (20) weeks of service¹ and who, following the submission of the request for benefits under the employment insurance plan, receives such benefits shall be entitled during her maternity leave, subject to clause 5-4.15, to receive:

- a) for each week of the waiting period stipulated by the employment insurance plan, an allowance equal to ninety-three percent (93%)² of her basic weekly salary;
- b) for each week she is receiving employment insurance benefits, an additional allowance equal to the difference between ninety-three percent (93%) of her basic weekly salary and the weekly employment insurance benefit she is receiving;

the additional allowance shall be calculated on the basis of the employment insurance benefits that an employee is entitled to receive without taking into account the amounts deducted from the benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

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

² Ninety-three percent (93%): This percentage was set to take into account the fact that the employee in this situation is exonerated from pension and employment insurance plan contributions which, on average, equal seven percent (7%) of her salary.

However, in the case of the employee who works for more than one employer from among those specified in paragraph c) of clause 5-4.14, she shall receive an additional allowance from each of her employers. In this case, the additional allowance shall be equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the board and the percentage of the employment insurance benefit corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the employee shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid to her by Human Resources Development Canada.

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

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

5-4.11 When the employee resumes the maternity leave interrupted under clause 5-4.08, the board shall pay the employee the allowance to which she would have been entitled had the leave not been interrupted.

5-4.12 The board may not offset, by the allowance that it pays to the employee on maternity leave, the reduction in the employment insurance benefits attributable to the salary earned from another employer.

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

The employer who pays 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 employment insurance benefits, allowances and salary may not however exceed ninety-three percent (93%) of the basic weekly salary paid by her board or, where applicable, by her employers.

Cases ineligible for employment insurance

5-4.13 An employee excluded from employment insurance benefits or declared ineligible shall also be excluded from receiving any other allowance.

However, the full-time employee who has accumulated twenty (20) weeks of service shall also be entitled to an allowance equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks, if she does not receive employment insurance benefits because she did not hold an insurable job for the required number of working hours during the period of reference stipulated in the employment insurance plan.

A part-time employee who has accumulated twenty (20) weeks of service shall be entitled to an allowance equal to ninety-five percent (95%) of her basic weekly salary for twelve (12) weeks, if she does not receive employment insurance benefits for one of the following reasons:

a) she did not contribute to the employment insurance plan;

or

b) she did contribute but did not hold an insurable job for the required number of working hours during her period of reference.

If the part-time employee is exonerated from contributing to the pension and employment insurance plans, the percentage of the allowance shall be set at ninety-three percent (93%).

5-4.14 In the cases mentioned in clauses 5-4.10 and 5-4.13:

a) No allowance may be paid during the vacation period for which the employee is paid.

b) The allowance due for the first two (2) weeks shall be paid by the board in the two (2) weeks following the beginning of the leave. Unless the applicable salary payment system is on a weekly basis, the allowance due after this date shall be paid at two (2)-week intervals. In the case of an employee eligible for employment insurance benefits, the first instalment need only be paid fifteen (15) days after the board receives proof that she is receiving employment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by Human Resources Development Canada to the board by means of a computerized statement shall be considered as proof.

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

Moreover, the requirement of twenty (20) weeks of service contained in clauses 5-4.10 and 5-4.13 shall be deemed to have been met, where applicable, when the employee meets this requirement with any one of the employers mentioned in paragraph c).

d) The basic weekly salary of the employee in a part-time position is the basic average weekly salary that she received during the last twenty (20) weeks preceding her maternity leave. If, during that period, the employee received benefits based on a certain percentage of her regular salary, it is understood that, for calculation purposes, her basic salary during the maternity leave is the basic salary on the basis of which the benefits were established.

As well, any period during which the employee on special leave as provided for in clause 5-4.21 does not receive any benefits from the Commission de la santé et de la sécurité du travail (CSST) shall be excluded for the purpose of calculating her basic average weekly salary.

If the twenty (20)-week period preceding the maternity leave of an employee in a part-time position includes the date on which the rates and salary scales are increased, the basic weekly salary shall be calculated on the basis of the salary rate in force on that date. If, on the other hand, the maternity leave includes that date, the basic weekly salary changes as of that date according to the adjustment formula of the applicable salary scale.

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

Subsequently, in the case where the employee is recalled, under her right of recall as provided for in the agreement, the maternity leave benefits shall be reestablished as of the date on which the employee is recalled.

However, the weeks during which an employee received maternity leave benefits and the weeks included in the layoff period shall be deducted from the twenty (20) weeks or the twelve (12) weeks to which an employee is entitled under clause 5-4.10 or 5-4.13, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks left to cover under clause 5-4.10 or 5-4.13, as the case may be.

- 5-4.15** The maternity leave allowance¹ paid by the Government of Québec shall be deducted from the allowances to be paid under clause 5-4.10.

If the provisions of the third paragraph of subparagraph b) of clause 5-4.10 apply, the subtraction shall be made by taking into account the terms and conditions concerning the distribution of the amount to be subtracted set forth therein.

- 5-4.16** During the maternity leave and the extensions mentioned in clause 5-4.17 of this section, the employee, insofar as she is normally entitled to it, shall benefit from the following:

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

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

- 5-4.17** If the birth occurs after the due date, the employee shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has at least two (2) weeks of maternity leave left after the birth.

The employee may also extend her maternity leave by six (6) weeks if her child is hospitalized during her maternity leave or if her child's health so requires.

During these extensions, the employee shall not receive any allowance or salary.

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

5-4.18 The maternity leave may last for less than twenty (20) weeks. If the employee returns to work within the two (2) weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

5-4.19 During the fourth (4th) week preceding the termination of the maternity leave, the board must send the employee a notice indicating the anticipated date of the termination of the said leave.

The employee to whom the board has sent such notice must report to work upon the expiry of the maternity leave, unless the leave is extended as provided for in clause 5-4.35.

The employee who does not comply with the provisions of 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.

5-4.20 When she returns from her maternity leave, the employee shall return to her position. If the position is abolished, the employee shall be entitled to the benefits she would have received had she been at work at that time.

Section III Special leaves regarding pregnancy and breastfeeding

Provisional assignment and special leave

5-4.21 The employee may request to be provisionally assigned to another position, permanently or temporarily vacant, in the same class of employment or, if she agrees and subject to the provisions of the agreement, in another class of employment in the following cases:

- a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or physical dangers;
- b) her working conditions entail 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 this effect as soon as possible.

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

The employee thus assigned to another position shall maintain the rights and privileges related to her regular position. This assignment shall have priority over a priority of employment list.

If this assignment is not carried out immediately, the employee shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel the special leave, the special leave shall terminate for the pregnant employee on the date of the birth and, for the employee who is breastfeeding her child, at the end of the period during which the child is breastfed.

During the special leave mentioned in this clause, the employee's allowance shall be governed by the provisions of the Act respecting occupational health and safety concerning the reassignment of the pregnant employee or the employee who is breastfeeding.

However, upon a written request to this effect, the board shall pay the employee an advance on the allowance to be received on the basis of the anticipated benefits. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated payment, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made in accordance with the provisions of clause 6-7.03 of the agreement concerning the reimbursement of amounts that have been overpaid. If the employee exercises her right to apply for a review of the CSST decision or to contest it before the Commission des lésions professionnelles, the reimbursement cannot be paid until the administrative review decision of the CSST or, where applicable, the decision of the Commission des lésions professionnelles has been rendered.

In addition to the preceding provisions, at the employee's request, the board must study the possibility of temporarily changing the duties of the employee assigned to a cathode-ray screen so as to reduce her working time at the screen to a maximum of two (2) hours per half-day and of assigning her to other duties she is reasonably capable of performing for the remainder of her working time. The employee shall not lose any rights as a result of the change in duties.

Other special leaves

5-4.22 An employee shall also be entitled to a special leave in the following cases:

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

5-4.23 As regards the visits referred to in subparagraph c) of clause 5-4.22, the employee shall benefit from a special leave with salary for a maximum of four (4) days. The special leaves may be taken in half-days.

During the special leaves granted under this section, the employee shall be entitled to the advantages prescribed in clause 5-4.16, insofar as she is normally entitled to them and in clause 5-4.20. The employee referred to in clause 5-4.22 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. However, in the case of subparagraph c) of clause 5-4.22, the employee must first have used up the four (4) days mentioned in the preceding paragraph.

Section IV Other parental leaves

Paternity leave

5-4.24 The employee whose spouse gives birth shall be entitled to a paid leave for a maximum period of five (5) working days for the birth of his child. An employee shall also be entitled to this leave if the child is stillborn and the delivery takes place after the beginning of the twentieth (20th) week preceding the due date. While the leave need not be continuous, it must be taken between the beginning of the delivery and the fifteenth (15th) day following the mother's or the child's return home. One of the five (5) days may be used for the child's baptism or registration.

Leaves for adoption and leaves of absence without salary with a view to adopt

5-4.25 The employee who legally adopts a child, other than his or her spouse's child, shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his or her spouse does not also benefit from such a leave. The leave must be taken following the child's placement order or the equivalent in the case of international adoption in accordance with the adoption plan or at another time agreed with the board.

5-4.26 The employee who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave for a maximum period of five (5) working days, of which only the first two (2) days shall be remunerated.

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

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

5-4.27 For every week the employee is on the leave mentioned in clause 5-4.25, the employee shall receive an allowance equal to his or her basic weekly salary paid at two (2)-week intervals or at weekly intervals if the salary payment system is on a weekly basis.

5-4.28 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. If full legal responsibility for the child results, the maximum duration of the leave of absence without salary shall be ten (10) weeks in accordance with the provisions of the preceding paragraph.

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

5-4.29 The leave for adoption mentioned in clause 5-4.25 may take effect on the date of the beginning of the leave of absence without salary for adoption purposes, if the duration of the latter is ten (10) consecutive weeks and if the employee so decides in the written request prescribed in clause 5-4.35.

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

However, following the leave for adoption purposes for which an employee has received benefits paid under clause 5-4.27 no adoption results, the employee shall then be deemed as having been on a leave without salary in accordance with clause 5-4.28 and shall reimburse the benefit received in accordance with clause 6-7.03.

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

5-4.30 An employee shall be entitled to either one of the following leaves:

- a) A leave of absence without salary shall be granted for a maximum duration of two (2) years to an employee to extend her maternity leave, to extend his paternity leave or to extend his or her ten (10)-week leave for adoption.

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 of two (2) years.

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.

During the leave, the employee shall be entitled upon a written request submitted at least thirty (30) days in advance to change his or her leave only once:

- 1) from a leave without salary to a part-time leave without salary or vice-versa, as the case may be;
- 2) from a part-time leave without salary to a different part-time leave without salary.

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.

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.

5-4.31 During the leave of absence without salary, the employee shall accumulate his or her seniority, shall retain his or her experience and shall continue to participate in the basic health insurance plan by paying the total amount of the required premiums and contributions, including the board's share. Moreover, he or she may, by so requesting at the beginning of the said leave, continue to participate in the complementary insurance plans applicable to him or her and that he or she pay the total amount of the required 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 employee¹.

¹ 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.

Notwithstanding the foregoing, 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 of a leave of absence without salary or a part-time leave of absence without salary.

5-4.32 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 leave for adoption, as the case may be.

5-4.33 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.

Leave for parental responsibilities

5-4.34 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.

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

5-4.35 The leaves of absence mentioned in clause 5-4.25, in the first paragraph of clause 5-4.28, in the first subparagraph of paragraph a) of clause 5-4.30 and in paragraph b) of clause 5-4.30 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 (2½) days per week or the equivalent for up to two (2) years. Should the board disagree on the distribution of these days, it shall effect the distribution.

In the case of a leave or a part-time leave of absence without salary, the request must specify the date of return to work.

5-4.36 The board must send the employee, during the fourth (4th) week preceding the expiry date of the ten (10)-week 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 leave for adoption, unless the leave is extended as provided for in clause 5-4.35.

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.

5-4.37 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.

5-4.38 The employee who takes a leave for adoption under clause 5-4.25 of this section shall receive the benefits stipulated in clause 5-4.16 insofar as he or she is normally entitled to them and in clause 5-4.20.

5-4.39 Notwithstanding the foregoing, the total amounts received by the employee as employment insurance benefits, allowances and premiums may not exceed ninety-five percent (95%) of the amount that constitutes her basic salary.

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 (10th) day which follows the election day or for any other shorter period situated between these two events.

5-5.03 A regular employee who does not report to work within the time allotted shall be considered as having resigned.

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 on the basis of 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 or a work accident 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 forty-two (242) 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 forty-two (242) days of active service per disability period may be counted even if the period extends over more than 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;

- 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;
- 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.

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) 20 working days of vacation if he has less than 17 years of seniority on June 30 of the year of acquisition;
- c) 21 working days of vacation if he has 17 years or more of seniority on June 30 of the year of acquisition;
- d) 22 working days of vacation if he has 19 years or more of seniority on June 30 of the year of acquisition;
- e) 23 working days of vacation if he has 21 years or more of seniority on June 30 of the year of acquisition;
- f) 24 working days of vacation if he has 23 years or more of seniority on June 30 of the year of acquisition;
- g) 25 working days of vacation if he has 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	32	2.0	2.0	2.0	2.0	2.0	2.0
33	to	54	3.5	4.0	4.0	4.0	4.0	4.0
55	to	75	5.0	5.5	6.0	6.0	6.0	6.5
76	to	97	7.0	7.0	7.5	8.0	8.0	8.5
98	to	119	8.5	9.0	9.0	10.0	10.0	10.5
120	to	140	10.0	11.0	11.0	12.0	12.0	13.0
141	to	162	12.0	12.5	13.0	13.5	14.0	15.0
163	to	184	13.5	14.0	14.5	15.5	16.0	17.0
185	to	205	15.0	16.0	17.0	17.5	18.0	19.0
206	to	227	17.0	17.5	18.5	19.0	20.0	21.0
228	to	241	18.5	19.0	20.0	21.0	22.0	23.0
242	or more		20.0	21.0	22.0	23.0	24.0	25.0

5-6.10 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 a 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.

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 forty-five dollars (\$45) 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.

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 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 (24th) 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 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 and the student supervisor working ten (10) hours or less per week referred to in article 10-2.00 or the employee working in a day care service under the aegis of a school board referred to in article 10-3.00 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 articles 10-2.00 and 10-3.00, as the case may be.

- 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 seven (7) years of active service with the board and following any period of seven (7) 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.

5-11.00 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 1990-1995 or 1995-1998 collective agreement shall continue to be governed by the provisions applicable to him.

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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 on the date of the coming into force of the agreement the class of employment he held on that date.

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 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 1995-1998 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 7-1.02, the grievances submitted to arbitration shall be decided upon, for the term of the agreement, by one of the following arbitrators:

- 1- Pierre-N. Dufresne
- 2- Marcel Guilbert
- 3- Gilles Ferland
- 4- 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 these 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 July 1, 1998, the board shall, on July 1, 1998, integrate every employee into the step of his salary scale determined in Appendix I of the agreement. The step shall be the same as that which the board recognized for him on June 30, 1998 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 may not 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 this 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 these 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.

Salary scales and rates**Period from July 1, 1998 to December 31, 1998**

- 6-3.01** The hourly salary scales and rates applicable for the period from July 1, 1998 to December 31, 1998 are those found in Appendix I of the agreement.

Period from January 1, 1999 to December 31, 1999

- 6-3.02** Every hourly salary scale and rate in effect on December 31, 1998 shall be increased¹, effective on January 1, 1999, by a percentage equal to 1.5%. The applicable salary scales and rates are found in Appendix I of the agreement.

Period from January 1, 2000 to December 31, 2000

- 6-3.03** Every hourly salary scale and rate in effect on December 31, 1999 shall be increased¹, effective on January 1, 2000, by a percentage equal to 2.5%. The applicable salary scales and rates are found in Appendix I of the agreement.

Period from January 1, 2001 to December 31, 2001

- 6-3.04** Every hourly salary scale and rate in effect on December 31, 2000 shall be increased¹, effective on January 1, 2001, by a percentage equal to 2.5%. The applicable salary scales and rates are found in Appendix I of the agreement.

Period from January 1, 2002 to March 31, 2003

- A1 6-3.05** Every hourly salary scale and rate in effect on December 31, 2001 shall be increased¹, effective on January 1, 2002, by a percentage equal to 2.5%. The applicable salary scales and rates are found in Appendix I of the agreement.

Period commencing on April 1, 2003

- A1 6-3.06** Every hourly salary scale and rate in effect on March 31, 2003 shall be increased, effective on April 1, 2003, by a percentage equal to 2%. The applicable salary scales and rates are found in Appendix I of the agreement.

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

Lump sum

- A1 6-3.07** For the period from April 1 to June 30, 2003, an employee, other than the employee referred to in clauses 6-3.08, 6-3.10 and 6-3.11, shall receive a lump sum at each pay period. The lump sum shall be equal to two percent (2%) of the salary rate in effect on March 31, 2003 to which shall be added the applicable benefits, if any, and two percent (2%) of the premiums in effect on that same date for the hours remunerated¹ from April 1 to June 30, 2003.
- A1 6-3.08** An employee, other than the employee referred to in clauses 6-3.10 and 6-3.11, whose employment ties were severed between January 1 and March 31, 2003 shall receive, within thirty (30) days of the date on which his employment ties were severed, if he has not, within a time limit of seven (7) days after his employment ended, informed the board of his intent to refuse the lump sum payment, a lump sum of two percent (2%) of the salary rate to which shall be added the applicable benefits, if any, and two percent (2%) of the applicable premiums for the hours remunerated from January 1 to March 31, 2003. The lump sum shall be paid in one installment only.
- A1 6-3.09** Clauses 6-3.07 and 6-3.10 shall apply, as the case may be, to an employee referred to in clause 6-3.08 who is newly hired by the board before July 1, 2003, provided that the employee has refused the lump sum payment prescribed in clause 6-3.08 within the time limit prescribed in that clause.
- Clauses 6-3.07 and 6-3.10 shall apply, as the case may be, to an employee governed by a collective agreement containing provisions in keeping with clause 6-3.08 with an employer referred to in section 1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) and hired by the board before July 1, 2003, provided that the employee has refused the lump sum payment prescribed in the applicable collective agreement within the time limit prescribed.
- A1 6-3.10** The employee whose work is such that he must be laid off temporarily due to the cyclical slowdown or the seasonal shutdown of activities and who is laid off between April 1 and June 30, 2003 shall receive a lump sum at each pay period. The lump sum shall be equal to four percent (4%) of the hourly salary rate in effect on March 31, 2003 to which shall be added the applicable benefits, if any, and four percent (4%) of the premiums in effect on that same date for the hours remunerated¹ from April 1 to May 15, 2003.
- A1 6-3.11** The lump sum prescribed in clause 6-3.07 shall not apply to an employee referred to in clause 6-3.10 who is newly hired by the board before July 1, 2003 and whose status is other than that referred to in that clause.

¹ For the purposes of this article, remunerated hours also include hours for which an employee receives maternity leave benefits, parental leave allowances, salary insurance benefits including benefits paid by the Commission de la santé et de la sécurité du travail (CSST), the Société de l'assurance automobile du Québec (SAAQ) and the board in the case of a work accident or an occupational disease, if need be.

Remunerated hours are regularly scheduled straight-time hours. For the purposes of this article, the hours paid at the overtime rate during the period specified are converted, on the basis of the applicable rate, into straight-time hours.

The lump sum prescribed in clause 6-3.07 shall not apply to an employee governed by a collective agreement containing provisions in keeping with clause 6-3.10 with an employer referred in section 1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) and hired by the board before July 1, 2003 and whose status is other than that referred to in clause 6-3.10.

A1 6-3.12 Only the portion of the lump sum applicable to the employee's salary rate is pensionable.

A1 6-3.13 The lump sums prescribed in clauses 6-3.07 to 6-3.11 shall cease to have effect on the dates set in those clauses, despite any obligation to maintain working conditions.

A1 6-3.14 **Special cases**

The parameters respecting the increases prescribed in clauses 6-3.02 to 6-3.06 also apply to the hourly salary scales and rates of the classes of employment of person-in-charge of a day care service under the aegis of a school board and day care service attendant (designated person-in-charge of a day care service and day care service educator respectively, as of January 1, 2000). The increases are included in the particular agreements concerning these employees.

A1 6-3.15 Payment of salary ensuing from the application of clause 6-3.03 begins no later than forty-five (45) days after the agreement is signed.

Overrate or overscale employees¹

A1 6-3.16 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 January 1 of the period concerned in relation to December 31 of the preceding year, to a single salary rate or a step situated at the maximum of the scale on December 31 of the preceding year corresponding to their class of employment.

A1 6-3.17 If the application of the minimum rate of increase determined in clause 6-3.16 has the effect of placing, on January 1, an employee who was overscale or overrate on December 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.

A1 6-3.18 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 6-3.16 and 6-3.17, is paid to him as a lump sum calculated on the basis of his salary rate on December 31.

¹ For the period commencing on April 1, 2003, the dates December 31 and January 1 mentioned in clauses 6-3.16 to 6-3.18 shall be replaced by March 31, 2003 and April 1, 2003 respectively.

A1 6-3.19 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 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.

Insurance

6-4.07 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 hundred thousand dollars (\$100 000) for damages to another's property.

6-5.00 PREMIUMS

A1 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:

Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
\$0.55/hour	\$0.56/hour	\$0.57/hour	\$0.58/hour	\$0.59/hour	\$0.60/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:

	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
Night shift premium (former system)	\$0.81/hour	\$0.82/hour	\$0.84 ¹ /hour			
Night shift premium						
- 0 to 5 years of seniority ²			11% ³	11%	11%	11%
- 5 to 10 years of seniority			12%	12%	12%	12%
- 10 or more years of seniority			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.

A1 6-5.02 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 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
\$8.36/week	\$8.49/week	\$8.70/week	\$8.92/week	\$9.14/week	\$9.32/week

¹ The rate applies up to the day preceding the date of the signing of the agreement.

² For the employee not covered by article 8-1.00, the term "seniority" is replaced by "duration of employment".

³ The premium comes into force on the date of the signing of the agreement.

- 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 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
\$0.69/hour	\$0.70/hour	\$0.72/hour	\$0.74/hour	\$0.76/hour	\$0.78/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 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
\$1.19/hour	\$1.21/hour	\$1.24/hour	\$1.27/hour	\$1.30/hour	\$1.33/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 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
\$0.72/hour	\$0.73/hour	\$0.75/hour	\$0.77/hour	\$0.79/hour	\$0.81/hour

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

6-5.03 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.

A1 6-5.04 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:

Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
\$16.00	\$16.24	\$16.65	\$17.07	\$17.50	\$17.85

6-5.05 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 6-5.04.

6-5.06 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.

6-5.07 The board and the union may agree on different terms and conditions; failing an agreement, the provisions of clauses 6-5.04 to 6-5.06 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.

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 caretaker or, failing that, 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.

A1 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	Rate	Rate	Rate	Rate	Rate
1998-07-01	1999-01-01	2000-01-01	2001-01-01	2002-01-01	as of
to	to	to	to	to	
1998-12-31	1999-12-31	2000-12-31	2001-12-31	2003-03-31	2003-04-01
\$16.81	\$17.06	\$17.49	\$17.93	\$18.38	\$18.75

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

Rate	Rate	Rate	Rate	Rate	Rate
1998-07-01	1999-01-01	2000-01-01	2001-01-01	2002-01-01	as of
to	to	to	to	to	
1998-12-31	1999-12-31	2000-12-31	2001-12-31	2003-03-31	2003-04-01
\$27.32	\$27.73	\$28.42	\$29.13	\$29.86	\$30.46

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 his departure, the board shall give an employee a signed statement of the amounts owing in salary and in fringe benefits.

During the pay period following the employee's departure, the board shall give or forward the employee his paycheque including fringe benefits.

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****7-1.01 Vacant position**

When a position becomes vacant, the board shall have a thirty (30)-day period 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.

7-1.02 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.

7-1.03 Part I Part-time position

When the board decides to fill a vacant or newly created part-time position, other than a temporary position, covered by the agreement, it shall proceed by posting a notice in accordance with paragraph c) of Part II of this clause or failing this, according to paragraphs d), g), h), i), j) and k) of Part II. Exceptionally, the employee referred to in paragraph d) of Part II of this clause may apply for a part-time position that is posted.

Part II Full-time position

When the board decides to fill a vacant or newly created full-time position, other than a temporary position, covered by the agreement, it shall proceed as follows:

a) it shall fill the position by assigning:

- 1) one of its surplus employees in the same class of employment, covered or not by the agreement,

or

- 2) one of its employees benefiting from a right to return to that class of employment under clause 7-3.19,

insofar as:

- i) the position offered has a number of regular working hours at least equal to that of the position held when he was placed in surplus or, as the case may be, at the time of his reassignment with a right to return;

and

- ii) the employee has the required qualifications and meets the other requirements determined by the board.

If more than one employee has the required qualifications and meets the other requirements determined by the board for the position to be filled, the board shall proceed according to seniority.

- b) Failing to fill the position according to paragraph a), it shall fill the position:
- 1) first, by assigning one of its surplus employees in the same class of employment (even if the position offered has fewer regular working hours than the position held when he was placed in surplus), covered or not by the agreement, provided that he has the required qualifications and meets the other requirements determined by the board; if more than one employee has the required qualifications and meets the other requirements determined by the board for the position to be filled, the board shall proceed by the inverse order of seniority;
 - 2) failing to fill the position according to subparagraph 1), it shall assign one of its surplus employees in another class of employment in the same category or, as the case may be, in the same subcategory of classes of employment established by the Classification Plan (subcategory of technical support positions, subcategory of paratechnical support positions, category of administrative support positions, subcategory of skilled workman positions, subcategory of maintenance and service labour support positions), covered or not by the agreement, provided that he has the required qualifications and meets the other requirements determined by the board. However, the movement must not constitute a promotion. If more than one employee has the required qualifications and meets the other requirements determined by the board for the position to be filled, the board shall proceed according to seniority.
- c) Failing to fill the position according to paragraph b) within twenty-one (21) days of the thirty (30)-day time limit prescribed in clause 7-1.01, the board shall address its employees by posting a notice for a period of at least ten (10) working days. A copy of the notice shall at the same time be forwarded to the union. If more than one candidate meets the necessary qualifications and requirements, the position shall be given to the employee who has the most seniority.
- d) Failing to fill the position according to paragraph c), it shall choose from among the part-time regular employees who have been laid off and who have completed two (2) years of active service with the board and who have the required qualifications and meet the other requirements determined by it according to seniority.

This priority shall only be valid for a period of twenty-four (24) months following the layoff.

- e) Failing to fill the position according to paragraph d), the board shall approach the Provincial Relocation Bureau which may refer to the board a support employee in surplus who has the required qualifications and meets the other requirements determined by it:
- 1) first from another school board in the English-language school system;
 - 2) then from another school board in the French-language school system.

However, the movement cannot constitute a promotion.

- f) Failing to fill the position according to paragraph e), the board may fill the position by choosing from among the members of its management staff¹ in its employ who are in surplus or who have an equivalent status entitling them to security of employment, under the working conditions governing them, the person who best meets the required qualifications and other requirements it determines; however, the movement cannot constitute a promotion.

¹ For information purposes only and without prejudice, the expression "management staff" has the same meaning as that found in the Regulation respecting the conditions of employment of management staff of school boards produced by the Ministère de l'Éducation.

- g) Failing to fill the position according to paragraph f), the board shall recall to work, according to seniority and in accordance with paragraph j) of clause 7-3.13, the nontenured regular employee it has laid off, provided the employee has the required qualifications and meets the other requirements determined by the board.

The priority shall only be valid for a period of twenty-four (24) months following the layoff.

- h) Failing to fill the position according to paragraph g), the board shall choose from among the persons registered on the priority of employment list of the class of employment¹ of the position to be filled with at least two (2) years of duration of employment recognized on that list. The persons registered must have the required qualifications and meet the other requirements determined by the board.

If more than one person registered on the priority list concerned has the required qualifications and meets the other requirements determined by the board, it shall proceed by duration of employment.

- i) Failing to fill the position according to paragraph h), the board shall choose the employee who best meets the requirements it determines from among the temporary employees who have completed six (6) months of uninterrupted or interrupted service with the board within a period of twelve (12) months, cafeteria employees and student supervisors working ten (10) hours or less per week, employees working exclusively within the framework of adult education courses, employees working in a day care service under the aegis of a school board or employees working with handicapped students integrated partially or totally into regular classes. The priority shall also apply for a period of twelve (12) months following the layoff only to employees who notified the board of their desire to fill a position under this paragraph.
- j) Failing to fill the position according to paragraph i), the board shall fill the position by choosing from among its support employees not covered by the agreement who requested an assignment to the position, provided that they have the required qualifications and meet the other requirements determined by the board.
- k) Failing to fill the position according to the preceding provisions, the board may hire any external candidate of its choice.

Exceptionally, if, in the case of paragraphs d) and g), a regular employee who was laid off and who held a part-time position before his layoff obtains a full-time position, the period of time constituting active service during which the employee held a part-time position with the board shall then be recognized for the purposes of acquiring tenure.

The same applies for the purpose of applying paragraph c) of this clause to an employee in a part-time position who obtains a full-time position except that such recognition cannot take effect prior to the expiry of the probation period prescribed in clause 7-1.08 in the case of a promotion.

The employees referred to in paragraph i) of this clause, except for temporary employees, who cannot retain their position during the probation period shall remain covered by article 10-1.00, 10-2.00, 10-3.00 or 10-4.00, as the case may be, without loss of rights; in this case, the employee shall return to his former position or be laid off, as the case may be. This shall entail the cancellation of every movement of personnel as a result of the employee obtaining a position under clause 7-1.03, the foregoing subject to the provisions of article 10-1.00, 10-2.00, 10-3.00 or 10-4.00.

¹ Read subcategory of maintenance and service positions for the classes of employment of this subcategory.

7-1.04 The posting referred to in paragraph c) of Part II of clause 7-1.03 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 the 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. Moreover, within forty (40) working days of the end of the posting, the board shall assign the selected applicant.

7-1.05 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.

7-1.06 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.

7-1.07 Notwithstanding the provisions of paragraph c) of Part II of clause 7-1.03, 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.

7-1.08 If, at any time during the probation 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 thirty (30) days of his assignment.

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

If an employee returns to his former position by the application of the provisions of this clause, he shall not be entitled to the income 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.

7-1.09 An employee regularly assigned to a position shall receive the title and the salary specified for the position as of his assignment.

Temporary assignment

7-1.10 When the board decides to fill a temporarily vacant position and the temporary vacancy is for at least thirty (30) working days, it shall proceed in the following manner:

- a) it shall use a surplus employee in this position; however, such a movement cannot constitute a promotion;
- b) failing this, it shall assign the employee referred to in clause 7-2.04;
- c) failing this, it shall assign the employee referred to in clause 7-4.05 or the employee who could be assigned temporarily in accordance with the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001);
- d) failing this, it shall offer the position to the employees in the same office, department, school or centre, as the case may be, for whom such an assignment would constitute a promotion or a transfer;
- e) failing this, it shall offer the position to a regular employee who has been laid off;
- f) failing this, it shall offer the position, by duration of employment, to available persons registered on the priority of employment list of the class of employment¹ of the position to be filled;
- g) failing to fill the position according to the preceding provisions as well as in the other cases where the board decides to fill a temporarily vacant position, the board may designate an employee of its choice who is willing to fill the position temporarily; if no employee is willing to fill the position thus offered temporarily, the board may designate the employee who is capable of filling the position and who has the least seniority or may hire a temporary employee.

Such a temporary assignment must not have the effect of causing an employee to fill two (2) positions simultaneously.

In all cases, the employee concerned may only obtain the position if he meets the required qualifications and the other requirements determined by the board.

The board must take into account seniority within the framework of paragraphs c), d) and e).

The employee shall not accumulate active service for the purposes of acquiring tenure within the framework of paragraph e).

¹ Read subcategory of maintenance and service positions for the classes of employment of this subcategory.

7-1.11 Temporary increase in workload

When the board has particular work to be carried out in the event of a temporary increase in workload or an unforeseen event for a predetermined period of at least thirty (30) working days, it shall proceed as follows:

- a) it shall offer the position to a surplus employee. However, such a movement cannot constitute a promotion;
- b) failing this, it shall offer the position to an employee laid off in the class of employment¹ concerned. In this case, the employee shall not accumulate any active service for the purposes of acquiring tenure;
- c) failing this, the board shall offer the position, by duration of employment, to available persons registered on the priority of employment list of the class of employment¹ concerned;
- d) failing this, the board may hire any person of its choice.

Under this clause, the employee or the person concerned can only obtain the position if he has the required qualifications and meets the other requirements determined by the board.

7-1.12 The regular employee who, at 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.

7-1.13 An employee's salary shall not be decreased as a result of a temporary assignment requested by the board.

7-1.14 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 m² and
- the class of 9 275 m² or more.

7-1.15 The board and the union may agree that the transfer of an employee shall constitute a preliminary step in the application of the provisions of paragraphs a) and following paragraphs of Part II of clause 7-1.03 and, within this context, the order described in clause 7-1.03 shall be adjusted accordingly.

¹ Read subcategory of maintenance and service positions for the classes of employment of this subcategory.

7-1.16 With the union's agreement, the board may transfer an employee from one position to another, regardless of the procedure prescribed in clause 7-1.03. The transfer may not have the effect of displacing the employee concerned more than fifty (50) kilometres from his usual place of work¹.

Priority of employment list

7-1.17 Within ninety (90) days of the signing of the agreement, the board shall compile the initial priority of employment lists.

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 employment² for at least four (4) months on a full-time basis or the equivalent during the twelve (12) months preceding December 18, 1999;
- 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.

7-1.18 Subsequently, a temporary employee must have worked in a class of employment² for at least four (4) months on a full-time basis or the equivalent during the last twelve (12) months and receive a positive evaluation in order to be eligible to be registered on a priority list.

7-1.19 Once a temporary employee has started a position under these provisions, he cannot request another position that has become available even if it is more advantageous.

7-1.20 For the sole purposes of this article, the duration of employment corresponds to the time actually worked at the board and shall be calculated in years and hours.³

7-1.21 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;

¹ 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.

² Read subcategory of maintenance and service positions for the classes of employment of this subcategory.

³ One year = 1 365 hours or more (technical support and administrative support positions)
= 1 511 hours or more (labour support positions)

- 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.

7-1.22 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.

7-1.23 A local arrangement may be concluded to replace or modify clauses 7-1.17 to 7-1.22.

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 work¹ 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 paragraph 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.

¹ 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.

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.

In the case of cafeteria 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 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.

7-2.04 Subject to the board's right to use as a priority a surplus employee to fill a temporarily vacant position or to fill a temporary position, every employee who is temporarily laid off shall be given priority during the layoff period to fill either:

- a) any temporarily vacant position;
- b) any temporary position.

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.

These priorities 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 paragraph b) of clause 7-2.02 is applied.

7-2.05 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.

7-2.06 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

7-3.01 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.

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.

7-3.02 Subject to the provisions of clause 7-1.01, 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 circumstances beyond its control.

7-3.03 a) 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 that follow.

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.

b) Pursuant to clause 7-3.01, when the board decides to abolish a position other than a vacant position, it must notify the union at least forty-five (45) days before the effective date on which it will be abolished. Simultaneously, the board shall provide the union with a complete list of employees by class of employment indicating the employees' seniority as well as the number of working hours.

In addition, it shall provide the union with a list of vacant positions and those which it intends to create before the date on which a position will be abolished as well as the information outlined in clause 7-1.04 concerning those positions.

c) In the event of uncontrollable circumstances resulting in the total or partial closure of an institution, the board may temporarily reassign the employee affected by such a total or partial closure within a fifty (50)-kilometre radius from his place of work until the employee can return to his position or until the said position is abolished in accordance with the preceding provisions. However, the board and the union may agree on other arrangements.

7-3.04 Exceptionally, the provisions of clauses 7-3.05 and 7-3.06 apply, as the case may be, to the following employees at the time prescribed in each of the paragraphs concerned:

a) upon an employee's return from a leave or an absence if his position was abolished during the leave or absence;

b) upon an employee's return from a leave or an absence if he was displaced from his position by the application of the provisions of this article during the leave or absence;

c) on the effective date on which a twelve (12)-month position held by a regular employee becomes a position of less than twelve (12) months in accordance with the provisions of article 7-2.00 and insofar as the employee concerned has chosen to have the provisions of article 7-3.00 apply to him within the framework of clause 7-2.02.

7-3.05 The employee whose position is abolished shall benefit from the following provisions:

- a) if he is a probationary employee, the board shall terminate his employment as of the date on which the position is abolished; however, he shall retain, if need be, the rights recognized by the agreement;
- b) if he is a nontenured regular employee:
 - 1) if there is a vacant position in his class of employment, he shall be reassigned to that vacant position, subject to the provisions of paragraphs a) and b) of Part II of clause 7-1.03;
 - 2) failing this, he shall displace, in his institution, the employee on the same shift or, at his choice, on another shift, who has the least seniority in his class of employment;
 - 3) failing this, he shall displace the employee who has the least seniority in his class of employment in his locality or, at his choice, in another locality within the territory of the board;
 - 4) failing this, if, in his locality or, at his choice, in another locality within the territory of the board, a vacant position exists in another class of employment in his category or, as the case may be, in his subcategory of classes of employment established by the Classification Plan (subcategory of technical support positions, subcategory of paratechnical support positions, category of administrative support positions, subcategory of qualified workman positions, subcategory of maintenance and service labour support positions), he shall be reassigned to the vacant position, subject to the provisions of paragraphs a) and b) of Part II of clause 7-1.03;
 - 5) failing this, he shall displace the employee who has the least seniority in a position in another class of employment in his category or, as the case may be, in his subcategory of classes of employment established by the Classification Plan (subcategory of technical support positions, subcategory of paratechnical support positions, category of administrative support positions, subcategory of qualified workman positions, subcategory of maintenance and service labour support positions) and, subject to the provisions of the second paragraph of clause 7-3.08, the latter shall be laid off;
 - 6) failing this, he shall be laid off;
- c) if he is a tenured regular employee:
 - 1) he may choose:
 - i) to be reassigned to a vacant full-time position in his class of employment, if any, subject to the provisions of paragraph a) of Part II of clause 7-1.03;
 - ii) to displace, in his institution, the employee on the same shift or, at his choice, on another shift, who has the least seniority in his class of employment;
 - iii) to displace, in the institution of his choice, the employee on the same shift or, at his choice, on another shift, who has the least seniority from among the employees in the said institution who hold positions in his class of employment with the same number of regular working hours as his former position;

- 2) if he fails to exercise one of the choices provided in subparagraph 1), he must:
 - i) be reassigned to a vacant full-time position in his class of employment, if any, subject to the provisions of paragraph a) of Part II of clause 7-1.03;
 - ii) failing this, displace the employee who has the least seniority at the board in a full-time position in his class of employment;
 - iii) failing this, if, in his locality or, at his choice, in another locality within the territory of the board, a vacant full-time position exists in another class of employment in his category or, as the case may be, in his subcategory of classes of employment established by the Classification Plan (subcategory of technical support positions, subcategory of paratechnical support positions, category of administrative support positions, subcategory of qualified workman positions, subcategory of maintenance and service labour support positions), be reassigned to that vacant position, subject to the provisions of paragraph a) of Part II of clause 7-1.03;
 - iv) failing this, displace the nontenured employee with the least seniority in a full-time position in another class of employment in his category or, as the case may be, in his subcategory of classes of employment established by the Classification Plan (subcategory of technical support positions, subcategory of paratechnical support positions, category of administrative support positions, subcategory of qualified workman positions, subcategory of maintenance and service labour support positions) and the latter shall benefit from the provisions of paragraphs a) and b) of clause 7-3.06;
- 3) if he is unable to benefit from the preceding provisions, he shall be placed in surplus.

7-3.06 The following provisions apply to the employee displaced under clause 7-3.05 or this clause:

- a) if he is a probationary employee, the board shall terminate his employment; however, he shall retain, if need be, the rights recognized in the agreement;
- b) if he is a nontenured regular employee:
 - 1) he shall benefit from subparagraphs 1), 2), 3), 4) and 5) of paragraph b) of clause 7-3.05;
 - 2) failing this, he shall be laid off;
- c) if he is a tenured regular employee who is the first employee to be displaced, he shall benefit from the provisions of paragraph c) of clause 7-3.05; if he is a tenured regular employee who is not the first to be displaced, he shall benefit from the provisions of paragraph c) of clause 7-3.05, provided that paragraph iii) of subparagraph 1) is replaced by the following:
 - iii) to displace in the institution of his choice the employee who has the least seniority from among the employees in the said institution who hold positions in his class of employment with the same number of regular working hours as his former position.

7-3.07 In no case shall the application of the preceding provisions result in a promotion.

7-3.08 In all cases, in order to benefit from one of the preceding provisions, the employee concerned must satisfy, in addition to the qualifications required by the Classification Plan, the particular requirements of the position determined by the board.

In the case of an employee displacing another employee, if the displacing employee has neither the required qualifications nor the particular requirements of the position held by the employee with the least seniority in the class of employment where the displacement is occurring, he shall then displace the employee with the least seniority in that class of employment who holds a position for which he has the required qualifications and the particular requirements.

In the case of an employee displacing another employee under paragraph iii) of subparagraph 1) of paragraph c) of clause 7-3.05, if the displacing employee has neither the required qualifications nor the particular requirements of the position held by the employee with the least seniority from among the employees of the institution selected who hold positions in his class of employment with a number of regular working hours equal to that of the position of the displacing employee, the latter shall then displace the least senior among these employees who holds a position for which he has the required qualifications and the particular requirements.

7-3.09 In applying the preceding clauses, the employee who displaces another employee must always have more seniority than the employee displaced. In the case of an employee who is temporarily absent, the provisions of clauses 7-3.05 and 7-3.06 shall be applied while taking into account the seniority of the employee who is temporarily absent. In this context, if an employee displaces an employee who is temporarily absent, the substitute temporary employee shall be dismissed.

Under clauses 7-3.05 and 7-3.06, an employee who holds a twelve (12)-month position cannot be required to accept a position of less than twelve (12) months.

In no case may a tenured regular employee refuse a position situated within a radius of fifty (50) kilometres from his usual place of work. However, a tenured regular employee cannot refuse a position if it is situated beyond a fifty (50)-kilometre radius from his place of work but within a fifty (50)-kilometre radius from his domicile.

In the case of the displacement of an employee by a tenured regular employee, if the position of the employee with the least seniority in the class of employment where the displacement is occurring is situated outside of the geographic area described in the preceding paragraph for the tenured regular employee who is displacing and if the latter employee refuses the position for this reason, he must then displace the employee with the least seniority in the class of employment in a position situated within the said geographic area.

7-3.10

- a) When, as a result of the application of the provisions of clauses 7-3.05 and 7-3.06, an employee in a part-time position is reassigned to a full-time position or displaces an employee in a full-time position, he 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 this case only, active service as a part-time employee shall be taken into account.
- b) For the purpose of applying this article, locality designates the municipal territory (in the case of the City of Laval, the words "municipal territory" must be interpreted as designating one of the municipalities which existed before the merger creating the "City of Laval") or the territory of the board at the union's choosing for the term of the agreement. If the union fails to send a written notice to this effect to the board within one hundred and twenty (120) days of the date of the coming into force of the agreement, locality designates the territory of the board. Nevertheless, the board and the union may agree in writing on another definition. The agreement constitutes a local arrangement within the meaning of article 11-3.00.

- c) For the purpose of applying this article, institution means the building in which the employee performs his duties. The board and the union may agree on another definition by means of a local arrangement when there is only one employee in a class of employment in a building.

In the case where a building includes one or more annexes, the annex or annexes shall be considered as constituting one institution, if they are located within less than one kilometre from the main building, failing which, they constitute an institution in itself.

If an employee is required to travel regularly in order to perform his duties, institution means the building where he must report.

In the case where in the same building, there is a school and an administrative centre or part of an administrative centre, each of these two (2) units shall be considered as an institution in itself.

- d) For the purpose of applying this article, shift means one of the following work schedules:
- 00:00 to 08:00;
 - 08:00 to 16:00;
 - 16:00 to 24:00.

An employee shall be considered as belonging to the work shift in which he performs half or more of the hours of his regular workday.

7-3.11 Measures designed to reduce the number of employees in surplus

a) Preretirement

For the purpose of reducing the number of employees placed in surplus, the board shall grant, upon the employee's acceptance or 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 (35 years of service) 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.

7-3.12 Provincial Relocation Bureau

All the boards, the Ministère and the QESBA shall form the Provincial Relocation Bureau.

7-3.13 Rights and obligations of the employee

- 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.

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 by 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 7-3.11. If an offer is made by another school board, the employee must accept it within seven (7)¹ 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 XIX.

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 days².
- 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 present himself 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.

¹ Read twelve (12) days instead of seven (7) if the employee concerned must move as a result of the offer.

² 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 similar provisions as those in this clause contained in the collective agreement which governs the employee.

- 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.
- 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 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 agreement of the surplus employee, assign him to duties with another employer in the public or parapublic sector.

Obligations of the board

- 7-3.14** 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.

- 7-3.15** 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 a position 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.

- 7-3.16** 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, within the framework of the Education Act, 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 agreement 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 the agreement.

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.

- 7-3.17** 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.

General provisions

- 7-3.18** For the purposes of applying this chapter, the application of the fifty (50)-kilometre radius shall be understood as being by road.

- 7-3.19** The tenured regular employee reassigned under clause 7-3.05 or 7-3.06 and the surplus employee who is reassigned to a position under paragraph a) of clause 7-3.13 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 he occupied at the time of his reassignment or, as the case may be, placement 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 choice 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 number of regular hours applicable immediately preceding the assignment to 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 such reassignment. In the event of a temporary reassignment, the board shall make up 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 within the context of paragraph a) of clause 7-1.03 or as a result of the application of the provisions of clauses 7-3.05 and 7-3.06; 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 in a position in his class of employment with a lesser number of regular working hours than the position occupied at the time of his reassignment or, as the case may be, placement 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:
- 1) 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 made up 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 as the regular weekly salary for the position to which he is reassigned progresses.
- d) If he is reassigned to a position of another class of employment than the one to which he was assigned immediately before his reassignment or, as the case may be, his placement in surplus, he shall be assigned the class of employment and shall have 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 before his reassignment or, as the case may be, his placement in surplus and his rate of salary shall progress normally.

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), as the case may be, of this clause by making the necessary changes.

In addition, if the employee is 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 before his reassignment or, as the case may be, his placement in surplus, and
- 2) with a number of regular working hours at least equal to the number of regular working hours of the position occupied at the time of his reassignment or, as the case may be, placement in surplus.

The right to return shall be exercised in accordance with the provisions of paragraph a) of Part II of clause 7-1.03. 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 his placement in surplus, he shall benefit from the provisions of subparagraph 2) of paragraph b) and of paragraph c) of this clause.

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 7-1.03, 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 clause 7-1.03;
- 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 g) of clause 7-1.03.

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 paragraphs a) and b) of clause 7-4.02. Moreover, during the period prescribed in paragraph 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 paragraphs 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 1995-1998 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**

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 may not 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 paragraph b) of clause 8-1.04. His name shall then be registered on the priority of employment list in the class of employment¹ 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 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.

¹ Read subcategory of maintenance and service positions for the classes of employment of this subcategory.

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.

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 and¹ 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.

¹ Read "or" instead of "and" in the case of employees whose work is carried out for the most part outside the schools.

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.

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.

8-3.00 OVERTIME

8-3.01 Any work specifically required by the immediate superior and performed by an employee in addition to the hours of his regular workweek or regular workday or outside the hours prescribed in his schedule shall be considered as overtime.

8-3.02 Overtime shall be assigned to the employee who has started the work. If the work is not started during the regular working hours, it shall be given to an employee whose class of employment corresponds to the work to be performed.

8-3.03 If the overtime work can be performed by more than one employee in a class of employment, the board shall attempt to distribute it as equitably as possible among the employees in the same office, school, 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.

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 workday or outside the hours prescribed in his schedule 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 therefor 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 present himself at 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 twenty-four (24)-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 these 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 When there is a change in a particular version of a software from a supplier or a software exclusive to the education sector, the training and professional improvement activities given by the board to the employee 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**

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 31 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 paragraph 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 paragraph 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 arbitrator¹

Rodrigue BLOUIN
 Marc BOISVERT
 Robert CHOQUETTE
 Gilles FERLAND
 Diane FORTIER
 François G. FORTIER

Harvey FRUMKIN
 Gilles LAFLAMME
 Fernand MORIN
 Denis NADEAU
 Lyse TOUSIGNANT
 Diane VEILLEUX

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.

¹ Address of the chief arbitrator: Greffe des tribunaux d'arbitrage
 du secteur de l'éducation
 Édifice Lomer-Gouin
 575, rue Saint-Amable, bureau 2.02
 Québec (Québec) G1R 5Y8

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 purpose of applying the provisions of clause 9-2.03, the provincial negotiating union group and the CPNCA shall communicate to the records office the name of an assessor of their choice for each arbitration appearing on the 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 therefor 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 The fees and the expenses of the chief arbitrator, when he acts as arbitrator, the arbitrators, the expenses of the records office and the salaries of the records office personnel shall be the responsibility of the Ministère.

The arbitration hearings and deliberations shall be held on premises provided free of rental cost.

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 COURSES

10-1.01 Only the following provisions apply within the framework of adult education courses under the jurisdiction of the board:

- a) to employees working in addition to or outside of the hours prescribed in their schedule;
- 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 working in the adult education department and who is required by the latter to continue, in addition to or outside the hours prescribed in his schedule, work started during his regular work period.

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 only provides 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 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
- 2-1.00 Field of Application: clause 2-1.01 d) 3) e) concerning the assignment procedure for a special project and clause 2-1.01 e)
- 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
4-1.00	Labour Relations Committee
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
7-1.03 i)	Procedure for filling a permanently vacant or newly created position
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

The employees referred to in paragraph b) of clause 10-1.01 and working fifteen (15) hours or more per week may, as a result of a majority vote, benefit from the basic health insurance plan and the complementary plans provided that the deduction of premiums is carried out by a computerized billing system implemented at the board. Employees shall assume the entire cost of the coverage established. This provision shall come into force upon the expiry of a time limit to be determined by the intersectorial parity committee described in clause 5-3.09 following the implementation of the computerized billing system. The board shall deduct the premiums from the employees' pay.

10-1.03 When the board organizes course sessions within the framework of adult 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 and 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 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 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 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** For the purposes of applying the provisions of clause 10-1.04, the duration of employment corresponds to a person's period of employment computed as of the beginning of his employment within the framework of adult education courses; however, the period of employment prior to July 1, 1986 cannot be computed.
- 10-1.07** 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.
- 10-1.08** The employee or person referred to in this article shall be entitled to the procedure for settling grievances and arbitration 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 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.
- 10-1.09** 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 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 TEN HOURS OR LESS PER WEEK**
- 10-2.01** Only the following provisions apply to cafeteria employees and student supervisors working ten (10) 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
 - 2-1.00 Field of Application: clause 2-1.01 d) 3) e) concerning the assignment procedure for a special project and clause 2-1.01 f)
 - 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
4-1.00	Labour Relations Committee
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
7-1.03 i)	Procedure for filling a permanently vacant or newly created position
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** In the case of a layoff, the board shall proceed by place of work, class of employment and according to the inverse order of the duration of employment.

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.

The board and the union may agree on other terms and conditions concerning the movement of these employees.

For the purpose of applying the provisions of the first and second paragraphs of this clause, the duration of employment corresponds to an employee's period of employment as of the beginning of his employment.

- 10-2.04** In the case of the layoff referred to in clause 10-2.03, if more than one employee has an identical duration of employment, the board shall lay off employees starting with the employee who has the least number of weekly working hours. This provision shall not oblige the board to assign the employees in service the same number of weekly working hours as they had previously.

The same rule applies to a recall. However, in this case, the board shall first recall the employee who has the most weekly working hours. This provision shall not oblige the board to assign the employee who has been recalled the same number of weekly working hours as he had previously.

10-2.05 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.

10-2.06 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.

10-3.00 EMPLOYEES WORKING IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD

Only the following provisions apply to an employee in the class of employment of day care service educator and person-in-charge of a day care service working in a day care service under the aegis of a school board.

10-3.01 Definitions

Probation period in a day care service

Period of employment which an employee must undergo to become a regular employee in a day care service. The probation period in the same day care service shall be three hundred (300) hours¹ actually worked or a work period of nine (9) consecutive months (excluding July and August), whichever is the lesser.

Probationary employee in a day care service

Employee who has not completed the probation period to become a regular employee in a day care service. The probationary employee in a day care service who has not completed his probation period on June 30 of a year shall continue, subject to the needs of the department, his probation period at the beginning of the following school year.

Casual employee

Employee hired as such to replace an absent employee in a day care service or to carry out a temporary increase in workload because of a pedagogical day, an outing, a spring break or a specific event.

Regular employee in a day care service

Employee who has completed his probation period in a day care service (excluding a casual employee).

¹ Read four hundred and twenty (420) hours actually worked if an employee works in several day care services under the aegis of the board.

10-3.02 Field of application

A) Casual employees in a day care service 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
- 2-1.00 Field of Application: clause 2-1.01 d) 3) e) concerning the assignment procedure for a special project and clauses 2-1.01 g) and 2-1.02
- 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)
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 5-4.00 Parental Rights: according to the terms and conditions prescribed in Appendix VIII. The board and the union may agree, by local arrangement, on a maximum two (2)-year leave without salary.
- 5-5.00 Participation in Public Affairs (except clause 5-5.05)
- 5-7.00 Training and Professional Improvement if required by the board (except clause 5-7.10)
- 5-8.00 Civil Responsibility
- 5-9.00 Work Accidents and Occupational Diseases: paragraph c) of clause 5-9.21 only
- 5-10.00 Leaves of Absence Without Salary (except clause 5-10.10)
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-6.00 Loan and Rental of Rooms or Halls
- 6-7.00 Payment of Salary
- 7-1.03 i) Procedure for filling a permanently vacant or newly created position
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 8-7.00 Technological Changes
- 8-8.00 Software Changes
- 10-3.01 Relevant definitions
- 10-3.03 Workweek and Working Hours (except third paragraph)
- 10-3.05 Administrative Activities and Duties
- 10-3.06 Rest Period
- 10-3.07 Duration of Employment
- 10-3.08 Increase in Salary Rate
- 10-3.09 Vacation Allowance
- 10-3.13 Temporarily vacant position of person-in-charge of a day care service or day care service educator
- 10-3.17 Contents of Posting
- 10-3.18 Qualifications and Requirements
- 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 Relevant 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

B) In addition to benefits granted to casual employees, probationary employees in a day care service shall also be entitled to the following:

5-1.00	Special Leaves
5-2.00	Paid Legal Holidays
5-7.00	Training and Professional Improvement
10-3.03	Workweek and Working Hours
10-3.04	Addition of Working Hours
10-3.10	Life, Health and Salary Insurance Plans
10-3.11	Recall to Work Prior to the First Day of Class
10-3.20	Transitory Provisions

However, an employee shall not benefit from clause 10-3.08.

C) In addition to the benefits granted to casual employees and probationary employees, regular day care service employees shall also be entitled to the following:

8-4.00	Disciplinary Measures
10-3.12	Layoffs and Recalls to Work
10-3.14	Vacant or Newly Created Position of Person-in-charge of a Day Care Service
10-3.15	Promotion
10-3.16	Vacant or Newly Created Position of Day Care Service Educator
10-3.19	Displacement Procedure for the Closure of a Day Care Service

However, an employee shall not benefit from clause 10-3.08.

10-3.03 Workweek and working hours

The board and the union may agree to promote, whenever possible and when the presence of students so permits, a thirty-five (35)-hour workweek over five (5) consecutive days.

The maximum workweek shall be thirty-five (35) hours. The working hours carried out by an employee, at the specific request of his immediate superior, in addition to the thirty-five (35) hours, shall be compensated by a leave of a duration equal to one and a half times the hours worked. The compensatory leave must be taken within sixty (60) days from the time when the overtime was carried out, unless another date was agreed to. Failing this, these hours shall be paid at their basic rate increased by one half (150%).

The same applies for all hours worked during a paid legal holiday prescribed in the agreement in addition to the salary for the paid legal holiday.

10-3.04 Addition of working hours

The board shall proceed in the following manner when, during the year, regular working hours must be added to those already scheduled. The working hours shall be offered by duration of employment to the regular employee and then, to the probationary employee in the day care service concerned who may add these hours to his schedule without causing a conflict in the existing schedule.

10-3.05 Administrative activities and duties

With the prior consent of the immediate superior, a day care service employee may be remunerated for the time devoted to the planning and preparation of activities as well as to the participation in meetings of the day care service.

With the prior consent of the immediate superior, an employee in charge of a day care service may be remunerated for the time required to carry out administrative duties inherent to his function.

10-3.06 Rest period

An employee shall benefit from the rest period prescribed in clause 8-2.06 which could be taken at a time agreed with the immediate superior, it being specified that a half-day of work is a continuous period of at least three (3) working hours. However, if there is only one employee in the day care service, he shall benefit from clause 8-2.06 only with the agreement of the immediate superior.

10-3.07 Duration of employment

The duration of employment is the number of hours worked by a day care service employee since his first date of employment in a day care service, as a casual, probationary or regular employee, unless there is a work interruption of over twelve (12) months, in which case the time worked prior to the interruption shall not be counted.

The duration of employment shall be calculated on a yearly and hourly basis, it being understood that one year is equal to 1 365 hours. It shall be calculated on June 30 of each year. The list of the duration of employment shall be forwarded to the union prior to August 25 of each year.

A day care service employee shall accumulate his duration of employment when his salary is maintained or he receives an allowance during one of the leaves provided for in clauses 5-4.05 (twelve (12)- or twenty (20)-week maternity leave), 5-4.24 (five (5)-day paternity leave), 5-4.25 (ten (10)-week adoption leave) or during an absence resulting from a work accident or occupational disease. The duration of employment of the employee on leave as provided for in clause 5-4.05 or 5-4.25 shall be calculated according to the average number of weekly hours during the last five (5) months worked.

This definition of duration of employment shall not have any retroactive effect. Moreover, the duration of employment converted in years and hours acquired on June 30, 1996 by regular day care service employees shall remain in effect.

10-3.08 Increase in salary rate

The salary rate applicable to a casual employee in a day care service shall be increased by eleven percent (11%) to take into account fringe benefits, notably, paid legal holidays, salary insurance benefits and sick-leave days.

10-3.09 Vacation allowance

An employee shall be entitled to a vacation allowance of eight percent (8%) of the salary received paid at each pay period.

10-3.10 Life, health and salary insurance plans

Subject to the benefits prescribed in the fourth paragraph of clause 10-3.12, article 5-3.00 of the agreement shall apply only during the period in which the regular employee or the probationary employee in a day care service would have actually worked in a day care service with the following changes:

a) Article 5-3.00

The word "position" is replaced by "employment".

b) Clause 5-3.01 (footnote)

The expression "the regular workweek prescribed in article 8-2.00" is replaced by "thirty-five (35) hours".

c) Clause 5-3.31 a)

- Subparagraph 1) is replaced by the following:

"up to the number of sick-leave days accumulated to his credit without ever exceeding ten (10) working days: the payment of a benefit equal to the salary he would receive had he been at work".

- Subparagraph 2) does not apply.

- Subparagraph 3) is replaced by the following:

"upon the expiry of the waiting period of fifteen (15) weeks following the ten (10) working days with or without benefits prescribed in subparagraph 1) and up to twenty-four (24) months from the date on which the disability began: the payment of a benefit equal to seventy percent (70%) of the salary he would receive had he been at work on the basis of his regular weekly working hours".

d) Clause 5-3.31 b)

The expression "twelve (12) weeks" is replaced by "fifteen (15) weeks following the ten (10) working days with or without benefits prescribed in subparagraph 1) of paragraph a) of this clause".

e) Clause 5-3.32

Clause 5-3.32 is replaced by the following:

"From the beginning of the disability to the beginning of the period covered by the provisions of subparagraph 3) of paragraph a) of clause 5-3.31, 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 if he pays the required contributions under the conditions prescribed when benefits are paid and subsequently, under the conditions prescribed during a leave of absence without salary. However, when the disability becomes covered by the provisions of the aforementioned subparagraph 3), the employee shall be entitled for a maximum period of one hundred and forty-one (141)¹ weeks to a waiver of his contributions to his pension plan (RREGOP, TPP or CSSP) without losing any rights in keeping with tax legislation. 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 must not be construed as conferring on the payee the status of employee nor as increasing his rights as such, especially as regards the accumulation of sick-leave days."

f) Clause 5-3.33, fourth paragraph

The expression "as of the sixty-first (61st) day from the beginning of a disability" is replaced by "as of the beginning of the period covered by the provisions of subparagraph 3) of paragraph a) of clause 5-3.31".

g) Clause 5-3.34

The expression "during the regular workweek" is replaced by "according to the work schedule".

h) Clause 5-3.37

- 1) Absence covered by the provisions of subparagraphs 1) and 3) of paragraph a) of clause 5-3.31

Clause 5-3.37 shall apply for any absence covered by the provisions of subparagraphs 1) and 3) of paragraph a) of clause 5-3.31.

- 2) Absence not covered by the provisions of clause 5-3.31

The board may require an absent employee to produce a written statement attesting to his disability.

i) Clause 5-3.40

The expression "temporary layoff carried out under article 7-2.00" is replaced by "layoff carried out under article 10-3.00".

¹ The maximum period of one hundred and forty-one (141) weeks shall be reduced by all the working days without salary included in the maximum time limit of ten (10) working days prescribed in subparagraph 1) of paragraph a) of clause 5-3.31.

j) Clause 5-3.41

Clause 5-3.41 is replaced by the following:

"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 average of his hours worked during the five (5) months preceding July 1 in relation to a thirty-five (35)-hour week."

10-3.11 Recall to work prior to the first day of class

These provisions do not constitute a guaranteed number of working hours.

Prior to the first day of class of the school year, at the time of a recall to work of regular day care service employees, the following provisions apply:

- a) the board shall proceed by place of work, class of employment and duration of employment from among regular day care service employees. The board shall offer available positions to each of the employees concerned;
- b) failing this, the board shall proceed according to the duration of employment from among the regular day care service employees who requested, in writing, a transfer or demotion prior to the preceding June 30; the regular day care service employee who requests a transfer must indicate the name of the day care service or services where he would like to work;
- c) failing this, the board shall proceed by class of employment and duration of employment according to a list maintained at the board on which the board registers the regular day care service employees laid off for less than eighteen (18) months who requested in writing to be registered on the list;
- d) failing this, the board shall proceed by place of work, class of employment and duration of employment from among the probationary employees in the day care service.

If a position remains vacant following the application of the provisions of this clause, the provisions of clauses 10-3.14 and 10-3.16 apply.

10-3.12 Layoffs and recalls to work

In the case of a layoff, the board shall proceed by place of work, class of employment and according to the inverse order of the duration of employment.

In the case of a layoff, if more than one regular day care service employee has an identical duration of employment, the board shall lay off employees starting with the employee who has the least number of weekly working hours.

The same applies to a recall to work. However, in this case, the board shall first recall the regular day care service employee who has the most weekly working hours, subject to the first paragraph of clause 10-3.11.

However, the laid-off employee shall be entitled to the salary insurance plan and the health insurance plan and shall pay his share of the annual premium according to the terms and conditions to be determined by the local parties for the first three (3) months of his layoff.

10-3.13 Temporarily vacant position of person-in-charge of a day care service or day care service educator

If the board fills a temporarily vacant position and if the vacancy is of a predetermined duration of more than ten (10) working days, it shall proceed in the following manner:

- a) it shall offer the position according to the duration of employment to regular day care service employees in the day care service concerned for whom such a position constitutes a promotion or increased working hours.

In this case, only one movement of personnel is possible and the position left vacant shall then be filled according to paragraphs b) and c) of this clause;

- b) it shall offer the position at the board level according to the duration of employment to regular day care service employees laid off for less than eighteen (18) months;
- c) failing this, the board may hire any other person including a casual employee.

10-3.14 Vacant or newly created position of person-in-charge of a day care service

If the board decides to fill a position of person-in-charge of a day care service, it shall proceed according to the following order:

- a) it shall choose from among the regular day care service employees in the day care service concerned who requested in writing to be considered for the position, according to the duration of employment;
- b) failing this, it shall proceed by means of a posting or another type of written notice in other day care services from among regular day care service employees and regular day care service employees laid off for less than eighteen (18) months registered on the list mentioned in paragraph c) of clause 10-3.11 and who requested in writing to be considered for the position, according to the duration of employment;
- c) failing this, the board may hire any other person including a casual employee.

10-3.15 Promotion

The regular day care service employee who obtains by application of the provisions of paragraph a) or b) of clause 10-3.14 a position of person-in-charge of a day care service for whom this constitutes a promotion shall undergo a three (3)-month adaptation period. If, during that period, the board determines that the regular day care service employee does not perform his duties adequately, it shall inform the union and return the employee to his former position or lay off the employee, as the case may be.

The employee referred to in paragraph a) or b) of clause 10-3.14 for whom this movement constitutes a promotion may decide to return to his former position or be laid off, as the case may be, within thirty (30) days of his appointment to the position of person-in-charge of a day care service.

The application of the preceding paragraphs shall entail the cancellation of any movement of personnel resulting from the promotion.

10-3.16 Vacant or newly created position of day care service educator

If the board fills a position of day care service educator, it shall proceed in the following order:

- a) it shall choose from among the regular employees in the day care service according to the duration of employment;
- b) failing this, it shall proceed by means of a posting or another type of written notice addressed to regular day care employees in other day care services who expressed, prior to the preceding June 30, their intention in writing to be transferred or demoted to the position. The employee must specify the name of the day care service or services to which he wishes to be transferred or demoted;

NOTE Only one movement of personnel can occur from one day care service to another. The position left vacant in the other day care service shall then be filled according to steps a), c) and d) of this clause.

- c) failing this, it shall recall according to the duration of employment a regular day care service employee laid off for less than eighteen (18) months who requested to be registered on a list of regular day care service employees maintained at the board;
- d) failing this, the board may hire any other person including a casual employee.

10-3.17 Contents of posting

The posting shall include, among other things, a summary description of the position, the number of hours prescribed and the work schedule, the immediate superior's title, the salary scale, the required qualifications and other requirements determined by the board as well as the name of the school; it shall also include the deadline for submitting application forms and the name of the person in charge to whom the application forms must be submitted.

10-3.18 Qualifications and requirements

In all cases prescribed in this article, the employee must have the required qualifications and meet the other requirements determined by the board.

The employees shall be informed of the required qualifications and other requirements determined by the board by means of a posting or another type of written notice.

10-3.19 Displacement procedure for the closure of a day care service

A regular employee affected by the closure shall choose:

- a) to displace the employee with the least duration of employment in his class of employment in his locality;
- or
- b) to be registered on the list mentioned in paragraph c) of clause 10-3.11.

The displaced employee shall be registered on the list mentioned in paragraph c) of clause 10-3.11.

10-3.20 Transitory provisions

Beginning on the date of the coming into force of the agreement until the end of the 1999-2000 fiscal year, a probationary employee and a regular employee shall benefit from clause 10-3.08 instead of articles 5-1.00 and 5-2.00 and clause 10-3.10 of the agreement.

However, in the case of probationary employees and regular employees who become disabled during the period from the date on which the agreement is signed to the date of the layoff or the end of the 1999-2000 fiscal year if he is not laid off and is still disabled when he returns to work, the time limit of twenty-four (24) months prescribed in clause 10-3.10 c) shall be computed as of the beginning of the disability.

Articles 5-1.00 and 5-2.00 and clause 10-3.10 (except subparagraph 3) of clause 10-3.10 c) for an employee referred to in the preceding paragraph) shall take effect on July 1 of the 2000-2001 fiscal year or on the date of the return to work of the probationary employee and the regular employee for the 2000-2001 fiscal year.

10-3.21 Local arrangements

In addition to the provisions of article 11-3.00, the board and the union may agree on a local arrangement according to article 11-3.00 for the following clauses:

10-3.04, 10-3.05, 10-3.07, 10-3.10, 10-3.11, 10-3.12, 10-3.13, 10-3.14, 10-3.16, 10-3.17 and 10-3.19.

10-4.00 EMPLOYEES WORKING WITH HANDICAPPED STUDENTS INTEGRATED PARTIALLY OR TOTALLY INTO REGULAR CLASSES**10-4.01** Only the following provisions apply to an employee working with handicapped students integrated partially or totally into regular classes.

Notwithstanding the provisions of the preceding paragraph, this article does not apply to employees working at the board on the date of the coming into force of the agreement who had the status of regular employee under the 1986-1989 collective agreement.

10-4.02 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
- 2-1.00 Field of Application: clause 2-1.01 d) 3) e) concerning the assignment procedure for a special project and clause 2-1.01 h)
- 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 (provided that, in the context of clause 3-6.09, the employee resumes, upon his return, the duties he performed upon his departure, 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

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- 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 (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 5-4.30)
 - 5-5.00 Participation in Public Affairs (except clause 5-5.05)
 - 5-6.00 Vacation
 - 5-7.00 Training and Professional Improvement
 - 5-8.00 Civil Responsibility
 - 5-9.00 Work Accidents and Occupational Diseases (However, the employee shall resume, upon his return, the duties he performed upon his departure, if they still exist.)
 - 5-10.00 Leaves of Absence Without Salary (Excluding clauses 5-10.04 and 5-10.10 and provided that, in the context of clause 5-10.07, the employee resumes, 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
 - 6-7.00 Payment of Salary
 - 7-1.03 i) Procedure for filling a permanently vacant or newly created position
 - 8-2.00 Workweek and Working Hours
 - 8-3.00 Overtime
 - 8-4.00 Disciplinary Measures
 - 8-5.00 Health and Safety
 - 8-6.00 Clothing and Uniforms
 - 8-7.00 Technological Changes
 - 8-8.00 Software Changes
 - 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 Relevant 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
- 10-4.03** Unless specifically provided otherwise, this article may not have the effect of granting the employee a benefit, monetary or nonmonetary, to which he would not have been entitled had he remained at work.
- 10-4.04** The employee hired within the framework of this article shall undergo a probation period of sixty (60) days actually worked during which time the board may terminate his employment.
- 10-4.05** For the purpose of applying this article, the duration of employment corresponds to an employee's period of employment computed as of the beginning of his employment within the framework of this article.

- 10-4.06** During the school year, the employee may be temporarily laid off during the absence from school of the student or students with whom he is working. The employee concerned shall be reinstated in his position when the student or students return to school. The employee may also be laid off permanently when his services are not required.
- 10-4.07** Notwithstanding the provisions of clause 10-4.06, the employee shall have ten (10) working days per fiscal year during which the board shall assign him to duties during the absence from school of the student or students with whom he is working. These days shall be deducted in full half-days or full days from the ten (10) working days thus granted.
- When the employee has used up the number of days granted under the preceding paragraph, the board shall lay off the employee or assign him to other duties at the board during the absence from school of the student or students with whom he is working.
- 10-4.08** With the prior consent of the immediate superior, an employee shall be remunerated for the time devoted to the planning and preparation of activities as well as to the participation in meetings.
- 10-4.09** Notwithstanding the provisions of clause 10-4.02, the board may, following a revision of the employee's performance, change the number of his daily or weekly working hours. For the purpose of applying this clause, the employee shall be notified at least ten (10) working days in advance.
- 10-4.10** 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.
- 10-4.11** The employee referred to in this article shall be entitled to the procedure for settling grievances and arbitration provided for in the agreement as regards the rights recognized under this article.

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 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: paragraph 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
- 5-6.00 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 6-5.04 to 6-5.06
- 7-1.00 Movement of Personnel: the time limits prescribed in paragraph c) of clause 7-1.03, paragraph h) of clause 7-1.03, clauses 7-1.05 and 7-1.06 and clauses 7-1.17 to 7-1.23
- 7-3.00 Security of Employment: paragraph b) of clause 7-3.10
- 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
- 10-3.00 Employees working in a day care service under the aegis of a school board: clauses 10-3.04, 10-3.05, 10-3.07, 10-3.10, 10-3.11, 10-3.12, 10-3.13, 10-3.14, 10-3.16, 10-3.17 and 10-3.19
- 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.
- 11-5.00 COMING INTO FORCE OF THE AGREEMENT**
- A1 11-5.01** The agreement comes into force on the date it is signed and expires on June 30, 2003 and shall not have any retroactive effect, unless specifically provided otherwise.
- 11-5.02** An employee in the employ of the board between January 1, 1999 and the date on which the agreement is signed shall be entitled, as retroactivity, to an amount 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 the active service or the number of remunerated hours during that period and the amounts already paid by the board in this respect between January 1, 1999 and the date on which the agreement is signed.
- 11-5.03** Subject to clause 11-5.05, the amounts of retroactivity resulting from the application of clause 11-5.02 shall be paid no later than sixty (60) days of the signing of the agreement.
- 11-5.04** No later than one hundred and twenty (120) days from the date on which the agreement comes into force, the board shall provide the union with a list of employees who left their employment between January 1, 1999 and the date on which the agreement is signed as well as their last known address.
- 11-5.05** An employee whose employment terminated between January 1, 1999 and the date on which the agreement is signed must request the payment of the amount owing under clause 11-5.02 within four (4) months of receiving the list mentioned in clause 11-5.04. In the event of an employee's death, the request may be made by the beneficiaries.
- 11-5.06** Unless specifically provided otherwise, the agreement replaces every former collective agreement concluded between the board and the union.

11-5.07 However, the working conditions prescribed in the agreement shall continue to apply until the signing of a new agreement.

11-5.08 In the 2000-2001 fiscal year, the locality mentioned in paragraph b) of clause 7-3.10 is that applied by the board in 1999-2000.

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.

IN WITNESS WHEREOF, the parties herein have signed in Montréal on this 22nd day of the month of June 2000.

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

UNION DES EMPLOYÉS ET EMPLOYÉES DE
SERVICE, SECTION LOCALE 800

affiliated with:

THE QUÉBEC FEDERATION OF LABOUR
(QFL)

(signed) François Legault

François Legault
Ministre de l'Éducation

(signed) Bernard Huot

Bernard Huot
President, CPNCA

(signed) Hilaire Rochefort

Hilaire Rochefort
Vice-president, CPNCA

(signed) Wayne Kendall

Wayne Kendall
Negotiator

(signed) Diane Ratcliffe

Diane Ratcliffe
President, QESBA

(signed) Gilles Lanthier

Gilles Lanthier
Negotiator

(signed) Melody Bell

Melody Bell
Negotiator, QESBA

(signed) Paul Saletnig

Paul Saletnig
Negotiator

(signed) Richard Pouliot

Richard Pouliot
Spokesperson, MEQ

(signed) Cristina Cabral

Cristina Cabral
Spokesperson

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APPENDIX I

SUPPORT STAFF

HOURLY SALARY SCALES AND RATES FOR THE PERIODS FROM:

- **1998-07-01 to 1998-12-31**
- **1999-01-01 to 1999-12-31**
- **2000-01-01 to 2000-12-31**
- **2001-01-01 to 2001-12-31**
- **2002-01-01 to 2003-03-31**
- **as of 2003-04-01**

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HOURLY SALARY SCALES AND RATES

I- CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS

I-1 Subcategory of Technical Support Positions

Class of employment: **Nurse**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Lump sums* 1999-04-01 to 1999-12-31	Rates 2000-01-01 to 2000-03-31	Lump sums* 2000-01-01 to 2000-03-31	Rates 2000-04-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
01	16.04	16.28	0.49	16.69	0.50	16.69	17.11	17.54	17.89
02	16.58	16.83	0.50	17.25	0.52	17.30	17.73	18.17	18.53
03	17.09	17.35	0.52	17.78	0.53	17.95	18.40	18.86	19.24
04	17.60	17.86	0.54	18.31	0.55	18.60	19.07	19.55	19.94
05	18.16	18.43	0.55	18.89	0.57	19.29	19.77	20.26	20.67
06	18.71	18.99	0.57	19.46	0.58	20.01	20.51	21.02	21.44
07	19.31	19.60	0.59	20.09	0.60	20.75	21.27	21.80	22.24
08	19.91	20.21	0.61	20.72	0.62	21.50	22.04	22.59	23.04
09	20.63	20.94	0.63	21.46	0.64	22.30	22.86	23.43	23.90
10	21.38	21.70	0.65	22.24	0.67	23.12	23.70	24.29	24.78
11	22.25	22.58	0.68	23.14	0.69	23.99	24.59	25.20	25.70
12	23.30	23.65	0.71	24.24	0.73	24.87	25.49	26.13	26.65

* The lump sum is indicated for information purposes and represents 3.0% of the hourly rate for the period concerned. The 3.0% is paid for each regular hour remunerated and on any amount received as overtime, indemnities and benefits between April 1, 1999 and March 31, 2000. It does not replace the guaranteed increase in salary scales and rates.

Classes of employment: **Person-in-charge of a day care service (as of 2000-01-01)**
Person-in-charge of a day care service under the aegis of a school board (1998-07-01 to 1999-12-31)

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	13.22	13.42	14.09	14.44	14.80	15.10
02	13.64	13.84	14.66	15.03	15.41	15.72
03	14.06	14.27	15.15	15.53	15.92	16.24
04	14.47	14.69	15.71	16.10	16.50	16.83
05	14.92	15.14	16.27	16.68	17.10	17.44
06	15.37	15.60	16.86	17.28	17.71	18.06
07	15.85	16.09	17.43	17.87	18.32	18.69
08	16.34	16.59	18.12	18.57	19.03	19.41
09			18.81	19.28	19.76	20.16
10			19.50	19.99	20.49	20.90
11			20.19	20.69	21.21	21.63
12			20.94	21.46	22.00	22.44

Classes of employment: **Audiovisual Technician**
Braille Technician
Documentation Technician
Psychometry Technician
Recreational Activities Technician

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	13.55	13.75	14.09	14.44	14.80	15.10
02	14.09	14.30	14.66	15.03	15.41	15.72
03	14.56	14.78	15.15	15.53	15.92	16.24
04	15.10	15.33	15.71	16.10	16.50	16.83
05	15.64	15.87	16.27	16.68	17.10	17.44
06	16.21	16.45	16.86	17.28	17.71	18.06
07	16.75	17.00	17.43	17.87	18.32	18.69
08	17.42	17.68	18.12	18.57	19.03	19.41
09	18.08	18.35	18.81	19.28	19.76	20.16
10	18.74	19.02	19.50	19.99	20.49	20.90
11	19.41	19.70	20.19	20.69	21.21	21.63
12	20.13	20.43	20.94	21.46	22.00	22.44

Classes of employment: **Administration Technician**
Graphic Arts Technician
School Transportation Technician

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	13.79	14.00	14.35	14.71	15.08	15.38
02	14.26	14.47	14.83	15.20	15.58	15.89
03	14.84	15.06	15.44	15.83	16.23	16.55
04	15.36	15.59	15.98	16.38	16.79	17.13
05	15.96	16.20	16.61	17.03	17.46	17.81
06	16.53	16.78	17.20	17.63	18.07	18.43
07	17.20	17.46	17.90	18.35	18.81	19.19
08	17.84	18.11	18.56	19.02	19.50	19.89
09	18.51	18.79	19.26	19.74	20.23	20.63
10	19.19	19.48	19.97	20.47	20.98	21.40
11	19.91	20.21	20.72	21.24	21.77	22.21
12	20.69	21.00	21.53	22.07	22.62	23.07

Class of employment: **Food Management Technician**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	15.24	15.47	15.86	16.26	16.67	17.00
02	15.72	15.96	16.36	16.77	17.19	17.53
03	16.18	16.42	16.83	17.25	17.68	18.03
04	16.62	16.87	17.29	17.72	18.16	18.52
05	17.11	17.37	17.80	18.25	18.71	19.08
06	17.62	17.88	18.33	18.79	19.26	19.65
07	18.09	18.36	18.82	19.29	19.77	20.17
08	18.58	18.86	19.33	19.81	20.31	20.72
09	19.14	19.43	19.92	20.42	20.93	21.35
10	19.67	19.97	20.47	20.98	21.50	21.93
11	20.31	20.61	21.13	21.66	22.20	22.64
12	20.87	21.18	21.71	22.25	22.81	23.27

Classes of employment: **Building Technician**
Electronics Technician
Laboratory Technician
School Organization Technician
Social Work Technician
Special Education Technician
Vocational Training Technician

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	14.91	15.13	15.51	15.90	16.30	16.63
02	15.37	15.60	15.99	16.39	16.80	17.14
03	15.85	16.09	16.49	16.90	17.32	17.67
04	16.34	16.59	17.00	17.43	17.87	18.23
05	16.87	17.12	17.55	17.99	18.44	18.81
06	17.37	17.63	18.07	18.52	18.98	19.36
07	17.91	18.18	18.63	19.10	19.58	19.97
08	18.47	18.75	19.22	19.70	20.19	20.59
09	19.04	19.33	19.81	20.31	20.82	21.24
10	19.63	19.92	20.42	20.93	21.45	21.88
11	20.25	20.55	21.06	21.59	22.13	22.57
12	20.87	21.18	21.71	22.25	22.81	23.27

Classes of employment: **Data Processing Technician
Interpreter-Technician**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	15.59	15.82	16.22	16.63	17.05	17.39
02	16.13	16.37	16.78	17.20	17.63	17.98
03	16.63	16.88	17.30	17.73	18.17	18.53
04	17.19	17.45	17.89	18.34	18.80	19.18
05	17.75	18.02	18.47	18.93	19.40	19.79
06	18.32	18.59	19.05	19.53	20.02	20.42
07	18.92	19.20	19.68	20.17	20.67	21.08
08	19.54	19.83	20.33	20.84	21.36	21.79
09	20.19	20.49	21.00	21.53	22.07	22.51
10	20.84	21.15	21.68	22.22	22.78	23.24
11	21.52	21.84	22.39	22.95	23.52	23.99
12	22.23	22.56	23.12	23.70	24.29	24.78

Class of employment: **Data Processing Technician, principal class**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	18.65	18.93	19.40	19.89	20.39	20.80
02	19.30	19.59	20.08	20.58	21.09	21.51
03	19.91	20.21	20.72	21.24	21.77	22.21
04	20.62	20.93	21.45	21.99	22.54	22.99
05	21.32	21.64	22.18	22.73	23.30	23.77
06	22.03	22.36	22.92	23.49	24.08	24.56
07	22.86	23.20	23.78	24.37	24.98	25.48
08	23.65	24.00	24.60	25.22	25.85	26.37
09	24.48	24.85	25.47	26.11	26.76	27.30

I-2 Subcategory of Paratechnical Support PositionsClass of employment: **Laboratory Attendant**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.07	13.27	13.60	13.94	14.29	14.58
03	13.37	13.57	13.91	14.26	14.62	14.91
04	13.68	13.89	14.24	14.60	14.97	15.27
05	14.01	14.22	14.58	14.94	15.31	15.62

Classes of employment: **Day Care Service Educator (as of 2000-01-01)**
Day Care Service Attendant (1998-07-01 to 1999-12-31)

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.07	13.27	13.75	14.09	14.44	14.73
03	13.37	13.57	14.23	14.59	14.95	15.25
04	13.68	13.89	14.71	15.08	15.46	15.77
05	14.01	14.22	15.20	15.58	15.97	16.29
06			15.74	16.13	16.53	16.86
07			16.27	16.68	17.10	17.44

Class of employment: **Nursing Assistant (or those possessing a diploma in health, assistance and nursing care)**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.82	13.01	13.34	13.67	14.01	14.29
02	13.19	13.39	13.72	14.06	14.41	14.70
03	13.62	13.82	14.17	14.52	14.88	15.18
04	14.10	14.31	14.67	15.04	15.42	15.73
05	14.50	14.72	15.09	15.47	15.86	16.18
06	14.98	15.20	15.58	15.97	16.37	16.70
07	15.49	15.72	16.11	16.51	16.92	17.26
08	15.98	16.22	16.63	17.05	17.48	17.83
09	16.53	16.78	17.20	17.63	18.07	18.43
10	17.15	17.41	17.85	18.30	18.76	19.14

Class of employment: **School Transportation Inspector**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	13.44	13.64	13.98	14.33	14.69	14.98
02	13.85	14.06	14.41	14.77	15.14	15.44
03	14.25	14.46	14.82	15.19	15.57	15.88
04	14.69	14.91	15.28	15.66	16.05	16.37
05	15.13	15.36	15.74	16.13	16.53	16.86
06	15.57	15.80	16.20	16.61	17.03	17.37
07	16.04	16.28	16.69	17.11	17.54	17.89
08	16.51	16.76	17.18	17.61	18.05	18.41
09	17.01	17.27	17.70	18.14	18.59	18.96

Class of employment: **Offset Duplicator Operator**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.19	13.39	13.72	14.06	14.41	14.70
03	13.58	13.78	14.12	14.47	14.83	15.13
04	14.07	14.28	14.64	15.01	15.39	15.70
05	14.44	14.66	15.03	15.41	15.80	16.12
06	14.91	15.13	15.51	15.90	16.30	16.63
07	15.36	15.59	15.98	16.38	16.79	17.13

Class of employment: **Offset Duplicator Operator, principal class**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	14.91	15.13	15.51	15.90	16.30	16.63
02	15.39	15.62	16.01	16.41	16.82	17.16
03	15.85	16.09	16.49	16.90	17.32	17.67
04	16.35	16.60	17.02	17.45	17.89	18.25
05	16.90	17.15	17.58	18.02	18.47	18.84

Class of employment: **Data Processing Operator, class I**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	14.18	14.39	14.75	15.12	15.50	15.81
02	14.69	14.91	15.28	15.66	16.05	16.37
03	15.21	15.44	15.83	16.23	16.64	16.97
04	15.80	16.04	16.44	16.85	17.27	17.62
05	16.36	16.61	17.03	17.46	17.90	18.26
06	16.99	17.24	17.67	18.11	18.56	18.93

Class of employment: **Data Processing Operator, principal class**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	16.99	17.24	17.67	18.11	18.56	18.93
02	17.56	17.82	18.27	18.73	19.20	19.58
03	18.18	18.45	18.91	19.38	19.86	20.26
04	18.75	19.03	19.51	20.00	20.50	20.91
05	19.40	19.69	20.18	20.68	21.20	21.62
06	20.05	20.35	20.86	21.38	21.91	22.35
07	20.73	21.04	21.57	22.11	22.66	23.11

Class of employment: **Attendant for Handicapped Students**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.15	13.35	13.68	14.02	14.37	14.66
03	13.52	13.72	14.06	14.41	14.77	15.07
04	13.95	14.16	14.51	14.87	15.24	15.54
05	14.35	14.57	14.93	15.30	15.68	15.99
06	14.77	14.99	15.36	15.74	16.13	16.45

Class of employment: **Binder**

Week: 35 hours

Steps	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
	15.96	16.20	16.61	17.03	17.46	17.81

Class of employment: **Student Supervisor**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.07	13.27	13.60	13.94	14.29	14.58
03	13.37	13.57	13.91	14.26	14.62	14.91
04	13.68	13.89	14.24	14.60	14.97	15.27
05	14.01	14.22	14.58	14.94	15.31	15.62

Class of employment: **Swimming Pool Supervisor**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.15	13.35	13.68	14.02	14.37	14.66
03	13.52	13.72	14.06	14.41	14.77	15.07
04	13.95	14.16	14.51	14.87	15.24	15.54
05	14.35	14.57	14.93	15.30	15.68	15.99
06	14.77	14.99	15.36	15.74	16.13	16.45

II- CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONSClass of employment: **Office Agent, class II**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.07	13.27	13.60	13.94	14.29	14.58
03	13.37	13.57	13.91	14.26	14.62	14.91
04	13.68	13.89	14.24	14.60	14.97	15.27

Class of employment: **Office Agent, class I**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	13.67	13.88	14.23	14.59	14.95	15.25
02	14.14	14.35	14.71	15.08	15.46	15.77
03	14.61	14.83	15.20	15.58	15.97	16.29
04	15.13	15.36	15.74	16.13	16.53	16.86
05	15.64	15.87	16.27	16.68	17.10	17.44

Classes of employment: **Office Agent, principal class
Buyer**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	15.96	16.20	16.61	17.03	17.46	17.81
02	16.43	16.68	17.10	17.53	17.97	18.33
03	16.98	17.23	17.66	18.10	18.55	18.92
04	17.54	17.80	18.25	18.71	19.18	19.56
05	18.08	18.35	18.81	19.28	19.76	20.16
06	18.58	18.86	19.33	19.81	20.31	20.72

Class of employment: **Office Assistant**

Week: 35 hours

Step	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.70	12.89	13.21	13.54	13.88	14.16

Class of employment: **Storekeeper, class II**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.07	13.27	13.60	13.94	14.29	14.58
03	13.37	13.57	13.91	14.26	14.62	14.91
04	13.68	13.89	14.24	14.60	14.97	15.27

Class of employment: **Storekeeper, class I**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	13.92	14.13	14.48	14.84	15.21	15.51
02	14.40	14.62	14.99	15.36	15.74	16.05
03	14.87	15.09	15.47	15.86	16.26	16.59
04	15.36	15.59	15.98	16.38	16.79	17.13
05	15.88	16.12	16.52	16.93	17.35	17.70

Class of employment: **Storekeeper, principal class**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	15.85	16.09	16.49	16.90	17.32	17.67
02	16.41	16.66	17.08	17.51	17.95	18.31
03	16.98	17.23	17.66	18.10	18.55	18.92
04	17.54	17.80	18.25	18.71	19.18	19.56
05	18.09	18.36	18.82	19.29	19.77	20.17
06	18.70	18.98	19.45	19.94	20.44	20.85
07	19.33	19.62	20.11	20.61	21.13	21.55

Class of employment: **Secretary**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.15	13.35	13.68	14.02	14.37	14.66
03	13.52	13.72	14.06	14.41	14.77	15.07
04	13.95	14.16	14.51	14.87	15.24	15.54
05	14.35	14.57	14.93	15.30	15.68	15.99
06	14.77	14.99	15.36	15.74	16.13	16.45

Class of employment: **School Secretary**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	14.06	14.27	14.63	15.00	15.38	15.69
02	14.47	14.69	15.06	15.44	15.83	16.15
03	14.92	15.14	15.52	15.91	16.31	16.64
04	15.37	15.60	15.99	16.39	16.80	17.14
05	15.85	16.09	16.49	16.90	17.32	17.67
06	16.34	16.59	17.00	17.43	17.87	18.23

Class of employment: **Executive Secretary**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	14.92	15.14	15.52	15.91	16.31	16.64
02	15.37	15.60	15.99	16.39	16.80	17.14
03	15.85	16.09	16.49	16.90	17.32	17.67
04	16.34	16.59	17.00	17.43	17.87	18.23

Class of employment: **Telephone Operator**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
01	12.77	12.96	13.28	13.61	13.95	14.23
02	13.07	13.27	13.60	13.94	14.29	14.58
03	13.37	13.57	13.91	14.26	14.62	14.91

III- CATEGORY OF LABOUR SUPPORT POSITIONS**III-1 Subcategory of Qualified Workman Positions**

Week: 38.75 hours

Classes of employment	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
Trade Apprentice						
1st year	12.70	12.89	13.21	13.54	13.88	14.16
2nd year	13.10	13.30	13.63	13.97	14.32	14.61
3rd year	13.56	13.76	14.10	14.45	14.81	15.11
4th year	14.01	14.22	14.58	14.94	15.31	15.62
Cabinetmaker	17.78	18.05	18.50	18.96	19.43	19.82
Electrician	17.78	18.05	18.50	18.96	19.43	19.82
Electrician, principal class	18.91	19.19	19.67	20.16	20.66	21.07
Master Pipe Mechanic	18.91	19.19	19.67	20.16	20.66	21.07
Mechanic, class II	16.53	16.78	17.20	17.63	18.07	18.43
Mechanic, class I	17.78	18.05	18.50	18.96	19.43	19.82
Stationary Engineer						
Class 4	14.77	14.99	15.36	15.74	16.13	16.45
Class 3	16.34	16.59	17.00	17.43	17.87	18.23
Class 2	17.96	18.23	18.69	19.16	19.64	20.03
Class 1	18.55	18.83	19.30	19.78	20.27	20.68

Classes of employment	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
Carpenter	17.01	17.27	17.70	18.14	18.59	18.96
Certified Maintenance Workman	17.01	17.27	17.70	18.14	18.59	18.96
Painter	15.77	16.01	16.41	16.82	17.24	17.58
Locksmith	16.18	16.42	16.83	17.25	17.68	18.03
Welder	17.78	18.05	18.50	18.96	19.43	19.82
Specialized Shop Mechanic	17.78	18.05	18.50	18.96	19.43	19.82
Pipe Fitter	17.78	18.05	18.50	18.96	19.43	19.82
Glazier-Installer- Mechanic	16.34	16.59	17.00	17.43	17.87	18.23

III-2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

Classes of employment	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
Heavy Vehicle Driver Assistant	13.68	13.89	14.24	14.60	14.97	15.27
Trades Helper	14.01	14.22	14.58	14.94	15.31	15.62
General Kitchen Helper	13.07	13.27	13.60	13.94	14.29	14.58
Laundryman	13.37	13.57	13.91	14.26	14.62	14.91
Caretaker (9 275 m² or more)	16.08	16.32	16.73	17.15	17.58	17.93
Caretaker (less than 9 275 m²)	14.59	14.81	15.18	15.56	15.95	16.27
Night Caretaker (9 275 m² or more)	15.50	15.73	16.12	16.52	16.93	17.27
Night Caretaker (less than 9 275 m²)	14.23	14.44	14.80	15.17	15.55	15.86
Light Vehicle Driver	13.68	13.89	14.24	14.60	14.97	15.27
Heavy Vehicle Driver	15.64	15.87	16.27	16.68	17.10	17.44
Cook, class III	14.78	15.00	15.38	15.76	16.15	16.47
Cook, class II	16.34	16.59	17.00	17.43	17.87	18.23
Cook, class I	17.01	17.27	17.70	18.14	18.59	18.96

Classes of employment	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
Guard	13.07	13.27	13.60	13.94	14.29	14.58
Gardener	14.77	14.99	15.36	15.74	16.13	16.45
Maintenance Workman, class III (Domestic Help)	12.70	12.89	13.21	13.54	13.88	14.16
Maintenance Workman, class II (Assistant Caretaker, Labourer)	13.37	13.57	13.91	14.26	14.62	14.91
Maintenance Workman, class I (Window Installer, Tile Setter, Sander)	14.59	14.81	15.18	15.56	15.95	16.27
Alarm Serviceman	17.60	17.86	18.31	18.77	19.24	19.62

IV HOURLY SALARY SCALES AND RATES FOR INCOME PROTECTION ONLYClass of employment: **Data Processing Assistant**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
1	12.70	12.89	13.21	13.54	13.88	14.16
2	13.07	13.27	13.60	13.94	14.29	14.58

Class of employment: **Data Processing Assistant, principal class**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
1	13.58	13.78	14.12	14.47	14.83	15.13
2	14.09	14.30	14.66	15.03	15.41	15.72
3	14.50	14.72	15.09	15.47	15.86	16.18
4	14.98	15.20	15.58	15.97	16.37	16.70
5	15.49	15.72	16.11	16.51	16.92	17.26

Class of employment: **Butcher**

Week: 38.75 hours

Steps	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
	16.34	16.59	17.00	17.43	17.87	18.23

Class of employment: **Bricklayer-Mason**

Week: 38.75 hours

Steps	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
	16.34	16.59	17.00	17.43	17.87	18.23

Class of employment: **Draftsman**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
1	12.77	12.96	13.28	13.61	13.95	14.23
2	13.07	13.27	13.60	13.94	14.29	14.58
3	13.49	13.69	14.03	14.38	14.74	15.03
4	13.90	14.11	14.46	14.82	15.19	15.49
5	14.35	14.57	14.93	15.30	15.68	15.99
6	14.83	15.05	15.43	15.82	16.22	16.54
7	15.30	15.53	15.92	16.32	16.73	17.06
8	15.76	16.00	16.40	16.81	17.23	17.57

Class of employment: **Metalworker-Roofer**

Week: 38.75 hours

Steps	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
	16.34	16.59	17.00	17.43	17.87	18.23

Class of employment: **Office Equipment Mechanic**

Week: 38.75 hours

Steps	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
	17.96	18.23	18.69	19.16	19.64	20.03

Class of employment: **Data Processing Operator, class II**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
1	12.77	12.96	13.28	13.61	13.95	14.23
2	13.15	13.35	13.68	14.02	14.37	14.66
3	13.52	13.72	14.06	14.41	14.77	15.07
4	13.95	14.16	14.51	14.87	15.24	15.54
5	14.35	14.57	14.93	15.30	15.68	15.99
6	14.77	14.99	15.36	15.74	16.13	16.45

Class of employment: **Boiler and Refrigeration Equipment Operator**

Week: 38.75 hours

Steps	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
	14.01	14.22	14.58	14.94	15.31	15.62

Class of employment: **Pastrycook**

Week: 38.75 hours

Steps	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
	15.77	16.01	16.41	16.82	17.24	17.58

Class of employment: **Photographer**

Week: 35 hours

Steps	Rates 1998-07-01 to 1998-12-31	Rates 1999-01-01 to 1999-12-31	Rates 2000-01-01 to 2000-12-31	Rates 2001-01-01 to 2001-12-31	Rates 2002-01-01 to 2003-03-31	Rates as of 2003-04-01
	\$	\$	\$	\$	\$	\$
1	12.77	12.96	13.28	13.61	13.95	14.23
2	13.21	13.41	13.75	14.09	14.44	14.73
3	13.67	13.88	14.23	14.59	14.95	15.25
4	14.14	14.35	14.71	15.08	15.46	15.77
5	14.61	14.83	15.20	15.58	15.97	16.29
6	15.13	15.36	15.74	16.13	16.53	16.86
7	15.64	15.87	16.27	16.68	17.10	17.44

Class of employment: **Plasterer**

Week: 38.75 hours

Steps	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
	\$	\$	\$	\$	\$	\$
	16.34	16.59	17.00	17.43	17.87	18.23

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 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 reimburse¹ 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.

¹ The board and the employee may agree on the terms and conditions of reimbursement.

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 paragraphs 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 (12th) month and the provisions of section V of this contract apply.

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

1. If the maternity leave or leave for adoption takes place before or after the leave is taken, the employee shall interrupt his or her participation for a maximum period of twenty (20) weeks or ten (10) weeks, as the case may be; the contract shall then be extended accordingly, the provisions of article 5-4.00 shall apply, and the benefits under that article shall be established on the basis of the regular salary.

2. However, if the maternity leave or leave for adoption takes place before the leave is taken, the employee may terminate this contract and thus receive the salary that has not been paid (paragraph b) of section V). The benefits under article 5-4.00 shall be based on his or her regular salary.

IN WITNESS WHEREOF, the parties have signed in _____ on this _____ day of the month of _____ 20____.

For the school board

Employee

The board shall forward a certified true copy of the agreement to the union.

APPENDIX IV**CLASSIFICATION OF CERTAIN EMPLOYEES**

- A1** 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 June 30, 2003.

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 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, 1998; in this case, the applicable scales are those in effect for each year of the agreement ending on June 30, 1998.

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 shall have the mandate 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**

1. The government shall undertake to guarantee that, as of the date of the coming into force of the agreement, an employee may receive, during her maternity leave, the full or partial compensation payable by the board under section II of article 5-4.00 regardless of the changes made to the eligibility criteria for employment insurance which could arise after the signature date but on the condition that the foregoing is admissible under the supplementary employment insurance benefits plan.

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

- i) if Human Resources Development Canada were to have additional requirements with respect to the final written authorization allowing the plan to be registered as a supplementary employment insurance benefit;
 - ii) if, thereafter, Human Resources Development Canada were to modify its requirements during the term of the agreement.
2. Should any modification occur in the federal employment insurance plan with respect to parental rights, it is agreed that the provincial negotiating parties shall meet to discuss the possible impact of the changes on the parental rights plan.

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

Moreover, in the event of changes or new regulations concerning labour standards with respect to parental rights, it is agreed that the parties shall meet to discuss the possible impact of these changes on the parental rights plan described in article 5-4.00 of the agreement.

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 leave for adoption other than those prescribed in paragraph b) of clause 5-4.30 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 and the casual employees referred to in article 10-3.00 shall not be entitled to the provisions of clause 5-4.16 and the special leave provided for in clause 5-4.22 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. Failure on the part of the organization 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**LETTER OF INTENT CONCERNING PENSION PLANS****1) LEGISLATIVE AMENDMENTS**

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

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

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

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

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

B) Compensation for actuarial reduction

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

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

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

C) Exemption from contributions

The period giving a member entitlement to a contribution exemption under section 21 of RREGOP, section 18 of the TPP and section 60 of the CSSP is increased from two (2) to three (3) years within the limits of the tax rules. The pensionable salary recognized is the salary that the employee would have received had he remained at work, unless he is covered by a salary insurance plan which provides that the insurer shall pay the contributions on a higher pensionable salary.

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

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

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

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

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

3) OTHER AMENDMENTS TO RREGOP

A) Contribution rate

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

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

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

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

- sixty (60) years of age;
- thirty-five (35) years of service.

However, the normal retirement age remains sixty-five (65) years of age.

C) Revaluation of certain years of service

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

An amount of two hundred and thirty dollars (\$230) will be added to the life annuity for each of the years considered and is payable up to age sixty-five (65).

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

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

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

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

D) Indexation of retirement pensions

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

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

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

E) Years of service credited for eligibility for retirement purposes

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

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

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

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

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

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

- sixty (60) years of age;
- thirty (30) years of service;
- eighty (80) factor (age + years of service);

without taking into account any period not worked during employment but by adding, where applicable, no more than five (5) years related to an allowed period of temporary absence or reduced salary. In addition, these criteria must be applied to all retiring members.

F) Deadline

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

G) Powers and duties of the RREGOP Pension Committee representing employees who may be unionized

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

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

H) Supplemental budget item

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

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

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

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

I) Joint requests for studies submitted to CARRA

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

4) OTHER AMENDMENTS TO THE TPP AND THE CSSP**A) Contribution rate**

The TPP and the CSSP members shall choose collectively between:

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

or

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

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

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

TPP

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

CSSP

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

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

TPP

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

CSSP

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

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

B) Fiscal harmonization

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

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

C) Redemption of paid training period under the TPP and the CSSP

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

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

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

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

5) OTHER AMENDMENTS TO THE PPCT

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

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

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

- 2) Within six (6) months of the filing of the next actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP), the actuarial value of the additional benefits accrued on December 31, 1999 is determined on the basis of the principles defined for such actuarial valuation. This actuarial valuation established on December 31, 1999 takes into account the formulas applicable to the years of service giving entitlement to a revaluation. For this purpose, the adjustments to pension buy-back credits and the SPP effective on January 1, 2000 are taken into account.
- 3) The actuarial value of the additional benefits accrued annually in the year 2000 and the following years is determined on January 1 of each year. Each actuarial value takes into account the formulas applicable to the years of service giving entitlement to a revaluation. These values are calculated during the calendar year following the year during which the additional benefits were accrued on the basis of the principles emanating from the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP), available at the end of the calendar year of the calculation.
- 4) A first transfer from the consolidated revenue fund to account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP) is required when the total of the actuarial values, accrued with interest on the date of the valuation of the last value, exceeds 680 million dollars accrued with interest on the same date. The transferred amount corresponds to the excess accrued with interest until the date of the transfer. Subsequently, the annual transfer corresponds to the most recent actuarial value accrued with interest until the date of the transfer.
- 5) The interest rates used to amass the initial amount of 680 million dollars and the actuarial values are the rates of return generated by account 301 at the market value of each year.

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

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

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

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

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

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

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

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

- 5) Once every three (3) years, namely, on the date of each actuarial valuation prescribed in section 174 of the Act respecting the Government and Public Employees Retirement Plan (RREGOP), a transfer is made from the separate fund to account 301 and account 309 of Fund 01 (Employees' contribution fund for regular service under RREGOP). The amount transferred to each of these two (2) funds is equal to half of the actuarial value of the difference for pensioners during the last three (3) years between the pension paid according to the new terms and conditions and that which would have been paid under the former terms and conditions. The actuarial value of each of the differences is accrued at the rate of return generated by account 301 to the market value between the date of retirement of each of the pensioners of the last three (3) years and the date of transfer of the fund.

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

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

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

7) GRADUAL RETIREMENT

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

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

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

8) RETURN TO WORK BY PENSIONERS

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

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

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

9) NONDISCRIMINATION OF FRINGE BENEFITS

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

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

10) RIGHT OF REDEMPTION

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

11) AMENDMENTS TO PENSION PLANS

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

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

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

SCHEDULE 1

FORMULAS APPLICABLE TO THE REVALUATION OF CERTAIN YEARS OF SERVICE

A) Initial benefit for a member opting for retirement before sixty-five (65) years of age

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

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

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

The total amount is divided into two parts:

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

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

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

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

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

B) Initial benefit for a member opting for retirement after sixty-five (65) years of age

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

Where:

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

N_L : Minimum between:
1) N
and
2) thirty-five (35) minus the number of years of service used for calculation purposes (regular, transferred, transfer agreements)

TM: Average salary for the calculation of a pension

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

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

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

C) Accrued benefits

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

D) Application of formulas

The formulas are applied collectively to all pension credits:

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

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

Moreover, the following elements must be taken into consideration:

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

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

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

Moreover, an actuarial reduction determined under the terms and conditions for the redemption of pension credit for the period between the date of retirement and the pensioner's sixty-fifth (65th) birthday applies to the pension credit attributed for the purposes of applying the formulas.

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

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

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

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

A separate vote is held for each plan.

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

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

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

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

APPENDIX XI**EQUAL OPPORTUNITY****At the Provincial Level**

At the request of the provincial negotiating union group, the provincial negotiating parties agree to set up a parity committee within six (6) months of the date of the coming into force of the agreement.

This committee shall be made up 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 committee shall examine issues related to equal opportunity and, where applicable, make recommendations to the provincial negotiating parties in keeping with the provisions of the Charter of Human Rights and Freedoms.

At the Local Level

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

The consultation shall focus on the following:

- a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel at the board, it being specified that only one equal opportunity committee may exist at the board; should such a committee be formed, consultation on the items listed hereafter shall be carried out by the committee;
- b) the diagnostic analysis, if necessary;
- c) the contents of an equal opportunity program, namely:
 - objectives pursued;
 - equitable, corrective and support measures;
 - implementation timetable;
 - control mechanisms to assess the progress and difficulties encountered.

During the consultation period, the board shall forward all pertinent information within a reasonable time limit.

Any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the agreement must, in order to take effect, be the subject of a written agreement in accordance with the provisions of clause 2-2.04.

APPENDIX XII

PROVISIONS OF PARAGRAPH b) OF CLAUSE 7-1.03

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 1) and 2) of paragraph b) of clause 7-1.03. Failing a written agreement between the board and the union, the provisions of paragraph b) of clause 7-1.03 of the agreement apply.

APPENDIX XIII**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 worked¹ on a weekly or annual basis for a period of one (1) to five (5) years. The proportion of the number of hours worked per week cannot be less than forty percent (40%) of the length of the regular workweek or less than a number of regular hours equal to forty (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 as well as the employee referred to in article 10-4.00 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.

¹ If an employee occupies a position of a cyclical or seasonal nature or works within the framework of article 10-4.00, the number of hours worked cannot be less than forty percent (40%) of the regular hours worked on an annual basis.

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 beginning of 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 beginning of 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 income 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.
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 board shall fill the number of hours not worked per week by the employee who is participating in the plan according to the provisions of clause 7-1.10 of the agreement.
16. Upon the expiry of the agreement, the employee shall be considered as having resigned and shall be pensioned off.
17. Except for the clauses in which he is specifically mentioned in this appendix, the other clauses also apply to the employee referred to in article 10-4.00, subject to the benefits mentioned in clause 10-4.02 of the agreement.

PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

_____ School Board

hereinafter called the board

AND

Surname: _____ Given Name: _____

Address: _____

hereinafter called the employee

SUBJECT: Progressive Retirement Plan

1. Period covered by the progressive retirement plan

This agreement comes into force on _____ and expires on _____.

The agreement can expire on another date under 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 worked¹ 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.

¹ If an employee occupies a position of a cyclical or seasonal nature or works within the framework of article 10-4.00, 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 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 XIV**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 modalities 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 four (4) days;
 - 30 hours over four (4) or five (5) days;
 - 31 and a half hours over four and a half (4 ½) days.
 - b) **Labour support staff**
 - 34 hours over four (4) days;
 - 35 hours over five (5) days;
 - 36 hours over four (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 leave related to maternity, paternity or adoption 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 XV**TRANSFER AND REASSIGNMENT NORMS**

The agreement concluded between the provincial negotiating parties on December 15, 1997 dealing with the norms and methods for the transfer and reassignment of support staff on July 1, 1998, under section 523.4 of the Education Act (R.S.Q., c. I-13.3), continues to apply as regards its residual effects, despite any provision to the contrary.

APPENDIX XVI

PROCEDURE FOR SETTLING GRIEVANCES AND ARBITRATION

- 1) The parties agree to set up a joint working committee dealing with the procedure for settling grievances and arbitration.
- 2) Notably, the committee has the mandate to find solutions aimed at improving the effectiveness of the procedure for settling grievances and arbitration, to reduce the costs and to increase the accountability of the local parties in this regard. For this purpose, the committee shall take into account the recommendations emanating from the annual report of the Greffe des tribunaux d'arbitrage du secteur de l'éducation for 1995-1996 and 1996-1997.
- 3) The committee shall establish its own rules of operation and shall set the schedule of its meetings.

APPENDIX XVII**FAMILY RESPONSIBILITIES**

The negotiating union group CEQ-CNTU-QFL, on the one hand, and the Government of Quebec represented by the Conseil du trésor, on the other hand, recognize herein the close relationship between family and work. In this respect, the parties agree to take into account family and work responsibilities in the organization of work.

For this purpose, the parties shall encourage the local, regional or sectorial parties, as the case may be, to strike a better balance between parental and family responsibilities and work-related responsibilities in determining the working conditions and their application.

APPENDIX XVIII

**INTEGRATION OF CERTAIN EMPLOYEES
ON THE DATE OF THE COMING INTO FORCE OF THE AGREEMENT**

- 1) The board shall forward to each employee in a class of employment found in the following table a classification notice assigning him the class of employment corresponding to the class of employment held on June 21, 2000.

The written notice shall be forwarded within sixty (60) days of the signing of the agreement by the provincial parties. A copy of the classification notice shall be forwarded to the union.

Class of employment held on the day preceding the date of the coming into force of the agreement	Class of employment assigned on the date of the coming into force of the agreement
Data Processing Technician	Data Processing Technician
Data Processing Operator, class I	Data Processing Operator, class I
Master Electrician	Electrician, principal class
Stationary Engineer, class I	Stationary Engineer
Stationary Engineer, class II	
Stationary Engineer, class III	
Stationary Engineer, class IV	
Light Vehicle Driver	Heavy Vehicle Driver
Driver of a minibus or vehicle the net weight of which exceeds 3 000 kg	

- 2) The board shall forward to an employee who, on the date of the signing of the agreement, holds the class of employment of data processing assistant, data processing assistant, principal class or data processing operator, class II, a classification notice assigning him a class of employment in keeping with the nature of the work and the characteristic functions which the employee was required to perform principally and customarily during the 1999-2000 school year. The class of employment assigned must be found in the Classification Plan in effect on May 3, 2000.

The employee who feels he should have been assigned another class of employment under the preceding paragraph may submit a grievance to this effect to the board within ninety (90) days of receiving the classification notice. The grievance may also deal with the step attributed. The union may submit, within the same time limit, a grievance on behalf of the employee concerned.

Notwithstanding any other provision, the grievance shall be referred, without any other formality, to the accelerated arbitration procedure described in article 9-3.00 and shall be heard by one of the arbitrators listed in clause 6-1.16.

In case of arbitration, the arbitrator shall determine the appropriate class of employment or the step to which the employee is entitled, including retroactive amounts, if any. The class of employment assigned must be found in the Classification Plan in effect on May 3, 2000.

- 3) The employee who performs principally and customarily the characteristic duties of the new class of employment of interpreter-technician shall receive a classification notice assigning him that class of employment.

The employee who feels that he should have been assigned the class of employment of interpreter-technician may submit a grievance according to the procedure prescribed in paragraph 2).

- 4) The upgrading of qualifications required by certain classes of employment cannot have the effect of assigning an employee a class of employment, a salary rate or a step different from the one held on the day preceding the date of the signing of the agreement.
- 5) The classification ensuing from the changes made to the Classification Plan shall come into force on the date of the signing of the agreement and cannot entail a demotion.
- 6) The salary rate of an employee who is a stationary engineer shall be based on the following table:

Class of employment held on the day preceding the date of the coming into force of the agreement	Remuneration attributed on the date of the coming into force of the agreement (salary rate)
Stationary Engineer	Stationary Engineer
Stationary Engineer, class I	Class I
Stationary Engineer, class II	Class II
Stationary Engineer, class III	Class III
Stationary Engineer, class IV	Class IV

- 7) The salary scales for the classes of employment of data processing technician and data processing operator, class I shall be maintained temporarily on the date of the signing of the agreement. These classes of employment will be discussed within the context of the letter of agreement in Appendix XXI.
- 8) Any movement of personnel carried out between the date on which the agreement is signed and the effective date on which employees are reclassified shall not be called into question.

APPENDIX XIX

REGIONAL OFFICES AND ENGLISH-LANGUAGE SCHOOL BOARDS

Regional offices	School boards
Région 01 Du Bas-Saint-Laurent et de la Gaspésie-Îles-de-la-Madeleine	Eastern Shores
Région 02 Du Saguenay-Lac-Saint-Jean	
Région 03 De la Capitale-Nationale et de la Chaudière-Appalaches	Central Québec ¹
Région 04 De la Mauricie et du Centre-du-Québec	
Région 05 De l'Estrie	Eastern Townships
Région 06.1 De Laval, des Laurentides et de Lanaudière	Sir Wilfrid Laurier
Région 06.2 De la Montérégie	New Frontiers Riverside
Région 06.3 De Montréal	English Montreal Lester B. Pearson
Région 07 De l'Outaouais	Western Québec
Région 08 De l'Abitibi-Témiscamingue et du Nord-du-Québec	
Région 09 De la Côte-Nord	

¹ Under paragraph j) of clause 7-3.13, the obligation imposed on a nontenured regular employee to accept an employment offer applies to the regional office covering the territory in which the building where he worked is situated.

APPENDIX XX**LETTER OF AGREEMENT CONCERNING THE REMUNERATION
OF DAY CARE SERVICE EMPLOYEES**

Considering that the duties and responsibilities of day care service positions have been enhanced significantly over the past few years, particularly following the inception of the reduced contribution program (\$5/day/child) in the school network and the addition of certain responsibilities;

Considering that the CPNCA has conducted a study to review the classification of the classes of employment of day care service attendant and person-in-charge of a day care service under the aegis of a school board;

Considering that the union party and the government agree on the duties of the class of employment of day care service educator and the duties and required qualifications of the class of employment of person-in-charge of a day care service;

Considering that the class of employment of day care service attendant is currently evaluated at rank 5 and that of person-in-charge of a day care service is evaluated at rank 8 according to the government pay relativity plan;

It is agreed that:

- 1) the hourly salary scales of a day care service attendant and a person-in-charge of a day care service under the aegis of a school board, in effect on December 31, 1998, shall be increased, effective January 1, 1999, by 1.5%. The salary scales are found in Appendix I;
- 2) as of January 1, 2000, the salary scale of rank 7 is attributed to the class of employment of day care service educator and the salary scale of rank 12 to the class of employment of person-in-charge of a day care service. The salary scales are found in Appendix I;
- 3) an employee who, on December 31, 1999, was classified as a day care service attendant shall be integrated with retroactive effect to January 1, 2000 into the class of employment of day care service educator.

An employee who, on December 31, 1999, was classified as a person-in-charge of a day care service under the aegis of a school board shall be integrated with retroactive effect to January 1, 2000 into the class of employment of person-in-charge of a day care service;

- 4) on January 1, 2000, employees shall be classified according to the more advantageous of the following formulas:
 - A) at the step held on December 31, 1999;
 - B) if the employee held the last step of his salary scale on December 31, 1999, he shall be assigned, on January 1, 2000, the step of his new class of employment corresponding to his years of experience recognized valid and directly relevant to the duties of the new class of employment;

- A1 5) the parties agree to introduce, on January 1, 2000, a split shift premium for employees whose working periods must be interrupted for intervals longer than the time prescribed for their meal period or more often than once a day. For this purpose, the following premium shall be paid in addition to the regular salary according to the following rates:

	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
Split shift premium (4284-4285)	\$3.00/day	\$3.08/day	\$3.16/day	\$3.22/day

- 6) the parties agree to pursue their work on the definition of the required qualifications for the class of employment of day care service educator and on the relative value of the two classes of employment within the context of Appendix XXI.

APPENDIX XXI

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

Considering the adoption of the Pay Equity Act;

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

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

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

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

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

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

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

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

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

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

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

The parties agree:

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

To this end, the working group must:

1. Job Categories

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

2. Evaluation Tools

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

Adjust, if necessary, the various evaluation tools.

3. Collection of Information

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

4. Job Evaluation and Pay Structure

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

5. Results and Recommendations

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

6. Method of Estimating Salary Disparities

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

7. Maintenance of Pay Equity

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

Schedule

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

Salary Adjustments

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

General Provisions

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

SCHEDULE I**School Boards**

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

Health and Social Services

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

1652	psycho-éducateur(trice)
1701	conseiller(ère) d'orientation professionnelle (T.R.) conseiller(ère) de la relation d'aide
1705	agent(e) de recherche socio-sanitaire (santé publique)
1901	infirmier(ère) bachelier(ère)
1903	infirmier(ère) bachelier(ère)
2101	technicien(ne) en administration
2205	technologue en radiodiagnostic
2207	technologue en radio-oncologie
2209	technologue en médecine nucléaire
2211	technologue spécialisé(e) en radiologie
2221	technologiste médical(e) (T.R.) technicien(ne) de laboratoire
2223	technologiste médical(e) ou diplômé(e) en technique médicale
2241	technicien(ne) en électro-encéphalographie
2243	inhalothérapeute (T.R.) technicien(ne) de la fonction respiratoire
2244	inhalothérapeute (T.R.) technicien(ne) de la fonction respiratoire
2260	audioprothésiste
2270	technicien(ne) en physiologie cardio-respiratoire
2271	cyto-technologiste
2286	technicien(ne) en électrophysiologie médicale
2367	technicien(ne) en génie bio-médical
2471	infirmier(ère)
2688	agent(e) d'intégration
2691	éducateur(trice)
2702	technicien(ne) en hygiène de travail
3223	préposé(e) en physiothérapie et/ou ergothérapie
3224	technicien(ne) classe « B »
3237	préposé(e) en électro-cardiographie
3241	préposé(e) aux soins des animaux
3243	aide de service
3249	commis à la pharmacie
3455	infirmier(ère) auxiliaire (T.R.) ou diplômé en service de la santé
3461	puériculteur(trice)
3463	garde-bébé
3471	moniteur(trice) en réadaptation (métier artisanal ou occupation thérapeutique)
3479	préposé(e) aux bénéficiaires
3481	préposé(e) à la stérilisation
3509	préposé(e) en résidence
3590	auxiliaire familial(e) et social(e)
3685	préposé(e) à l'unité et/ou au pavillon
3699	moniteur(trice) en loisirs
5102	commis d'unité (Pinel)
5103	commis senior à la comptabilité
5105	paie-maître
5119	opérateur(trice) de duplicateur offset
5121	préposé(e) en informatique
5129	commis
5135	préposé(e) à la reprographie
5145	secrétaire de direction
5147	secrétaire médical(e)
5151	dactylo
5159	téléphoniste
5161	réceptionniste
5165	messenger(ère)
5271	préposé(e) à l'admission
5275	préposé(e) à l'admission externe
5279	auxiliaire en archives
5280	préposé(e) aux dossiers médicaux
5283	préposé(e) à la bibliothèque
6302	pâtissier(ère)-boulangier(ère)
6309	aide en alimentation

6312 caissier(ère) à la cafétéria
6314 préposé(e) à la cafétéria
6317 technicien(ne) en alimentation
6318 auxiliaire en alimentation
6319 aide aux diètes
6321 préposé(e) à la buanderie
6325 presseur(euse)
6327 couturier(ère)
6332 préposé(e) à la lingerie
6333 préposé(e) à la calandre
6355 conducteur(trice) de véhicules lourds

Colleges

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

SCHEDULE II

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

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

APPENDIX XXII**JOB EVALUATIONS**

Considering that the Treasury Board, its employer-group partners and the QFL have been determining the relative value and ranking of titles or classes of employment in the public and parapublic sectors (Appendix XXII-A) by means of a system of evaluation using points and factors, the parties agree to continue their work on that basis.

Therefore:

1. The negotiating parties agree to set up, within sixty (60) days of the signing of this agreement, a joint working committee for all employment categories.
2. The committee's mandate shall be to:
 - A) establish the relative value of the newly created or modified titles or classes of employment;
 - B) submit to the negotiating parties its findings and recommendations concerning job evaluations, relative value, equity principles and, where applicable, the various possible solutions to the problems identified.
3. The committee shall meet, as needed, at the request of one of the parties when classes of employment are newly created or modified; it shall adopt the rules of procedure it deems useful for its smooth operation.
4. The positions concerned shall be evaluated and ranked in the appropriate ranking classes using the evaluation method agreed between the parties.
5. The union leaves of employees appointed to the committee shall be governed by section 1 of article 3-6.00 of the agreement (leaves without loss of salary or reimbursement by the union).
6. Discussions held within the context of this appendix do not constitute a revision of the agreement that could lead to a dispute as defined in the Labour Code.

APPENDIX XXII-A

RANKING OF TITLES AND CLASSES OF EMPLOYMENT

1. Titles or classes of employment found in section 2 shall be ranked by ranking groups.
2. Reference salary scales of ranking groups 1 to 15 are found section 3. These scales called "P-0 Salary Scales" are based on rates in effect on July 1, 1995. These scales are the reference scales for the purposes of pay equity.
3. The single salary rates or scales of the titles or classes of employment in which the maximum or single salary rates are higher than the maximum rates of the P-0 ranking cannot be used as a reference for the purposes of pay equity or salary ranking among the titles or classes of employment.

APPENDIX XXII-B

RANKING

SCHOOL BOARDS

Ranking group number 1

Guard
Maintenance Workman, class II
Maintenance Workman, class III
Office Assistant

Ranking group number 2

General Kitchen Helper

Ranking group number 3

Laundryman
Telephone Operator
Trades Helper

Ranking group number 4

Heavy Vehicle Driver's Assistant
Light Vehicle Driver
Night Caretaker (less than 9 275 m²)
Office Agent, class II
Storekeeper, class II

Ranking group number 5

Caretaker (less than 9 275 m²)
Day Care Service Attendant
Laboratory Attendant
Maintenance Workman, class I
Nursing Assistant (or those possessing a diploma
in health, assistance and nursing care)
Student Supervisor

Ranking group number 6

Attendant for Handicapped Students
Cook, class III
Gardener
Night Caretaker (9 275 m² or more)
Offset Duplicator Operator
Secretary
Stationary Engineer, class IV
Swimming Pool Supervisor

Ranking group number 7

Binder
Caretaker (9 275 m² or more)
Heavy Vehicle Driver
Locksmith
Office Agent, class I
Painter
Storekeeper, class I

Ranking group number 8

Cook, class II
Data Processing Operator, class I
Executive Secretary
Glazier-Installer-Mechanic
Mechanic, class II
Offset Duplicator Operator, principal class
Person-in-charge of a Day Care Service
School Secretary
Stationary Engineer, class III

Ranking group number 9

Buyer
Carpenter
Certified Maintenance Workman
Cook, class I
Office Agent, principal class
School Transportation Inspector
Stationary Engineer, class II
Storekeeper, principal class

Ranking group number 10

Cabinetmaker
Electrician
Master Pipe Mechanic
Mechanic, class I
Pipefitter
Specialized Shop Mechanic
Stationary Engineer, class I
Welder

Ranking group number 11

Chief Electrician
Data Processing Operator, principal class

Ranking group number 12

Administration Technician
Audiovisual Technician
Braille Technician
Documentation Technician
Graphic Arts Technician
Psychometry Technician
Recreational Activities Technician
School Transportation Technician

Ranking group number 13

Building Technician
Electronics Technician
Food Management Technician
Laboratory Technician
School Organization Technician
Social Work Technician
Special Education Technician
Vocational Training Technician

Ranking group number 14

Data Processing Technician

Ranking group number 15

Data Processing Technician, principal class
Nurse

APPENDIX XXII-C

**Reference Salary Scales
(July 1, 1995)**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
12.45	12.45	12.51	12.51	12.51	12.51	12.51	12.96	13.18	13.29	13.81	13.29	14.61	15.29	15.72
	12.81	12.81	12.81	12.81	12.89	12.95	13.37	13.57	13.71	14.22	13.81	15.07	15.81	16.26
		13.11	13.11	13.11	13.26	13.40	13.78	13.97	14.13	14.63	14.28	15.53	16.31	16.75
			13.41	13.41	13.67	13.86	14.19	14.40	14.55	15.07	14.80	16.02	16.85	17.26
				13.73	14.07	14.33	14.62	14.83	15.00	15.52	15.34	16.53	17.40	17.80
					14.48	14.83	15.07	15.27	15.46	15.99	15.89	17.03	17.96	18.34
						15.34	15.53	15.72	15.93	16.48	16.42	17.55	18.54	18.93
							16.02	16.19	16.40	16.97	17.08	18.11	19.16	19.51
								16.67	16.92	17.47	17.72	18.66	19.79	20.23
									17.43	17.99	18.37	19.25	20.43	20.96
										18.53	19.03	19.85	21.10	21.81
											19.73	20.46	21.79	22.84

NOTE Every salary scale and rate shall be increased, effective on January 1, 1997, by a percentage equal to 1% and, effective on January 1, 1998, by a percentage equal to 1%.

APPENDIX XXIII

**PARTICULAR WORKING CONDITIONS
OF THE LESTER B. PEARSON SCHOOL BOARD**

1) Loan and rental of rooms and halls

The existing local agreement between the Lester B. Pearson School Board and the union concerning the loan and rental of rooms and halls plan at the basic rate is renewed.

2) Leaves for personal business

For the term of the agreement, employees working for the Lester B. Pearson School Board shall continue to receive a maximum of three (3) days off per fiscal year for personal business under the conditions in effect at the board on the date of the coming into force of the agreement.

APPENDIX XXIV**PARTICULAR WORKING CONDITIONS
OF THE ENGLISH MONTREAL SCHOOL BOARD****1) Cleaning of boiler pipes**

Any caretaker of the English Montreal School Board who cleans boiler pipes shall be entitled to a premium of twenty dollars (\$20) each time he cleans the pipes. However, the premium shall be limited to an annual maximum amount of three hundred dollars (\$300).

In a year, an employee who receives the annual maximum amount of three hundred dollars (\$300) shall not, however, be exempt from cleaning the boiler pipes for the rest of the year.

2) Special premiums

- a) Every caretaker who holds a stationary engineer certificate, class IV or higher and whose function includes the operation, maintenance and verification of the heating system in a building of the English Montreal School Board where such certificate is required by law or regulation for the maintenance of a heating system shall be entitled, proportionately to the time actually worked, to an annual premium of three hundred and twelve dollars (\$312).

However, for the caretaker permanently assigned to one of these buildings, the accumulation of absences without salary of fewer than ten (10) working days shall not reduce the amount of the premium to which he is entitled under this article. However, the caretaker referred to in paragraph a) cannot receive an annual amount greater than three hundred and twelve dollars (\$312).

- b) Every caretaker who holds a stationary engineer certificate, class IV or higher but does not work in a building of the English Montreal School Board where such certificate is required shall continue to receive the annual premium that he received on the date of the coming into force of the agreement because he held such a certificate.
- c) The day caretaker or caretakers to whom the English Montreal School Board usually assigns the duties of day caretaker in a second school shall receive a monthly amount of twenty-seven dollars and seventy-five cents (\$27.75) for these duties.

3) Leaves for personal business

For the term of the agreement, employees working for the English Montreal School Board shall continue to receive a maximum of three (3) days off for personal business per fiscal year under the conditions in effect at the board on the date of the coming into force of the agreement.

4) Renewal of letter of agreement concerning the English Montreal School Board

The English Montreal School Board and the Union des employés et employées de service, section locale 800 agree to renew for the term of the agreement articles 1 to 18 of the agreement concerning working hours and vacation as modified on June 21, 2000.

APPENDIX XXV

**AGREEMENT CONCERNING THE LONG-TERM SALARY INSURANCE PLAN
CONCLUDED BETWEEN, ON THE ONE HAND, THE GOVERNMENT OF QUÉBEC
AND THE QUÉBEC FEDERATION OF LABOUR, ON THE OTHER HAND**

The parties agree:

The collective agreements and the Standard Life insurance policy shall be modified, if need be, to acknowledge this agreement.

1) Representatives

The government shall designate a representative to whom the union group may submit any problem encountered in the administration of the long-term salary insurance plan. The QFL (SCFP, UES-800, SEPB-57 and SQEES-298) shall also each appoint a person to represent the interests of the members of the plan.

2) Arbitrator-Physician

The third sentence of the arbitration clause (HSS 23.39, SB 5-3.38 and Colleges 7-14.40) is replaced by the following:

Should the parties disagree on the choice of an arbitrator-physician, he shall be chosen by the government and QFL representatives.

3) Local committee

The mandate of the local committee concerning persons on disability (HSS 23.49, SB 5-3.21 and Colleges 7-14.19A) is modified by adding the following mandate:

The local parity committee shall follow up the files of employees on disability leave for more than six (6) months by ensuring that the insurer receive the information it requires from the employer and the employee as of the eighteenth (18th) month of disability.

4) Coordination of benefits with the public plans and pension plan

As regards the coordination of benefits under the long-term salary insurance plan and those paid by the public plans (HSS 23.31, 2nd paragraph, SB 5-3.33, 1st paragraph, 2nd sentence and Colleges 7-14.32a, 2nd sentence), the collective agreement shall be modified in order to exclude the deferred annuity and retirement pension with actuarial reduction under the coordination mechanism. The agreement is modified as follows:

Moreover, the salary insurance plan benefits payable under paragraph (HSS 23.29d), SB 5-3.31A) iiiii) and Colleges 7-14.29d) shall be reduced by the initial amount, regardless of subsequent increases ensuing from indexation clauses, retirement pensions payable without actuarial reduction under the employee's pension plan.

5) Integration of benefits with the Régie des rentes du Québec (RRQ)

The insurance policy is modified so that:

- a) the integration of the salary insurance benefit for persons receiving a survivor's pension plan from the Régie des rentes du Québec shall be carried out solely on the basis of an actual supplement received when the RRQ disability pension has a retroactive effect and subsequently on the disability pension amount received from the RRQ;
- b) the pension of a child of a disabled person paid by the RRQ to the disabled employee shall not be integrated with the salary insurance benefit paid by the insurer under the long-term salary insurance plan.

6) Premiums not required of the employee

The collective agreements in the health and social services sector and the education sector provide:

- ...the premiums required under the long-term salary insurance plan shall not be paid by an employee (HSS 23.29 d);
- ...the premiums required under the long-term salary insurance plan shall not be paid by an employee (SB 5-3.31 A);
- ...the premiums required under the long-term salary insurance plan shall not be paid by an employee (Colleges 7-14.29).

This text constitutes a general statement in each of the sectors and the statement will be completed by adding: "*despite any provision to the contrary in the collective agreement for the employee eligible for the insurance plan.*"

Moreover, the government shall ensure that the long-term salary insurance plan be maintained without any cost to an employee on any type of leave without salary and a regular employee laid off temporarily (SB 7-2.00, Colleges 5-3.00) and an annual part-time employee in the college network. The necessary changes will be made to those articles of the collective agreements concerned.

7) Adjustments in the insurance policy

The adjustments in the insurance policy shall be agreed between the government and the insurer and the union group shall be so informed. These adjustments come into force on May 1, 2000 and also apply to the disability benefits paid at that time by the insurer. The other changes come into force on the date of the signing of the collective agreement.

8) Organizations

As regards the other organizations affiliated with the QFL and covered by this plan, the equivalent adjustments shall be made to the corresponding articles of their collective agreements.

APPENDIX XXVI**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 funds constitute the Fonds d'amortissement des régimes de retraite (FARR) as defined in the Financial Administration Act.
- 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.