

TABLE OF CONTENTS

CHAPTERS	TITLES	PAGE
1-0.00	OBJECTIVE OF THE AGREEMENT, DEFINITIONS, RESPECT FOR HUMAN RIGHTS AND FREEDOMS, SEXUAL HARASSMENT IN THE WORKPLACE AND EQUAL OPPORTUNITY	
	1-1.00 Objective of the Agreement	1
	1-2.00 Definitions	1
	1-3.00 Respect for Human Rights and Freedoms	7
	1-4.00 Sexual Harassment in the Workplace	7
	1-5.00 Equal Opportunity	8
2-0.00	FIELD OF APPLICATION AND RECOGNITION	
	2-1.00 Field of Application	9
	2-2.00 Recognition	12
3-0.00	UNION PREROGATIVES	
	3-1.00 Union Representation	13
	3-2.00 Joint Committee Meetings	14
	3-3.00 Union Releases	14
	3-4.00 Posting	16
	3-5.00 Union Meetings	16
	3-6.00 Union Dues	17
	3-7.00 Union System	17
	3-8.00 Documentation	18
4-0.00	LABOUR RELATIONS COMMITTEE, INFORMATION, PARTICIPATION IN THE GOVERNING BOARD AND PARTICIPATION IN THE ADVISORY COMMITTEES ON SERVICES FOR STUDENTS WITH HANDICAPS AND STUDENTS WITH SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES	
	4-1.00 Labour Relations Committee	20
	4-2.00 Information	20
	4-3.00 Participation in the Governing Board	21
	4-4.00 Participation in the Advisory Committees on Services for Students with Handicaps and Students with Social Maladjustments or Learning Disabilities	21
5-0.00	SOCIAL SECURITY	
	5-1.00 Special Leaves	22
	5-2.00 Paid Legal Holidays	24
	5-3.00 Life, Health and Salary Insurance Plans	25
	5-4.00 Parental Rights	37
	5-5.00 Participation in Public Affairs	48
	5-6.00 Vacation	49
	5-7.00 Professional Improvement	52
	5-8.00 Civil Responsibility	54
	5-9.00 Leaves Without Salary	55
	5-10.00 Leave with Deferred Salary	56

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

1-1.00 OBJECTIVE OF THE AGREEMENT

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

1-2.00 DEFINITIONS

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

1-2.01 QESBA

Quebec English School Boards Association.

1-2.02 Seniority

Seniority as 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 Regular Work Year

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

1-2.05 Provincial Relocation Bureau

Placement bureau composed of the QESBA and the Ministère.

1-2.06 Centrale

The Centrale de l'enseignement du Québec (CEQ).

1-2.07 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 in accordance with clause 6-1.13.

1-2.08 Classification

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

1-2.09 Board

The school board bound by the agreement.

1-2.10 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.

1-2.11 Agreement

This collective agreement.

1-2.12 CPNCA

The Management Negotiating Committee for English-language School Boards 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).

1-2.13 Regional Office

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

1-2.14 Grievance

Any disagreement regarding the interpretation or application of the agreement.

1-2.15 Disagreement

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

1-2.16 Ministère

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

1-2.17 Transfer

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

1-2.18 Provincial Negotiating Parties

A) Employer group: The Management Negotiating Committee for English-language School Boards (CPNCA)

B) Union group: The Centrale de l'enseignement du Québec (CEQ) represented by its bargaining agent, the Fédération du personnel de soutien scolaire (FPSS)

1-2.19 Probation Period

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

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

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

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

1-2.20 Classification Plan

The Classification Plan prepared by the CPNCA after consultation with the provincial negotiating union group for the categories of technical and paratechnical support, administrative support and labour support positions, May 3, 2000 edition, including any change or new class which could be added during the term of the agreement.

1-2.21 Position

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

Subject to article 7-3.00, every employee who holds a position except for temporary employees and employees referred to in Chapter 10-0.00 who do not hold positions.

The preceding paragraph applies to employees referred to in Chapter 10-0.00, subject to clauses 10-2.02 and 10-3.02.

1-2.22 Day Care Service Position

Position in the class of employment of person-in-charge of a day care service or day care service educator in which the weekly working hours exceed fifteen (15) hours.

For the purposes of the definitions, the regular workweek of a day care service position shall be thirty-five (35) hours.

1-2.23 Special Education Position

Position in one of the following classes of employment:

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

1-2.24 Full-time Position

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

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

1-2.25 Part-time Position

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

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

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

1-2.26 Specific Position

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

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

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

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

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

1-2.27 Periodic Position

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

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

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

1-2.28 Promotion

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

1-2.29 Demotion

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

1-2.30 Employee

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

1-2.31 Probationary Employee

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

1-2.32 Tenured Employee

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

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

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

1-2.33 Regular Employee

- A) An employee who has completed the probation period provided for in clause 1-2.19.
- B) An employee who, in the service of the board or boards (institutions) to which this board is the successor, had acquired the status of regular employee or the equivalent.

1-2.34 Temporary Employee

- A) An employee who is hired as such to perform particular work in the event of a temporary increase in workload or an unforeseen event for a maximum period of four (4) months, unless there is a written agreement with the union to the contrary.
- B) A substitute employee defined in clause 1-2.35.
- C) An employee hired as such to occupy a permanently vacant or newly created position between the time the position is vacated and the time when it is filled permanently.
- D) A temporary employee hired as such to occupy a specific position.

1-2.35 Substitute Employee

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

1-2.36 Education Sector

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

1-2.37 Public and Parapublic Sectors

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

1-2.38 Active Service

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

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

1-2.39 Union

The union bound by the agreement.

1-2.40 Salary

The amount paid to an employee in accordance with the provisions of articles 6-1.00, 6-2.00 and 6-3.00 excluding all lump sums except those provided for in clauses 6-2.13, 6-2.15, 6-2.16 and 7-3.18.

1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS

1-3.01 The board and the union recognize every employee's right to exercise, in complete equality, the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., c. C-12).

The board expressly agrees to respect in its actions, attitudes and decisions, the practice, in full equality, of all employees' rights and freedoms without distinction, exclusion or preference which could lead to discrimination within the meaning of the Charter mentioned in the preceding paragraph.

1-3.02 There shall be no threat, constraint or reprisal against an employee because of the exercise of a right that is granted to him or her under the agreement or by law.

1-4.00 SEXUAL HARASSMENT IN THE WORKPLACE

1-4.01 Sexual harassment in the workplace is defined as imposed or unwanted sexual advances compromising a right recognized by the agreement.

1-4.02 Employees shall have the right to work in an environment free from sexual harassment; to this end, the board shall take reasonable measures in order to promote a working environment free from sexual harassment and to stop any sexual harassment brought to its attention.

1-4.03 The employee who claims to have been sexually harassed may contact a board representative in order to try to find a solution to his or her problem; during any meeting with the employer in the context of this clause, a union representative may accompany the employee, if the latter so desires.

1-4.04 Any grievance dealing with sexual harassment in the workplace shall be submitted to the board by the plaintiff or the union, with the plaintiff's consent, according to the procedure provided for in article 9-1.00; however, if the employee availed himself or herself of clause 1-4.05, the meeting provided for in paragraph A) of clause 9-1.03 shall not take place.

1-4.05 At the plaintiff's written request, the board and the union shall set up an ad hoc committee comprised of one member designated by each party.

1-4.06 The committee's mandate shall be to study and discuss the grievance and to recommend, where applicable, the measures it deems appropriate.

The committee shall submit its report within thirty (30) days of the date on which the request for its establishment was made.

1-4.07 The names of persons involved and the circumstances surrounding the grievance must be treated in a confidential manner, particularly by the board and the members of the committee, except if such information is required for the application of a measure taken by virtue of the agreement.

1-4.08 Should a recommendation be deemed unsatisfactory, the plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure provided for in article 9-2.00. If a committee was set up, the grievance shall be referred to arbitration within the forty-five (45) days of the committee's report.

1-4.09 A grievance dealing with sexual harassment shall be given hearing priority.

1-5.00 **EQUAL OPPORTUNITY**

1-5.01 The board which undertakes to implement an equal opportunity program shall consult the union through the Labour Relations Committee.

1-5.02 The consultation shall focus on the following:

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

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

B) The diagnostic analysis, if necessary.

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

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

1-5.03 During the consultation period provided for in clause 1-5.02, the board shall transmit all pertinent information within a reasonable time limit.

1-5.04 In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the agreement must be the subject of a written agreement in accordance with clause 2-2.03.

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 who are covered by the certificate of 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 or her employment terminates; in these cases, the board shall give the employee a notice of at least fourteen (14) days.

B) Temporary Employees

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

1-1.00	Objective of the Agreement
1-2.00	The following definitions applicable to an employee's status: 1-2.01, 1-2.03, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.20, 1-2.21, 1-2.22, 1-2.23, 1-2.26, 1-2.30, 1-2.34, 1-2.35, 1-2.36, 1-2.37, 1-2.39, 1-2.40
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Sexual Harassment in the Workplace
2-2.00	Recognition
3-4.00	Posting
3-5.00	Union Meetings
3-6.00	Union Dues
3-7.00	Union System
3-8.00	Documentation
4-1.00	Labour Relations Committee
4-2.00	Information
5-2.00	Paid Legal Holidays (provided that he or she has worked ten (10) days since his or her hiring prior to the paid legal holiday)
5-8.00	Civil Responsibility
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Premiums
6-5.00	Travel Expenses
6-6.00	Payment of Salary
6-7.00	Verification of Furnaces
6-8.00	Regional Disparities: only clauses 6-8.01, 6-8.02, 6-8.03, 6-8.04 and 6-8.14 apply
6-9.00	Loan and Rental of Halls
7-1.03 G) 2)	Procedure for Filling a Permanently Vacant or Newly Created Position
7-1.11	Second paragraph
7-1.22	Procedure for Filling a Temporarily Vacant Position
7-1.23	Increase in Workload
7-1.24	Procedure for Filling a Specific Position
7-1.29 to	Priority of Employment List
7-1.35	
8-2.00	Workweek and Working Hours
8-3.00	Overtime

8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
10-1.00	Employees Working within the Framework of Adult Education Courses
11-2.00	Local Arrangements
11-3.00	Printing and Translation
11-4.00	Coming into Force of the Agreement
11-5.00	Appendices
11-6.00	Interpretation of Texts
Appendix I	Hourly Salary Scales and Rates

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

3-3.00	Union Releases: only clauses 3-3.03, 3-3.04, 3-3.05, 3-3.06, 3-3.07 and 3-3.08 apply
5-1.00	Special Leaves
5-3.00	Life, Health and Salary Insurance Plans with the exception of paragraph B) of clause 5-3.32
5-4.00	Parental Rights (according to the terms and conditions provided for in Appendix IV of the agreement)
5-6.00	Vacation
5-7.02 A)	Organizational Professional Improvement
5-7.02 B)	Functional Professional Improvement
7-4.00	Work Accidents and Occupational Diseases with the exception of paragraphs C) and D) of clause 7-4.03 and clauses 7-4.14 to 7-4.24 inclusively
Appendix V	Parental Rights and Supplementary Employment Insurance Benefits Plan

- c) A temporary employee whose period of employment exceeds the period determined in paragraph A) of clause 1-2.34 or, where applicable, exceeds the period agreed to with the union in the context of paragraph A) shall obtain regular employee status.
- d) The board may hire a substitute employee to replace an absent employee for the duration of the absence; the substitute employee shall be dismissed upon the return of the employee whom he or she replaced or if the position becomes permanently vacant or is abolished.
- e) The fact that a temporary employee does not hold a position shall not exempt him or her from the application of paragraph C) of this clause when he or she is required to hold a part-time position.

¹ Saturdays, Sundays, paid legal holidays, pedagogical days and summer shutdowns provided for in paragraph A) of clause 5-6.04, the period of cyclical slowdown of activities and any interruption of five (5) working days or less do not constitute a work interruption.

However, an employee not entitled to the following provisions, a single interruption of five (5) days or less may be counted to be entitled thereto.

- f) If a substitute employee obtains, within the framework of article 7-1.00, the position of the employee he or she replaced without any interruption between the time of the replacement and the time when the position became permanently vacant, the probation period to become a regular employee shall be reduced by half if the time worked during the replacement period in the position is equal to at least fifty percent (50%) of the probation period referred to in clause 1-2.19.
- g) A temporary employee shall also be entitled to the grievance and arbitration procedure, if he or she feels wronged with respect to the rights to which he or she is entitled under paragraph B).

C) Employees in a Part-time Position

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

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

D) Employees Working Within the Framework of Adult Education Courses

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

E) Cafeteria Employees and Student Supervisors Working 10 Hours or Less Per Week

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

F) Employees Working in a Day Care Service or Regular Employees Having Already Worked in a Day Care Service

Employees occupying a day care service position or regular employees who already occupied a day care service position shall be covered by the agreement, except the following clauses and articles:

- paragraph A) of clause 1-2.34: increase in workload
- clause 6-4.02: night and evening shift premiums
- article 8-2.00: workweek and working hours except clauses 8-2.04 to 8-2.06
- article 8-3.00: overtime

G) Employees Working 15 Hours or Less Per Week in a Day Care Service Under the Aegis of a School Board Except Employees Who Have Regular Employee Status and Are Still Covered by the Preceding Paragraph F)

Employees shall be entitled only to article 10-3.00 of the agreement.

2-1.02 Subject to the use of the services of a surplus employee or support staff member, a person who receives a salary from the board and to whom the agreement does not apply shall not normally perform the work of an employee governed by the agreement.

2-1.03 The use of the services of a person who does not receive any salary from the board cannot have the effect of reducing the number of hours or the abolition of a position held by a regular employee.

2-2.00 RECOGNITION

2-2.01 The board recognizes the certified union as the only representative and agent of the employees covered by the agreement regarding the application of matters relating to working conditions.

2-2.02 The board and the union recognize the provincial negotiating parties' right to deal with questions relating to the 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 the sixty (60) days of the request.

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

2-2.03 The provincial negotiating parties may meet occasionally in order to discuss any question relating to the employees' working conditions. Any written agreement between the parties may have the effect of modifying or adding to this agreement.

2-2.04 The provincial negotiating parties may meet occasionally to interpret the provisions of this agreement. These interpretations, as long as they are recorded and duly signed, shall bind not only the parties to this agreement but also every arbitrator as well as the board and the union.

2-2.05 The provisions of this article must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code (R.S.Q., c. C-27).

2-2.06 Following the date of the coming into force of the agreement, any individual agreement between an employee and the board regarding working conditions different from the ones provided for in the agreement must receive the union's approval in writing in order to be valid.

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

3-1.01 The union may appoint one employee per building as union delegate whose duties consist in meeting with any employee of the said building who has a problem regarding his or her working conditions which may give rise to a grievance.

3-1.02 For this reason, the employee and the union delegate may temporarily interrupt their work, without loss of salary including applicable premiums, if any, or reimbursement, after having obtained permission from their immediate superiors and indicating the probable duration of their absence. Permission cannot be refused without a valid reason.

3-1.03 However, in the case where, in a building, there are three (3) or fewer employees in a bargaining unit, the union may appoint one delegate for a group of employees included in its jurisdiction, which must not exceed a 1.6-kilometre radius.

3-1.04 The union may appoint a substitute for each delegate if the latter is absent or is unable to act.

Union Representative

3-1.05 The union may appoint, on behalf of all employees members of the union, a maximum of three (3) union representatives, employees of the board.

3-1.06 The duties of a union representative consist in assisting an employee, once a grievance has been formulated, to obtain, where applicable, the information necessary for the meeting provided for in paragraph A) of clause 9-1.03, to represent an employee at this meeting and to represent all employees at the Labour Relations Committee.

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

3-1.07 Except when attending meetings of the Labour Relations Committee or the meeting provided for in paragraph A) of clause 9-1.03, only one union representative at a time may, in the performance of his or her duties, temporarily interrupt his or her work for a limited time, without loss of salary including applicable premiums, if any, or reimbursement, after having obtained permission from his or her immediate superior. Permission cannot be refused without a valid reason.

3-1.08 The union representative may also be absent from work without loss of salary including applicable premiums, if any, or reimbursement, if he or she is required to meet with the board representative in order to see to the application of clause 9-1.01, after having informed his or her immediate superior of the name of the representative with whom he or she is to meet.

3-1.09 The union shall provide the board with the name and the area of activities of each union delegate, substitute and representative within fifteen (15) days of their appointment and shall also inform it of any change.

3-1.10 Union representatives may be accompanied by a union adviser to a meeting provided for in paragraph A) of clause 9-1.03 or to meetings of the Labour Relations Committee. The board or its representative must be advised of the presence of the union adviser prior to the meeting.

3-2.00 JOINT COMMITTEE MEETINGS

3-2.01 Any union representative appointed to a joint committee provided for in the agreement may be absent from work without loss of salary including applicable premiums, if any, or reimbursement in order to attend the meetings of the committee or to carry out work required by the parties.

3-2.02 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 meetings of the committee or to carry out work required by the parties.

3-2.03 The expenses incurred by the union representative appointed to a joint committee shall be reimbursed by the party he or she represents, unless otherwise provided. Therefore, he or she shall not be entitled to any additional remuneration.

3-2.04 The union representative must inform his or her immediate superior in advance of the name of the committee on which he or she is requested to sit or to carry out work required by the parties to the committee and of the anticipated duration of his or her absence.

3-2.05 The meetings of the joint committee shall normally be held during working hours at times agreed to by the parties on the committee.

3-3.00 UNION RELEASES

3-3.01 At the union's written request, sent at least fifteen (15) days in advance, the board shall release an employee for full-time union activities for an uninterrupted period varying between one (1) and twelve (12) months, renewable according to the same procedure.

At the union's written request, sent at least fifteen (15) days in advance, the board shall release an employee for union activities on a part-time basis for an uninterrupted period from one (1) to twelve (12) months, subject to the terms and conditions to be agreed upon in writing between the board and the union.

3-3.02 The employee or the union must notify the board at least fifteen (15) days before an employee's return to work and the latter shall be reinstated in the position held on his or her departure, subject to the provisions of article 7-3.00. If a twelve (12)-month release is extended, subject to the provisions of article 7-3.00, the employee shall be reinstated in his or her position, if it is still available or in an equivalent position.

If the position held by the released employee before his or her departure is affected by a reduction in staff, the provisions of article 7-3.00 apply to the released employee at the time when his or her position is affected.

3-3.03 At the union's written request, sent at least forty-eight (48) hours before the date of the beginning of the absence, the board shall release an employee for internal union activities. However, if the employee has already been released for twenty (20) working days for the current fiscal year, the board shall grant one day of absence per week or the equivalent if the needs of the department so permit.

3-3.04 At the union's written request, sent at least forty-eight (48) hours before the beginning of their absence, the board shall release the official delegates designated by the union to attend various official meetings of their organizations.

The releases granted under this clause shall not be deductible from the twenty (20) days provided for in clause 3-3.03.

3-3.05 In the case of absences granted under this article, the employees' salary and fringe benefits shall be maintained. The union shall reimburse the board for the salary in all cases and the salary and cost to the board of the fringe benefits in the case of an employee released under clause 3-3.01.

3-3.06 The reimbursement provided for in clause 3-3.05 shall be made within thirty (30) days after the board forwards to the union a quarterly statement indicating the names of the absent employees, the duration of their absence and the amounts owing.

3-3.07 The employee thus released shall maintain the rights and privileges conferred on him or her by the agreement.

3-3.08 Notwithstanding clause 3-3.05, the union representative accompanied by the plaintiff shall be released from their work to attend arbitration sessions; as well, witnesses shall be released from their work for the time deemed necessary by the arbitrator. In the case of a collective grievance, only one plaintiff shall be released.

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

3-3.09 In the case where the provincial negotiating parties meet within the framework of clauses 2-2.02, 2-2.03, 2-2.04, 6-1.13 and 6-1.14, the employees designated by the provincial negotiating union party, the number of which shall be agreed upon between the provincial negotiating parties, shall be released without loss of salary or reimbursement to attend these meetings.

3-3.10 The provincial negotiating parties shall set up a committee six (6) months before the date prescribed by law for the beginning of negotiations. The role of the committee shall be to study and establish the terms and conditions for the leave of absence, salary and reimbursement, if need be, of the authorized union agents to prepare and negotiate the next collective agreement.

3-4.00 POSTING

3-4.01 The board shall place bulletin boards at the disposal of the unions in prominent locations in its buildings, usually those or near those used by the board for its own documents or near the employees' entrance and exit areas.

3-4.02 The union may use these bulletin boards to post a notice of a meeting or any other document issued by the union provided that it is signed by a union representative and that a certified true copy is given to the person designated by the board.

3-4.03 The union may distribute any document of a union or professional nature to each employee in the workplace but outside of the working hours during which each of these employees performs his or her work.

The union may place any document of a union or professional nature in the employees' mailboxes, if available.

The union may use the internal mail service set up by the board as long as such service is already at the disposal of the union on the date of the signing of the agreement. If this is not the case, the board and the union may, nevertheless, agree on terms and conditions regarding the use of the internal mail service, if any, the foregoing in accordance with the provisions of article 11-2.00.

3-5.00 UNION MEETINGS

3-5.01 All union meetings must be held outside the regular working hours of the group of employees concerned.

3-5.02 With the consent of the board or its designated representative, an employee who must usually work during a meeting of his or her union may be absent from work to attend the meeting provided that he or she make up the hours during which he or she was absent in addition to the number of hours of his or her regular workweek or regular workday or outside the hours provided for in his or her work schedule. The employee shall not be entitled to any additional remuneration on this account.

3-5.03 Moreover, when, at the request of the board or the competent authority mandated by it or with its express approval, a union meeting involving employees is held during working hours, the employees may attend the meeting without loss of salary, including applicable premiums, if any, or reimbursement for the duration of the meeting.

3-5.04 At the union's written request, the board shall provide free of charge, if available, a suitable room in one of its buildings for the union meetings of the members of the bargaining unit. The board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the room used is left in the condition in which it was found.

3-5.05 The board which already provides a room for a union secretariat shall continue to do so under the same conditions. However, these conditions may be modified by the board after consultation with the union.

In other cases, the board shall provide the union with a room, if available, for a secretariat according to the terms and conditions to be agreed by the board and the union.

The use of such a room may be withdrawn for administrative or pedagogical needs provided that the board give the union a fifteen (15)-working day notice. In this case, the board shall provide another available room, if any, according to the terms and conditions to be agreed by the board and the union, which must not be more onerous in general to the union than those in force prior to the withdrawal of the room.

3-6.00 UNION DUES

3-6.01 An amount equal to the dues established by union regulation or resolution shall be deducted at each pay period. In the case of an employee hired after the date of the signing of the agreement, the board shall deduct the said dues as well as the membership fee, if need be, as of the first pay period.

3-6.02 Any change in the union dues shall take effect no later than thirty (30) days after the board receives a copy of a regulation or resolution to this effect. The change in the dues may occur twice in the same fiscal year. Any other change must first be agreed upon by the union and the board.

3-6.03 The board shall deduct from the employee's salary an amount equal to the special dues set by the union provided that it has received an advance notice of at least sixty (60) days. The terms and conditions for the deduction of these dues must first be agreed upon by the union and the board.

3-6.04 Each month, the board shall forward to the union or a representative designated by it, the dues collected during the preceding month as well as the list of the contributing employees' names and the amount paid by each. In the case where a board provides the list of names in alphabetical order or forwards the dues more frequently, it shall continue to do so. The board and the union may agree that the board provide other information pertaining to the transfer of dues.

3-6.05 The union shall assume the case of the board and shall indemnify it against any claim that could be made by one or more employees regarding the membership fees and union dues or their equivalent deducted from their salary under this article.

3-7.00 UNION SYSTEM

3-7.01 Employees who are members of the union on the date of the signing of the agreement and those who become members thereafter must so remain, subject to clause 3-7.03.

3-7.02 Any employee who is hired after the date of the signing of the agreement must become a member of the union, subject to clause 3-7.03.

3-7.03 The fact that an employee is refused, expelled or resigns from the union shall in no way affect his or her employment ties with the board.

- 3-7.04** For the purpose of applying this article, the board shall give to the employee who is hired after the date of the signing of the agreement an application form for membership in the union and the form for the authorization for the deduction of membership fees, if need be, in accordance with the aforementioned union system provisions. An employee shall complete the forms and the board shall return them to the union within fifteen (15) days of his or her hiring. The union shall provide the board with the said forms.
- 3-8.00** **DOCUMENTATION**
- 3-8.01** In addition to the documentation that must be provided according to the other provisions of the agreement, the board and the union shall provide the documentation specified in this article.
- 3-8.02** No later than October 31 of each year, the board shall provide the union with the complete list of employees in alphabetical order to whom the agreement applies and shall indicate for each: his or her surname and given name, status (probationary, regular, tenured or temporary), position held, class of employment and salary, where applicable, date of birth, home address, telephone number and social insurance number, the foregoing as brought to the board's attention as well as any other information previously furnished.
- 3-8.03** The board shall provide the following information monthly:
- A) the names of new employees, including temporary employees, the date on which they were hired and the information specified in clause 3-8.02;
 - B) the names of employees leaving the employment of the board and the termination date;
 - C) the names of employees who changed positions, the title of the new position, the date on which the change took place and the salary;
 - D) the changes of address and telephone number of employees brought to its attention;
 - E) any other information not provided for in this article but which the board and the union agree to add.
- 3-8.04** At the same time, the board shall forward to the union a copy of all the directives dealing with the application of the agreement and addressed directly or through the immediate superior to an employee, a group of employees or to all the employees.
- 3-8.05** The board shall forward to the union a copy of all regulations or resolutions, within fifteen (15) days of their adoption, concerning an employee, a group of employees or all the employees to whom the agreement applies.
- 3-8.06** The union shall provide the board with the names of its representatives within fifteen (15) days of their appointment as well as their job titles, the name of the committee provided for in the agreement or set up by virtue of the agreement on which they sit, where applicable, and their address for official union correspondence, and shall advise the board of any change.

- 3-8.07** The board shall forward to the union the names of the employees who obtain a leave of absence without salary of more than one month or a leave provided for in article 5-4.00 and shall indicate the anticipated duration of the absence. The union shall be notified of any extension.
- 3-8.08** Within sixty (60) days of the date of the signing of the agreement, the board shall forward to the union, for information purposes, a copy of every management policy or regulation concerning the personnel covered by the agreement. The board shall subsequently forward regular updates of these documents.
- 3-8.09** The board recognizes for the union all the rights of a taxpayer as regards the obtaining of minutes and the consultation of the minute book of the board.

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

4-1.00 LABOUR RELATIONS COMMITTEE

4-1.01 Within thirty (30) days of the written request of the board or union, the parties shall form an advisory committee called the "Labour Relations Committee".

4-1.02 The committee shall have equal representation and shall be composed of a maximum of three (3) union representatives and three (3) board representatives. The fact that a party on the committee designates fewer than three (3) representatives shall not limit the number of representatives to which the other party is entitled by virtue of this clause, it being specified that each party shall have only one vote.

4-1.03 The committee shall establish its rules of procedure and shall determine the frequency of its meetings.

4-1.04 The committee shall study, at the request of either party, any question relating to the employees' working conditions and any other matter specifically referred to it under the terms of the agreement.

The committee may submit recommendations to the board on matters within its competence. A copy of every recommendation shall be forwarded to the union at the same time.

4-1.05 At a subsequent meeting of the Labour Relations Committee, the union representatives may ask the board representatives to explain a decision of the board regarding a subject which was previously discussed by the Labour Relations Committee and any other decision concerning or affecting the employees covered by the agreement.

4-2.00 INFORMATION

4-2.01 At least once every fiscal year, the board shall convene its employees to an information meeting concerning the policies and major objectives which concern them; this meeting shall normally be organized by department, building, school, adult education centre or vocational training centre during working hours at a time determined by the board. If among the employees present at the meeting there is no union delegate or representative, the employee acting as a delegate for the school, department or building concerned in accordance with clause 3-1.01 or 3-1.03 may attend without loss of salary including applicable premiums, if any, or reimbursement; if the union delegate or his or her substitute is unable to act or is absent, a union representative may attend the meeting without loss of salary including applicable premiums, if any, or reimbursement.

4-2.02 Within sixty (60) days of the date of the signing of the agreement, the board shall send the union a copy of the organization chart in effect.

4-3.00 PARTICIPATION IN THE GOVERNING BOARD

4-3.01 During the month of September each year, the members of the support staff of a school shall meet to elect a representative to the governing board. The representative may be a day care service employee.

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

4-3.02 Every two (2) years, the members of the support staff of an adult education centre or a vocational training centre shall meet to elect a representative to the governing board.

4-3.03 The meeting must be held during a working day.

4-3.04 The representatives elected in accordance with this article may be absent from work without loss of salary, including applicable premiums, if any, or reimbursement to attend the meetings of the governing board.

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

4-4.01 The union shall appoint, from among the employees concerned, a representative to the advisory committee on services for students with handicaps and students with social maladjustments or learning disabilities provided for in section 185 of the Education Act (R.S.Q., c. I-13.3).

4-4.02 The employee concerned shall participate in the meetings of the ad hoc committee set up by the school principal in order to ensure that each case is studied or that the progress of a student with handicaps or social maladjustments or learning disabilities is followed.

4-4.03 In the cases provided for in the preceding clauses, the employee may be absent from work without loss of salary, including applicable premiums, or reimbursement in order to participate in committee meetings.

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

5-1.01 The board shall permit an employee to be absent from work without loss of salary on the following occasions:

- A) his or her marriage: a maximum of seven (7) consecutive days, working days or not, including the day of the event;
- B) the marriage of his or her father, mother, son, daughter, brother, sister: the day of the event;
- C) the death of his or her spouse, of his or her child, his or her spouse's child living with the employee: seven (7) consecutive days, working days or not, including the day of the funeral;
- D) the death of his or her father, mother, brother, sister: a maximum of five (5) consecutive days, working days or not, including the day of the funeral;
- E) the death of his or her father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter, grandson: a maximum of three (3) consecutive days, working days or not, including the day of the funeral;
- F) the change of domicile: the moving day; however, an employee shall not be entitled to more than one day off per year for this purpose;
- G) a maximum of three (3) working days per year to cover 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 to grant permission for absence without loss of salary.

In the cases provided for in the preceding paragraphs C), D) and E), the obligation that the leave include the day of the funeral shall not apply if the employee is unable to leave his or her place of assignment due to the lack of transportation. In this case, the employee shall leave his or her place of assignment as soon as transportation becomes available and the leave shall begin as of the date of the employee's departure from his or her place of assignment.

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

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

5-1.02 The employee shall only be entitled to a special leave, without loss of salary, in the cases referred to in paragraphs C), D) and E) of clause 5-1.01 if he or she attends the funeral; if the funeral takes place at a distance of more than two hundred and forty (240) kilometres from the employee's domicile, the latter shall be entitled to one additional day or to two (2) additional days if the funeral takes place at a distance of more than four hundred and eighty (480) kilometres from his or her domicile.

Moreover, as regards the regions for which the premiums for regional disparities prescribed in article 6-8.00 are payable and the territory included between Tadoussac and the Moisie River, if it is necessary to cross the river, the union and the board may agree on an additional number of days.

5-1.03 In all cases, the employee must notify his or her immediate superior and produce, upon written request, the proof or the attestation of these facts whenever possible.

5-1.04 The employee who is called to act as a juror or as a witness in a case where he or she is not a party shall benefit from a leave of absence without loss of salary. However, he or she must give the board, when he or she receives it, the monetary compensation paid to him or her for services as a juror or a witness.

5-1.05 Furthermore, the board shall, when requested, allow an employee to be absent without loss of salary during the time when:

- A) the employee sits for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- B) the employee, by order of the public health department, is placed in quarantine in his or her dwelling as a result of a contagious disease affecting a person living in the same dwelling;
- C) the employee, at the specific request of the board, undergoes a medical examination in addition to that required in accordance with the law.

5-1.06 The board may also allow an employee to be absent without loss of salary for any other reason not provided for in this article and which it deems valid.

5-1.07 Within forty-five (45) days of the date of the signing of the agreement, the board shall establish, after consulting the union, a policy applicable to all categories of personnel concerning the closing of buildings during inclement weather.

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

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

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

5-2.00 PAID LEGAL HOLIDAYS

5-2.01 The employees shall be entitled, without loss of salary, to thirteen (13) guaranteed paid legal holidays, during each fiscal year.

The employee who holds a part-time position shall be entitled to these paid legal holidays in proportion to his or her regular workweek as compared to the length of the regular workweek of a full-time employee in the same category of employment. The board and the union may agree on the terms and conditions for the application of this paragraph.

5-2.02 These paid legal holidays are listed hereinafter:

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

However, before July 1 of every year, after agreement with the union or with the group of unions concerned (support personnel), the distribution of these paid legal holidays, with the exception of those prescribed by law which must be taken on the said date, may be modified to allow a shutdown between Christmas and New Year's Day. This change must take into account the school calendar and the categories of personnel involved.

5-2.03 If such a paid legal holiday falls on a Saturday or Sunday, the day off shall be rescheduled, after consulting the union, for the preceding or following working day.

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 of the paid legal holidays falls during an employee's vacation period, the latter shall be extended for an equal duration.

5-2.05 In the case where the former collective agreement or a regulation or resolution of the board in effect in 1975-1976 or in the case where a regulation or resolution of the board in effect on the date of the signing of the agreement, if it is a first agreement, provided for a paid legal holiday plan, the application of which for any of the school years of the agreement would have allowed a number of paid legal holidays greater than that provided for annually in the first paragraph of clause 5-2.01, then the number of paid legal holidays provided for in the first paragraph of clause 5-2.01 shall be increased for all the employees covered by the agreement and to whom clause 5-2.01 applies, for the year concerned, by taking the difference between the number of paid legal holidays obtained as a result of the application of the former plan for the year concerned and that provided for in the first paragraph of clause 5-2.01.

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

5-2.06 If there is a paid legal holiday during an employee's period of disability, he or she shall be entitled, in addition to his or her disability benefit, to the difference between his or her full salary and the benefit for this paid legal holiday.

5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS

General Provisions

5-3.01 The following shall be eligible to participate in the life, health and salary insurance plans as of the prescribed date and until the date of the beginning of his or her retirement, subject to the transitory measures provided for in Appendix XXII:

- A) any employee who holds a full-time position, as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service at the board; the board shall pay its full contribution for this employee;
- B) any employee who holds a part-time position, as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service at the board; in this case, the board shall pay half of the contribution which would be payable for an employee referred to in paragraph A) above, the employee paying the remainder of the board's contribution in addition to his or her own contribution;
- C) the temporary employee who has worked for at least six (6) months since his or her hiring.

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

5-3.02 For the purpose of this article, the word "dependent" means the employee's spouse or dependent child. Dependent child is defined as follows: a child of an employee, of his or her spouse or of both or a child living with the employee for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who depends on the employee for his or her financial support and who is under eighteen (18) years of age; every such child under twenty-five (25) years of age who is a duly registered student attending a recognized institution of learning on a full-time basis, or a child of any age, who became totally disabled before reaching his or her eighteenth (18th) birthday or before reaching his or her twenty-sixth (26th) birthday, if he or she was a duly registered student attending a recognized institution of learning on a full-time basis and has remained continuously disabled ever since.

5-3.03 The word "disability" means any state of incapacity resulting from an illness, including a surgical procedure directly related to family planning, an accident subject to article 7-4.00 or an absence provided for in clause 5-4.18, which requires medical care and which renders the employee totally unable to perform the usual duties of his or her position or of any other similar position calling for comparable remuneration which may be offered to him or her by the board.

5-3.04 "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 in a satisfactory manner that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.

5-3.05 A period of disability resulting from self-inflicted illness or injury on the part of the employee, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act or service in the armed forces shall not be recognized as a period of disability for the purpose of this article.

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

5-3.06 The provisions of the life insurance plan and the salary insurance plan prescribed in the 1995-1998 collective agreement shall remain in force under the conditions prescribed therein until the date of the signing of the agreement.

The provisions of the health insurance plan prescribed in the 1995-1998 collective agreement shall be renewed in this agreement and shall continue to apply until the date prescribed by the Insurance Committee of the Centrale.

5-3.07 The life insurance plan prescribed in this agreement shall come into force as of the date of the signing of the agreement.

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

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

5-3.08 As a counterpart to the board's contribution to the insurance benefits provided for hereinafter, the full amount of the rebate allowed by Human Resources Development Canada in the case of a registered plan shall be the exclusive property of the board.

Insurance Committee of the Centrale

5-3.09 The Insurance Committee of the Centrale must prepare a schedule of conditions, if necessary, and obtain, for all the participants in the plans, a group insurance policy for the basic health insurance plan and one or more group insurance policies for the other plans.

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

- 5-3.10** The Insurance Committee of the Centrale may maintain from year to year for retired employees, with appropriate amendments, the basic plan coverage without any contribution on the part of the board provided that:
- A) the employees' contribution to the plan and the board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retired employees;
 - B) all disbursements, contributions and rebates pertaining to retired employees be computed separately and any additional contribution which may be payable by the employees by virtue of the extension to retired employees be clearly identified as such.
- 5-3.11¹** The insurer selected for all plans must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting an insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.
- 5-3.12** The Insurance Committee of the Centrale must carry out a comparative analysis of all bids received, where applicable, and after making its choice, provide the CPNCA with a report on such analysis and a statement giving reasons for its choice.
- 5-3.13** Each plan shall have only one premium calculation method, whether it be a predetermined amount or an invariable percentage of salary.
- 5-3.14** Any change in premiums resulting from a modification to the plan may only take effect on January 1 following a written notice to the board sent at least sixty (60) days in advance.
- 5-3.15** The benefit of exemption from a plan must be the same for all plans as regards its starting date and it must be total. Moreover, it cannot begin prior to the first complete pay period following the fifty-second (52nd) consecutive week of total disability.
- 5-3.16** There can be no more than one update campaign per three (3) years for all plans; this campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the modifications shall come into force on January 1 following at least a sixty (60)-day advance written notice sent to the board.
- 5-3.17** Dividends or rebates to be paid as a result of favourable experience with the plans shall constitute funds entrusted to the management of the Insurance Committee of the Centrale. Fees, salaries, expenses or disbursements incurred for the implementation and application of the plans shall constitute liens on these funds.
- The balance of funds shall be used by the committee to meet the increases in the premium rates, to improve existing plans, or to be repaid directly to the participants by the insurer according to the formula determined by the committee or to grant a waiver of premiums. In this latter case, the waiver must be for at least four (4) months and it must be effective as of January 1 or end on December 31. The waiver must be preceded by at least a sixty (60)-day advance notice sent to the board.

¹ See Appendix XV: Computerized Billing of Group Insurance Premiums.

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

- 5-3.18** The Insurance Committee of the Centrale shall provide the CPNCA with a copy of the schedule of conditions, the group policy and a detailed statement of the operations carried out under the policy as well as a statement of the payments received as dividends or rebates and how they were used.

The committee shall also provide, at a reasonable cost, any and all additional useful and relevant statements or statistics which may be requested by the CPNCA concerning the basic health insurance plan.

Intervention of the Board

- 5-3.19** The board shall facilitate the implementation and application of the plans, in particular by:

- informing new employees;
- registering new employees;
- forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
- deducting the premium from the employee's salary;
- forwarding the deducted premiums to the insurer;
- providing employees with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- transmitting information normally required of the employer by the insurer for settling certain compensations;
- forwarding to the insurer the names of employees who have indicated to the board that they intend to retire.

- 5-3.20** The CPNCA and the Centrale agree to set up a committee to assess the administrative problems raised by the application of insurance plans. Moreover, any modification concerning the administration of the plans must be the subject of an agreement by the committee before it comes into effect. If such modification obliges the board to hire supernumerary employees or requires overtime, the costs shall be assumed by the union.¹

Complementary Insurance Plans to Which the Board Does Not Contribute

- 5-3.21²** A) The Insurance Committee of the Centrale shall determine the provisions of no more than three (3) complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.
- B) Every policy must include, among others, the following stipulations:
- a) the provisions provided for in paragraphs B) to J) of clause 5-3.31;

¹ See Appendix XI on the Technical Committee on Insurance.

² See Appendix XV on Computerized Billing of Group Insurance Premiums.

- b) the participation of a new employee eligible in a complementary plan shall take effect within thirty (30) days of the request if it is made within thirty (30) days of the entry into service of the employee;
 - c) if the request is made thirty (30) days after his or her entry into service, the participation of a new employee who is eligible for a complementary plan shall take effect on the first day of the full pay period following the date on which the board receives the notice of acceptance sent by the insurer.
- C) In the case of boards which have, on the date of the signing of the agreement, optional complementary personal insurance plans other than those established by the Centrale, the following provisions shall apply:
- a) the personal insurance policies and the resulting administrative measures for boards are maintained;
 - b) any modification to one of the plans or policies must be made in accordance with the provisions concerning the provincial complementary plans and by adapting them accordingly;
 - c) the union may choose to replace all the existing local plans by the provincial complementary plans. In this case, a notice of modification must be forwarded to the board at least sixty (60) days before it comes into force.

Life Insurance Plan

- 5-3.22** Each employee shall benefit, without contribution on his or her part, from an amount of life insurance equal to six thousand four hundred dollars (\$6 400).
- 5-3.23** This amount shall be reduced by fifty percent (50%) for the employees referred to in paragraph B) of clause 5-3.01.
- 5-3.24** The provisions of clause .26 of Appendix "C" of the 1971-1975 collective agreement shall continue to apply for the duration of the agreement to the employees who benefited from such provisions on the date of the signing of the agreement.

Basic Health Insurance Plan

- 5-3.25** The plan shall cover, as per the terms set down by the Insurance Committee of the Centrale, all drugs sold by a licensed pharmacist or by a duly authorized physician, as prescribed by a physician or a dentist.

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

- 5-3.26¹** The board's contribution to the health insurance plan on behalf of each employee cannot exceed the least of the following amounts:
- A) in the case of a participant insured for himself or herself and his or her dependents: sixty dollars (\$60) per year plus tax, where applicable;
 - B) in the case of an individually insured participant: twenty-four dollars (\$24) per year plus tax, where applicable;

¹ See Appendix XV on Computerized Billing of Group Insurance Premiums.

C) an amount equal to twice the contribution paid by the participant himself or herself for the benefits provided by the health insurance plan.

5-3.27 In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts provided for in clause 5-3.26 shall be reduced by two thirds (2/3) of the yearly costs of the drug benefits included in this plan.

5-3.28 The health insurance benefits shall be reduced by the benefits payable under any other public or private, individual or group plan.

5-3.29¹ Participation in the health insurance plan shall be compulsory, but an employee may, by giving prior written notice to his or her board stating the name of the insurer and the policy number, refuse or cease to participate in the health insurance plan provided that he or she establish that he or she and his or her dependents are insured under a group insurance plan affording similar benefits.

Notwithstanding the preceding paragraph, an employee whose regular workweek is less than twenty-five percent (25%) of the regular workweek of the full-time employee shall not be covered by the health insurance plan.

An employee aged sixty-five (65) years or older who maintains his or her participation in the drug insurance plan under the Régie de l'assurance-maladie du Québec (RAMQ) shall remain covered by the compulsory health insurance plan for the guarantees not covered by the RAMQ plan.

An employee on a leave without salary shall remain covered by the health insurance plan and must pay the total amount of the premiums due and the board's share including tax, where applicable.

5-3.30 An employee who has refused or ceased to be a participant in the plan may again become eligible thereto provided that:

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

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

In the case of a person who, prior to applying for health insurance, was not insured under the current health insurance plan, the insurer is not responsible for any payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

¹ See Appendix XV on Computerized Billing of Group Insurance Premiums.

5-3.31¹ Every policy must include, among others, the following stipulations:

- A) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- B) a guarantee to the effect that neither the factors of the retention formula nor the rates according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year, nor more often than every January 1 thereafter;
- C) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates, after deduction of the agreed amount according to the predetermined retention formula;
- D) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of this period;
- E) no premium shall be payable for a pay period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a pay period during which the employee's participation terminates;
- F) the insurer must also forward to the CPNCA a copy of every communication of a general nature sent to the boards or the insured;
- G) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- H) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information which may be required to test the accuracy of the retention calculation;
- I) any modification to the coverage and the resulting deduction at source for an employee already in the employ of the board, following the birth or adoption of a first child or a change in status, shall come into force within thirty (30) days of the request if it is made within thirty (30) days of the event. Should the modification to the basic health insurance coverage be made more than thirty (30) days after the event, the modification shall take effect on the first day of the pay period during which the request is sent to the insurer;
- J) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for an employee already in the employ of the board shall take effect on the first day of the full pay period following the date on which the board receives the notice of acceptance sent by the insurer.

Salary Insurance Plan

- 5-3.32** A) Subject to the provisions of this article and subject to article 7-4.00, every employee shall be entitled, for every period of disability during which he or she is absent from work, to:
- a) up to the lesser of the number of sick-leave days accumulated to his or her credit or of five (5) working days: the payment of a benefit equal to the salary he or she would have received had he or she been at work;

¹ See Appendix XV on Computerized Billing of Group Insurance Premiums.

- b) upon termination of the payment of the benefit provided for in paragraph a), where applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five percent (85%) of the salary he or she would have received had he or she been at work;
- c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two-thirds percent (66 2/3%) of the salary he or she would have received had he or she been at work.

For the purpose of calculating benefits, an employee's salary is the salary rate he or she would receive if he or she were at work. However, in the case of a day care service employee, the salary rate shall be replaced by the average basic weekly salary of the last twenty (20) weeks preceding his or her disability.

If, during that period, an employee who held a day care service position received benefits determined on a certain percentage of his or her regular salary, it is understood that for the purposes of calculating his or her average basic weekly salary, the board shall use the basic salary on the basis of which the benefits were determined.

If the period of the last twenty (20) weeks preceding the employee's disability period includes the date on which the salary rates and scales are increased, the weekly salary shall be calculated on the basis of the salary rate in effect on that date. If, on the other hand, the disability includes the date on which the salary rates and scales are increased, the average basic weekly salary changes on that date according to the adjustment formula of the salary scale applicable to him or her.

For the purposes of calculating an employee's average basic weekly salary, the period of the last twenty (20) weeks preceding his or her disability leave shall exclude any layoff.

For the purpose of applying this clause, salary includes premiums for regional disparities in accordance with article 6-8.00.

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

- B) During a disability period, the board and a regular employee who has been absent for at least twelve (12) weeks may agree to a return to work on a gradual basis. In this case:
 - a) the board and the employee, accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the employee will return to work on a gradual basis, which shall not exceed twelve (12) weeks and shall determine the time during which the employee must work;
 - b) during this period, the employee is still considered on a disability leave, even if he or she is working;
 - c) while at work, the employee must be able to perform all of his or her usual duties and functions according to the proportion agreed to;
 - d) the employee must provide a medical certificate from his or her attending physician attesting that he or she may return to work on a gradual basis;
 - e) the period of gradual return to work must be immediately followed by the employee's return to work for the duration of his or her regular workweek;

- f) the preceding provisions shall not have the effect of extending the maximum period of one hundred and four (104) weeks of benefits.

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

During the period of gradual return to work, the employee shall be entitled to his or her salary for the proportion of time worked and to the benefit payable to him or her for the proportion of time not worked. These proportions shall be calculated on the basis of the employee's regular workweek or, in the case of a day care service employee, his or her average weekly working hours on the basis of which his or her average basic weekly salary was determined.

Upon the expiry of the period initially set for the gradual return, if the employee is unable to return to work for the duration of his or her regular workweek or, in the case of a day care service employee, his or her average weekly working hours, the board and the employee may agree on another period of gradual return while complying with the other conditions provided for in this clause; failing agreement, the employee shall definitely resume his or her work for the duration of his or her regular workweek or shall continue his or her disability period.

- 5-3.33** As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) or, where applicable, the Teachers Pension Plan (TPP) or the Civil Service Superannuation Plan (CSSP) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit provided for in subparagraph a) of paragraph A) of clause 5-3.32, he or she shall benefit from a waiver of his or her contributions to the pension plan without losing his or her rights. The provisions relating to the waiver of contributions are an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The board may not dismiss an employee for the sole reason of his or her physical or mental impairment as long as the latter can receive benefits as a result of the application of clause 5-3.32 or of article 7-4.00. However, the fact that an employee does not avail himself or herself of clause 5-3.45 cannot prevent the board from dismissing such an employee.

- 5-3.34** The benefits paid under clause 5-3.32 are reduced by the initial amount of any basic disability benefit paid to an employee under a federal or provincial law, except those paid under the Employment Insurance Act, regardless of subsequent increases in basic benefits arising from indexation.

When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the employee's gross taxable income is established as follows: the board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount of benefit received from the SAAQ and the difference is brought to the employee's gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and the agreement.

The board shall deduct one tenth (1/10) of a day from the bank of sick-leave days per day used by virtue of subparagraph a) of paragraph A) of clause 5-3.32 in the case of the employee who receives benefits from the SAAQ.

As of the sixty-first (61st) day from the beginning of a disability, the employee who is presumed to be entitled to disability benefits under a federal or provincial law, with the exception of the Employment Insurance Act must, upon written request by the board, accompanied by the appropriate forms, request such benefits from the organization concerned and meet all the obligations which may follow from such a request. However, the reduction of benefits provided for in clause 5-3.32 is made only from the moment when the employee is recognized as eligible and effectively begins to receive such benefits as provided for under the law. In the case where a benefit provided for under a law is granted retroactively to the first day of the disability, the employee shall undertake to reimburse the board, where applicable, for the portion of the benefit provided for under clause 5-3.32 as a result of the application of the first paragraph of this clause.

Every employee who receives a disability benefit paid under a federal or provincial law, with the exception of the Employment Insurance Act, must, in order to be entitled to his or her salary insurance benefits under clause 5-3.32, notify the board of the amount of the weekly disability benefits paid to him or her. Furthermore, he or she must give his or her written authorization to the board so that the latter may obtain all the necessary information from organizations, such as the SAAQ or the RRQ, which administer a disability insurance plan from which he or she receives benefits.

- 5-3.35** The payment of this benefit shall terminate at the latest on the date the employee begins his or her retirement.
- 5-3.36** No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the employee has provided the board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability provided for in clause 5-3.32 begins on the date of the employee's return to work.
- 5-3.37** The payment of benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board provided that the employee submit the supporting documents as required in clause 5-3.38.
- 5-3.38** The board may require that the employee who is absent because of disability provide a written certificate for absences of fewer than four (4) days or a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the board if the employee is absent for fewer than four (4) days. The board may also require an examination of the employee concerned in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her usual place of work as defined in clause 7-3.24 shall be borne by the board.

Upon the employee's return to work, the board may require him or her to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. The cost of the examination as well as the employee's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her usual place of work as defined in clause 7-3.24 shall be borne by the board. If, in this case, the opinion of the physician chosen by the board differs from the employee's physician, the board and the union may, within thirty (30) days, agree on the choice of a third physician. If no agreement is reached within the said time limit, the board's physician and the employee's physician shall agree on the choice of a third physician within a reasonable time limit.

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

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

5-3.39 When payment of benefits is refused by reason of presumed nonexistence or termination of any disability, the employee may appeal the decision according to the procedure for settling grievances and arbitration provided for in Chapter 9-0.00.

5-3.40 A) On July 1 of every year, the board shall credit each employee covered by this article with seven (7) days of sick leave. The seven (7) days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year under the provisions of this article at the rate in effect on that date per day or per fraction of a day not used.

B) Moreover, in the case of a first year of service of an employee who is not reassigned in accordance with the provisions of article 7-3.00, the board shall add a credit of six (6) nonredeemable sick-leave days.

The employee hired during a fiscal year who was granted fewer than six (6) nonredeemable sick-leave days shall be entitled, on July 1 of the following fiscal year, if he or she remains in the service of the same board, to the difference between six (6) days and the number of nonredeemable sick-leave days granted to him or her on the effective date of his or her hiring.

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

5-3.41 If an employee becomes covered by this article in the course of a fiscal year or if he or she leaves his or her employment during the year, the number of days credited for the year in question shall be reduced in proportion to the number of complete months of service, it being specified that "complete month of service" means a month of service during which the employee is in service for half or more of the working days contained in that month.

Nevertheless, if an employee has used, in accordance with this agreement, some or all of the sick-leave days that the board credited to him or her on July 1 of one year, no claim shall be made as a result of the application of this clause.

5-3.42 In the case of an employee who holds a part-time position, the value of each day credited shall be reduced in proportion to the regular hours worked in relation to the regular workweek provided for in clause 8-2.01.

5-3.43 Subject to clause 5-3.44, disabilities for which payment is being made on the date of the signing of the agreement shall remain covered under the plan provided for in this article. The effective date of the beginning of the disability period determines both the duration and the benefits to which the employee concerned may be entitled according to the provisions of clause 5-3.32 of the agreement. The disabled employee who is not entitled to any benefits on the date of the signing of the agreement shall be covered by the new plan upon his or her return to work when he or she commences a new disability period.

5-3.44 The employee who benefited on June 30, 1973 or, as the case may be, on June 30, 1976 or, as the case may be, until the date of the coming into force of the relevant provisions of the 1979-1982 collective agreement or, as the case may be, until the date of the coming into force of the relevant provisions of the 1983-1985 collective agreement or, as the case may be, until the date of the coming into force of the relevant provisions of the 1986-1988 collective agreement or, as the case may be, until the date of the coming into force of the relevant provisions of the 1989-1991 collective agreement or until the date of the signing of the former collective agreement, from redeemable sick-leave days retains the right to the reimbursement of the value of the redeemable days accumulated on one of these dates which is applicable to him or her in accordance with the provisions of formerly applicable agreements or a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following this date.

This 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 that is applicable to him or her. These provisions shall not, however, change the value already set for the redeemable sick-leave days the value of which was determined under a former agreement or a board regulation having the same effect.

5-3.45 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 prescribed in the pension plan provisions.

The redeemable sick-leave days to an employee's credit according to clause 5-3.44 may also be used at a rate of one day per day, for purposes other than those provided for in this article when the former 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 expiry of the benefits provided for in subparagraph c) of paragraph A) of clause 5-3.32 or for a preretirement leave. The employee may also use his or her nonredeemable sick-leave days to his or her credit, at a rate of one day per day, to extend his or her disability leave upon expiry of the benefits provided for in subparagraph c) of paragraph A) of clause 5-3.32. In addition, these days may also be used to extend a maternity leave.

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

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

5-3.46 The sick-leave days to an employee's credit on the date of the coming into force of the agreement shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- A) the redeemable days credited under clause 5-3.40 of the agreement;
- B) after having used up the days mentioned in subparagraph A), the other redeemable days to the employee's credit;
- C) after having used up the days in subparagraphs A) and B), the nonredeemable days to the employee's credit.

5-3.47 Subject to the provisions of the following paragraph, every employee who benefits from paragraph A) of clause 5-3.40 may use up to two (2) days per year for personal business upon a notice sent to the board at least twenty-four (24) hours in advance.

The days thus used shall be deducted from the credit of seven (7) days obtained by the application of paragraph A) of clause 5-3.40 and, after having used such days, they shall be deducted from the other redeemable days to the employee's credit.

The days provided for in the first paragraph of this clause must be taken in half-days or full days.

5-3.48 The board shall prepare a statement of the employee's bank of sick-leave days on June 30 of each year and shall so inform him or her within the sixty (60) calendar days that follow.

5-4.00 PARENTAL RIGHTS

Section I General Provisions

5-4.01 The maternity leave allowances prescribed in section II shall be paid only as supplements to the employment insurance benefits or, in the cases stipulated hereinafter, as payments during a period of unemployment caused by a pregnancy for which employment insurance does not provide any benefits.

5-4.02 If a leave is granted to one of the spouses only, the restriction shall apply if the other spouse is also an employee of the public or parapublic sector.

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 times.

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

¹ For the sole purposes of this article, "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.

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

Section II Maternity Leave

- 5-4.05** A pregnant employee shall be entitled to a maternity leave of twenty (20) weeks' duration which, subject to clause 5-4.07, 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 5-4.09 and 5-4.10, as the case may be.

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

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 maternity leave.

- 5-4.06** The distribution of the maternity leave, before and after the birth, shall be decided by the employee and shall include the day of the birth.

- 5-4.07** An employee who has sufficiently recovered from her delivery but whose child must remain in the health establishment may interrupt her maternity leave by returning to work.

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

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

- 5-4.08** To obtain maternity leave, an employee must give the board prior written notice at least two (2) weeks before the date of her departure. Such a notice must be accompanied by a medical certificate confirming the pregnancy and the due date.

The time limit for giving prior notice may be less if a medical certificate confirms that the employee must leave her job sooner than expected. In the 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.

5-4.09 Cases Eligible for Employment Insurance

The employee who has accumulated twenty (20) weeks of service¹ and who, following the submission of a request for benefits under the employment insurance plan, receives such benefits, shall be entitled during her maternity leave, subject to clause 5-4.12, to receive:

- A) for each week of the waiting period stipulated by the employment insurance plan, an allowance equal to ninety-three percent² (93%) of her basic weekly salary;
- B) for each week she is receiving or could receive 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 to which an employee is entitled without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

However, an employee who works for more than one employer shall receive an additional allowance equal to the difference between ninety-three percent (93%) of the basic salary paid by the board and the percentage of 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 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 provided for in paragraph B) of this clause, an allowance equal to ninety-three percent (93%) of her basic weekly salary until the end of the twentieth (20th) week of the maternity leave.

When the employee resumes the maternity leave interrupted under clause 5-4.07, the board shall pay the employee the allowance to which she would have been entitled had the leave not been interrupted.

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.

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 is exonerated, during a maternity leave, from contributing her share of premiums to the pension and employment insurance plans which equals, on average, seven percent (7%) of her salary.

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

The employer who pays the customary salary provided for 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 (including her board).

5-4.10 Cases Ineligible for Employment Insurance

An employee excluded from employment insurance benefits or declared ineligible for these benefits shall also be excluded from receiving any other allowance. However:

- A) the employee who holds a full-time position and who has accumulated twenty (20) weeks of service¹ 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 provided for in the employment insurance plan;
- B) the employee who holds a part-time position and who has accumulated twenty (20) weeks of service¹ 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 a part-time employee is exonerated from contributing to the pension plan and the employment insurance plan, the percentage of the allowance shall be set at ninety-three percent (93%).

5-4.11 In the cases prescribed in clauses 5-4.09 and 5-4.10

- 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 that date shall be paid at two (2)-week intervals. In the case of the employee who is eligible for employment insurance benefits, the first installment need only be paid fifteen (15) days after the board receives proof that she is receiving employment insurance benefits. For the 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 admissible proof.

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

- 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 5-4.09 and 5-4.10 shall be deemed to have been met, where applicable, when the employee meets this requirement with one of the employers mentioned in paragraph C).

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

As well, any period during which the employee on a special leave as provided for in paragraph A) of clause 5-4.18 does not receive any benefits from the Commission de la santé et de la sécurité du travail (CSST) shall be excluded for the purpose of calculating her average basic weekly salary.

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

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

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

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

In these cases, the weeks during which the employee has 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 the employee is entitled under clause 5-4.09 or 5-4.10, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks left to cover under clause 5-4.09 or 5-4.10, as the case may be.

5-4.12 The maternity leave allowance¹ paid by the Québec government shall be deducted from the benefits to be paid under clause 5-4.09.

In the case where the provisions of the second subparagraph of paragraph B) of clause 5-4.09 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.

5-4.13 During such maternity leave and the extensions provided in clause 5-4.14, the employee, insofar as she is normally entitled to it, shall benefit from the following:

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

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

5-4.14 If the birth occurs after the due date, the employee shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has at least two (2) weeks of maternity leave remaining after the birth.

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

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

5-4.15 The maternity leave may be of a lesser duration 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.

5-4.16 During the fourth week preceding the expiry of the maternity leave, the board must send the employee a notice indicating the anticipated date of the expiry of the said leave.

The employee to whom the board has sent such notice must report to work upon the expiry of the maternity leave, unless such leave be extended as provided for in clause 5-4.25.

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

¹ It is the allowance currently set at \$360.

- 5-4.17** When she returns from her maternity leave, the employee shall return to her position. Should the position have been abolished, the employee shall be entitled to the benefits she would have received had she been at work at that time.

Section III Special Leaves Regarding Pregnancy and Breastfeeding

5-4.18 A) Provisional Assignment and Special Leaves

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

- a) she is pregnant and her working conditions entail risks of infectious disease or physical dangers for herself or her unborn child;
- b) her working conditions entail dangers for the child whom she is breastfeeding;
- c) she works regularly at a cathode-ray tube terminal.

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

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

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

If 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 this 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. Consideration shall be given first to this assignment before the application of subparagraphs c), d), e), f) and g) of paragraph A) of clause 7-1.22 and the application of the priority to occupy a temporary position granted to an employee laid off temporarily under clause 7-2.04.

During the special leave provided for in this clause, the employee's allowance is governed by the provisions of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) concerning the reassignment of the pregnant employee or the employee who is breastfeeding.

However, following a written request to this effect, the board shall pay the employee an advance on the forthcoming allowance, based on the anticipated payments. If the Commission de la santé et de la sécurité du travail pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made in accordance with clause 6-6.03 until the amounts overpaid are reimbursed. If the employee exercises her right to apply for a review of the CSST decision or to contest it before the Commission des lésions professionnelles (CLP), the reimbursement cannot be payable until the administrative review decision of the CSST or, where applicable, the 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, without loss of rights, the duties of the employee assigned to a cathode-ray screen so as to reduce her working time at the cathode-ray screen to a maximum of two (2) hours per half-day and of assigning her to other duties which she is reasonably capable of performing for the remainder of her working time.

B) Other Special Leaves

The employee shall also be entitled to a special leave in the following cases:

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

5-4.19 As regards the visits referred to in subparagraph c) of paragraph B) of clause 5-4.18, the employee shall be granted a special leave with salary for a maximum of four (4) days which may be taken in half-days.

During the special leaves provided for in clause 5-4.18, the employee shall be entitled to the benefits provided for in clause 5-4.13, insofar as she is normally entitled to them, and to those provided for in clause 5-4.17.

Moreover, the employee referred to in paragraph B) of clause 5-4.18 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of paragraph B) of clause 5-4.18, the employee must first have used up the four (4) days mentioned in the first paragraph of this clause.

Section IV Other Parental Leaves

Paternity Leave

5-4.20 An employee shall be entitled to a leave with salary for a maximum period of five (5) working days for the birth of his child. The employee shall be entitled to the leave if 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.

During the paternity leave, the employee shall be entitled to the benefits provided for in the first paragraph of clause 5-4.13 as long as he is entitled to them.

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

- 5-4.21** A) The employee who legally adopts a child shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his or her spouse not also be on such a leave. This leave must be taken following the child's placement order or the equivalent in the case of international adoption in accordance with the adoption plan or at another time agreed to with the board. In order to obtain the leave, the employee must submit a written request to the board at least two (2) weeks in advance.

During the leave for adoption, the employee shall be entitled to the benefits provided for in clause 5-4.13 as long as he or she is normally entitled to them and, upon termination of this leave, he or she returns to his or her position, unless it was abolished, in which case the employee shall be entitled to the benefits which he or she would have had had he or she been at work.

For each week of the leave, 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.

- B) An employee shall be entitled to a leave of absence without salary of a maximum duration of ten (10) weeks to adopt a child, beginning on the date on which the employee assumes full legal responsibility for the child. In order to obtain this leave, the employee must submit a written request to the board at least two (2) weeks in advance.

The employee who travels outside Québec in order to adopt a child shall be granted for that purpose and upon written request submitted to the board two (2) weeks in advance, where possible, a leave of absence without salary for the time necessary for such travel. If full legal responsibility for the child so results, the maximum duration of the leave of absence without salary shall be ten (10) weeks in accordance with the preceding paragraph.

The leave for adoption provided for in paragraph A) of clause 5-4.21 may also take effect on the date of the beginning of the leave of absence without salary provided for in this clause for the purpose of an adoption, if the duration of the latter is ten (10) consecutive weeks and if the employee so decides in the written request prescribed in the first subparagraph of paragraph B).

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

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 to the benefits associated with the adoption leave only.

However, following the leave for adoption purposes for which an employee has received benefits paid under the third subparagraph of paragraph A) of clause 5-4.21 no adoption results, the employee shall then be deemed as having been on a leave without salary in accordance with the first paragraph of paragraph B) and shall reimburse the benefit received.

- 5-4.22** The board must forward to the employee, during the fourth (4th) week preceding the termination date of the ten (10)-week adoption leave, a notice indicating the termination date of the said leave.

The employee to whom such a notice is sent must report to his or her place of work upon the termination of his or her leave for adoption, unless the leave has been extended in the manner provided for in clause 5-4.25.

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

- 5-4.23** 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.

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

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

- 5-4.24** However, clauses 5-4.21 and 5-4.22 do not apply to the employee who adopts his or her spouse's child.

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

- 5-4.25** Following a written request submitted to the board at least two (2) weeks in advance in the case of a full-time leave of absence without salary and at least thirty (30) days in advance in the case of a part-time leave of absence without salary, the employee who wishes to extend her maternity leave, the employee who wishes to extend his paternity leave and an employee who wishes to extend either one of the leaves for adoption shall benefit from one of the two options listed hereinafter under the conditions stipulated therein:

- A) a full-time leave of absence without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the employee chooses and ends no later than seventy (70) weeks following the birth or, in the case of an adoption, seventy (70) weeks after he or she assumes full legal responsibility for the child;
- B) a full-time or part-time leave without salary for a maximum period of two (2) years which is taken immediately following a maternity leave, a paternity leave or a leave for adoption.

The employee may however modify his or her choice for the period exceeding the twelfth (12th) month of his or her leave upon a written notice sent to the board thirty (30) days prior to the end of his or her first year of leave.

The employee who holds a part-time position shall also be entitled to this part-time leave without salary. However, the other provisions of the agreement concerning the determination of the number of hours of work remain applicable.

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

The request for a part-time leave of absence without salary must specify the schedule of the leave. Should the board disagree on the number of days off per week, the employee shall be entitled to a maximum of two and a half (2.5) days off per week or the equivalent up to a maximum of two (2) years. Should the board disagree on the distribution of these days, it shall effect the distribution.

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

During either one of the aforementioned leaves, the employee shall retain the right, insofar as he or she is entitled to it, to use the sick-leave days provided for in article 5-3.00.

In the case of either one of the aforementioned leaves, the request must specify the date of return to work.

- 5-4.26** During the leave of absence without salary, the employee shall accumulate seniority and shall retain his or her experience. He or she shall continue to contribute to the basic health insurance plan applicable to him or her by paying the total amount of the required premiums. Moreover, he or she may continue to participate in the other insurance plans applicable to him or her by so requesting at the beginning of the said leave and by paying the total amount of the required premiums.

An employee who benefits from a part-time leave without salary shall accumulate his or her seniority on the same basis as prior to the leave and, for the proportion of hours worked, shall be governed by the rules applicable to an employee in a part-time position.

Notwithstanding the preceding paragraphs, the employee shall accumulate his or her experience, for the purposes of determining his or her salary, up to the first fifty-two (52) weeks of a leave without salary or part-time leave without salary.

- 5-4.27** An employee may take his or her deferred annual vacation immediately prior to his or her full-time or part-time leave of absence without salary provided that there be no discontinuity with his paternity leave, her maternity leave or his or her leave for adoption, as the case may be.

- 5-4.28** The employee to whom the board has sent a four (4)-week notice indicating the termination date of one of the leaves provided for in clause 5-4.25 must inform the board of his or her return to work at least two (2) weeks before the termination of the leave. Failing which, he or she shall be considered as having resigned.

- 5-4.29** The employee who wishes to terminate his or her leave without salary before the anticipated date must submit a written notice of his or her intention at least twenty-one (21) days prior to his or her return. In the case of a leave without salary exceeding fifty-two (52) weeks, such notice shall be submitted at least thirty (30) days in advance.

On returning to the board from a full-time or a part-time leave without salary, the employee shall be reinstated in the position he or she held prior to his or her departure subject to article 7-3.00.

Leave for Parental Responsibilities

- 5-4.30** A part-time or full-time leave without salary for a maximum of one year shall be granted to an employee whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. In this case, the fifth subparagraph of paragraph B) of clause 5-4.25 shall apply except as regards the maximum duration of the leave without salary, which cannot exceed one year.

Subject to the other provisions of the agreement, the employee may be absent from work for a maximum of six (6) days per year so that he or she may be with his or her child or his or her spouse's child to fulfill obligations relating to the health, safety or education of the child.

The days thus used shall be deducted from the credit of seven (7) days obtained as a result of the application of paragraph A) of clause 5-3.40.

Section V Miscellaneous Provisions

- 5-4.31** The employee who is entitled to a premium for regional disparities under the agreement shall receive the premium for the duration of her maternity leave provided for in section II.

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

The employee who is entitled to a premium for regional disparities under the agreement shall receive this premium during his or her leave for adoption as provided for in paragraph A) of clause 5-4.21.

- 5-4.32** Any benefit or allowance referred to in this article, the payment of which began before a strike or lockout, shall continue to be paid during this strike or lockout.

- 5-4.33** If it is established before an arbitrator that a probationary employee availed herself of a maternity leave or a leave without salary or a part-time leave without salary to extend a maternity leave and that the board terminated her employment, the latter must prove that it terminated her employment for reasons other than having used the maternity leave or the leave without salary or part-time leave without salary.

5-5.00 PARTICIPATION IN PUBLIC AFFAIRS

- 5-5.01** The board recognizes the same rights for an employee to participate in public affairs as those recognized for all citizens.

- 5-5.02** The regular employee who is a candidate in a municipal, school, provincial or federal election shall obtain, upon request, a leave of absence without salary which could extend from the declaration of the elections to the tenth (10th) day which follows the election day.

5-5.03 A regular employee who does not report to work within the time allotted shall be considered as having resigned, unless the reason for which he or she does not report to work is one of the reasons for absence provided for in the agreement. In that case, the employee must notify the board and, except if it is impossible for him or her to report to work on the first working day following such leave, he or she shall be considered as having resigned as of that day.

5-5.04 A regular employee elected in a municipal or school election or to the board of directors of a hospital or a local community service centre may benefit from a leave of absence without salary in order to carry out the duties of his or her position according to the terms and conditions prescribed by the board; the board cannot refuse the leave without a valid reason.

5-5.05 The regular employee elected in a provincial or federal election shall remain on leave without salary for the duration of his or her mandate.

5-5.06 Within the twenty-one (21) days following the expiry of his or her mandate, the employee must inform the board of his or her decision to return to work; failing this, he or she shall be considered as having resigned.

On returning to the board, he or she shall be reinstated in his or her position, if it is available, subject to Chapter 7-0.00.

5-6.00 VACATION

5-6.01 During each fiscal year, an employee shall be entitled, according to the duration of his or her active service for the preceding fiscal year, to an annual vacation period the duration of which is determined in clauses 5-6.08 and 5-6.09.

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 or she is scheduled to take his or her vacation may defer his or her vacation to another period in the same fiscal year or, if he or she has not returned at the end of the fiscal year, to another period in a subsequent fiscal year, to be agreed between the employee and the board.

5-6.03 For the sole purpose of the table in clause 5-6.09, the first two hundred and forty-two (242) working days of one or more disability periods, a leave of absence without salary the total duration of which does not exceed one month, as well as the working days included during a temporary layoff period under article 7-2.00 constitute active service.

In no case may more than two hundred and forty-two (242) days of active service per disability period be counted even if such period extends over more than one fiscal year.

The month during which a new employee is hired or an employee leaves his or her position permanently shall count for one complete month of active service, provided that he or she worked half or more of the working days of the month.

5-6.04 The vacation period shall be determined in the following manner:

- A) before May 1 of each year, the board must consult the union or group of unions concerned before establishing a period of total or partial shutdown of its activities for a period not exceeding ten (10) working days. The shutdown period may be longer than ten (10) working days insofar as the union agrees. Each employee concerned by the total or partial shutdown must take all the vacation to which he or she 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) 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, adult education centre or vocational training centre, where applicable.

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

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

5-6.05 The employee must take his or her vacation in periods of at least five (5) consecutive days. However, with the board's permission, the employee may take his or her vacation in another manner.

5-6.06 The employee on vacation shall continue to receive the salary regularly paid to him or her according to the provisions of article 6-6.00. However, the salary for the entire vacation period shall be paid to him or her before his or her departure.

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 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) 20 working days of vacation if he or she has less than 17 years of seniority on June 30 of the year of acquisition;
- B) 21 working days of vacation if he or she has 17 years or more of seniority on June 30 of the year of acquisition;

- C) 22 working days of vacation if he or she has 19 years or more of seniority on June 30 of the year of acquisition;
- D) 23 working days of vacation if he or she has 21 years or more of seniority on June 30 of the year of acquisition;
- E) 24 working days of vacation if he or she has 23 years or more of seniority on June 30 of the year of acquisition;
- F) 25 working days of vacation if he or she has 25 years or more of seniority on June 30 of the year of acquisition.

5-6.09 If an employee's active service during the year vacation was acquired was less than one year, he or she shall be entitled to a reduced number of vacation days as determined in the following table:

Table of accumulation of days of vacation

			Normal duration of vacation based on an employee's seniority					
			20 days	21 days	22 days	23 days	24 days	25 days
Total number of days of active service during year of acquisition			Actual duration of vacation based on the days of active service during year of acquisition					
5	to	10	0.5	0.5	0.5	0.5	0.5	0.5
11	to	32	2.0	2.0	2.0	2.0	2.0	2.0
33	to	54	3.5	4.0	4.0	4.0	4.0	4.0
55	to	75	5.0	5.5	6.0	6.0	6.0	6.5
76	to	97	7.0	7.0	7.5	8.0	8.0	8.5
98	to	119	8.5	9.0	9.0	10.0	10.0	10.5
120	to	140	10.0	11.0	11.0	12.0	12.0	13.0
141	to	162	12.0	12.5	13.0	13.5	14.0	15.0
163	to	184	13.5	14.0	14.5	15.5	16.0	17.0
185	to	205	15.0	16.0	17.0	17.5	18.0	19.0
206	to	227	17.0	17.5	18.5	19.0	20.0	21.0
228	to	241	18.5	19.0	20.0	21.0	22.0	23.0
242	or more		20.0	21.0	22.0	23.0	24.0	25.0

5-6.10 An employee in the service of the board on the date of the signing of the agreement who, as a result of the application of clause 5-6.11 of the 1975-1979 collective agreement, benefited in 1978-1979 from a number of vacation days greater than the maximum number to which he or she would be entitled as a result of the application of subparagraphs A) to F) of clause 5-6.08 for the year in question shall be entitled for the duration of the agreement to this additional number of vacation days. The excess shall be reduced by any additional vacation day which may be granted to him or her as a result of the application of subparagraphs B) to F) inclusively of clause 5-6.08. It shall also be reduced, as the case may be, by taking into account the duration of his or her active service during the year vacation was acquired.

5-6.11 When an employee leaves the board at the time of his or her retirement, he or she shall be entitled to the entire vacation period for the year of his or her retirement.

5-7.00 PROFESSIONAL IMPROVEMENT

5-7.01 The board and the union recognize the importance of ensuring the professional improvement of employees.

5-7.02 For the purpose of applying this article, professional improvement activities include one of the following types of professional improvement:

- A) organizational professional improvement includes all professional improvement activities required by the board, designed to increase knowledge, develop or acquire skills or techniques, modify an employee's work habits and improve the quality of administration at the board;
- B) occupational professional improvement includes all professional improvement activities designed to increase knowledge, develop or acquire skills or techniques, modify an employee's work habits and enable him or her to better perform his or her duties or prepare him or her for duties which he or she could be called upon to perform at the board;
- C) personal professional improvement includes courses or studies offered in a learning institution recognized by the Ministère excluding popular education courses.

5-7.03 Professional improvement is the responsibility of the board and the professional improvement programs shall be developed by the board in relation to its needs and to those of its employees.

5-7.04 Within thirty (30) days of the board's or union's written request, they shall set up a Professional Improvement Committee; such a committee shall be composed of three (3) representatives of the board and three (3) representatives of the union and shall establish appropriate rules for its internal management.

5-7.05 The board shall establish its professional improvement policy and programs in consultation with the Professional Improvement Committee; the board shall inquire about the employees' needs in professional improvement from the committee and the committee shall collaborate in preparing these programs.

5-7.06 The duties of the Professional Improvement Committee shall be:

- A) to collaborate in the setting up of professional improvement programs;
- B) to collaborate in the planning of professional improvement activities;
- C) to study professional improvement requests presented by the employees or required by the board;
- D) to make appropriate recommendations to the board, particularly those concerning the distribution and use of the professional improvement budget.

- 5-7.07** When a board requests an employee to take part in professional improvement activities, it must reimburse him or her for the costs, according to the norms it establishes, upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where an employee receives an allowance or any other amount of money from another source, he or she must give the board any amount thus received.
- 5-7.08** When, at an employee's request, the board authorizes an employee to participate in professional improvement activities, it may reimburse the costs upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where an employee receives an allowance or any other money from another source, he or she must give the board any amount thus received.
- 5-7.09** The employee who, at the request of the board, participates in professional improvement activities during his or her regular work hours shall be considered at work during that period.
- 5-7.10** The courses offered by the board, with the exception of popular education courses, shall be free of cost for the employees who wish to take them provided that:
- A) these courses offer to those who take them an opportunity for professional improvement or an increase in their educational qualifications;
 - B) registration by the general public has priority;
 - C) such a benefit does not oblige the board to organize courses;
 - D) these courses be taken outside the employee's working hours.
- 5-7.11** For the purpose of applying this article, the board shall have available, for each fiscal year of the agreement, an amount equal to forty-five dollars (\$45) per regular employee who has a full-time position or the equivalent, according to the number established at the beginning of each fiscal year.
- The amount mentioned in the preceding paragraph shall be increased by fifty percent (50%) for an employee working in a school board under regional office no. 01 (Bas Saint-Laurent, Gaspésie, Îles-de-la-Madeleine), no. 08 (Abitibi-Témiscaming and Nord du Québec) or no. 09 (Côte-Nord).
- The board shall decide on the use of these amounts after consulting with the Professional Improvement Committee.
- The amounts not used or committed during a fiscal year shall be added to those provided for the following fiscal year.
- 5-7.12** The amounts for professional improvement related to the implementation of a technological change within the meaning of clause 8-7.01 shall not be taken from the amounts mentioned in the preceding clause.
- 5-7.13** Notwithstanding the foregoing, the board shall allow an employee to complete, under the same conditions, the professional improvement activities already begun.

5-7.14 Upgrading

- A) In order to permit employees to meet more adequately the requirements of the position to be filled within the framework of article 7-1.00, the professional improvement policy must provide for, within one hundred and twenty (120) days of the coming into force of the agreement, subject to paragraph C), the setting up of a professional improvement program dealing specifically with the upgrading of secondary-level skills already acquired by regular employees during their basic training.
- B) This program provides for short-term professional improvement activities (which take a few days or even a few hours).
- C) The board shall make enquiries through the Professional Improvement Committee as to the upgrading needs of its employees.
- D) The nature, duration and frequency of the upgrading activities offered to employees shall be determined in consultation¹ with the Professional Improvement Committee.

5-8.00 CIVIL RESPONSIBILITY

5-8.01 The board shall undertake to assume the case of every employee whose responsibility might be at issue because of actions committed as a result of or in the course of the performance of his or her duties as an employee.

5-8.02 The board shall agree to indemnify the employee against any liability imposed by a final judgement for loss or damage resulting from actions, other than in the case of serious fault or gross negligence, committed by the employee as a result of or in the course of the carrying out of his or her duties as an employee or in applying clause 5-8.05 as an employee, but only up to the amount for which the employee is not already indemnified by another source, provided that:

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

5-8.03 The employee shall have the right to engage an attorney, at his or her own expense, and to have him or her assist the attorney chosen by the board.

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

5-8.04 As soon as the civil responsibility of the board is admitted or established by a final judgement, the board shall indemnify the employee for the total or partial loss, theft or destruction of his or her personal belongings which are normally used for the performance of his or her duties as an employee at the request of the board except in the case of serious fault or gross negligence on the employee's part. In the case where an employee holds an insurance policy which covers the total or partial loss, theft or destruction of such belongings, the board shall only pay the employee the excess of the actual loss incurred after the compensation is paid by the insurer.

5-8.05 Clause 5-8.01 applies in all cases where an employee is called upon as a result of or in the course of the carrying out of his or her duties to administer first aid to a student or to an employee.

5-9.00 LEAVES WITHOUT SALARY

5-9.01 The board may grant a regular employee a full-time leave without salary for reasons which it deems valid for a maximum duration of twelve (12) consecutive months; this leave may be renewed.

5-9.02 The board may also grant a part-time leave without salary to a regular employee for a reason it deems valid. This leave shall be for a maximum duration of twelve (12) consecutive months and may be renewed. At the time of the leave, the pertinent provisions of the agreement apply to the employee concerned on a prorated basis.

5-9.03 The board shall grant a leave without salary to enable a regular employee to accompany his or her spouse whose place of work changes temporarily or permanently for a period not exceeding twelve (12) months.

5-9.04 The board shall grant a regular employee who so requests a full-time or part-time leave without salary if the granting of such a leave permits the use of the services of a person in surplus.

5-9.05 The board shall grant a regular employee a full-time or part-time leave without salary for studies leading to a diploma in an officially recognized institution for a period not exceeding twelve (12) consecutive months.

However, the board shall not be required to grant for or during the same period more than one leave at a time in the same department, office, school, adult education centre or vocational training centre. Moreover, the board may refuse a request if it is unable to find a replacement, where applicable.

If more than one request for a leave without salary is submitted for the same period, the board shall proceed according to seniority.

5-9.06 The board shall grant a regular employee a full-time or part-time leave without salary of a maximum duration of one month without exceeding twelve (12) consecutive months. The regular employee may benefit from such a leave every time he or she has accumulated at least seven (7) years of seniority.

The granting of the leave shall be subject to the provisions of the second and third paragraphs of clause 5-9.05.

- 5-9.07** The request to obtain or renew every leave without salary must be made at least thirty (30) days prior to the beginning of the leave except in the case provided for in clause 5-9.04; the request shall be made in writing and must specify the reasons as well as the dates of the beginning and end of the leave. Moreover, any request for a part-time leave without salary must specify the schedule of the leave.
- 5-9.08** In the case where a part-time leave without salary is provided for in this article, there must be an agreement between the board and the employee on the schedule of this leave and on the other terms and conditions of application.
- 5-9.09** During his or her absence, the employee's seniority shall be calculated in accordance with article 8-1.00 of the agreement; he or she shall continue to participate in the health insurance plan and shall pay all the required premiums and contributions including the tax on the amount, where applicable; he or she may also participate in the complementary plans, provided that he or she pay the entire amount of the required premiums and contributions if the regulations of the said plans permit.
- 5-9.10** Upon a prior written notice of at least thirty (30) days, the employee may, on reasonable grounds, terminate any leave without salary before the date foreseen.
- 5-9.11** On the employee's return, he or she shall be reinstated in the position held upon his or her departure, subject to article 7-3.00 of the agreement.
- 5-9.12** In the case of a resignation during or at the end of a leave, the employee shall reimburse the board for any amount paid for and in his or her name.
- 5-9.13** The employee who uses the leave for purposes other than those for which he or she obtained it shall be considered as having resigned as of the beginning of the leave.
- 5-10.00 LEAVE WITH DEFERRED SALARY**
- 5-10.01** The leave with deferred salary plan allows an employee to have his or her salary spread over a determined period in order to benefit from a leave with salary; this plan can only apply in accordance with the law or the regulations.
- This leave shall not have the effect of paying the employee benefits upon retirement nor of deferring income tax.
- 5-10.02** For the purpose of this article, the word "contract" means the contract mentioned in Appendix III of the agreement.
- 5-10.03** Only regular employees shall be eligible for a leave with deferred salary plan.
- An employee receiving salary insurance benefits or on a leave without salary at the time of the coming into force of the contract shall not be eligible for the plan. Subsequently, the provisions of the contract for such situations apply.
- 5-10.04** Upon an employee's written request, the board may grant him or her a leave with deferred salary.

5-10.05 The leave shall only apply for the period of the contract and duration of the leave as determined in the following table and according to the percentages of salary paid during the contract:

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

5-10.06 Following the leave, the employee must return to work for a period at least equal to that of the leave. The employee may return to work during or after the expiry of the contract.

5-10.07 The employee who obtained a leave with deferred salary under a former collective agreement shall continue to be subject to the provisions applicable to him or her.

5-10.08 The board and the employee shall sign, where applicable, the contract stipulating the terms and conditions of the leave.

TABLE OF CONTENTS

CHAPTERS	TITLES	PAGE
6-0.00	REMUNERATION	
6-1.00	Classification Rules	58
6-2.00	Determination of Step	60
6-3.00	Salary	63
6-4.00	Premiums	66
6-5.00	Travel Expenses	69
6-6.00	Payment of Salary	70
6-7.00	Verification of Furnaces	71
6-8.00	Regional Disparities	73
6-9.00	Loan and Rental of Halls	78
7-0.00	MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT	
7-1.00	Vacant Positions	80
7-2.00	Temporary or Periodic Layoff	91
7-3.00	Security of Employment	93
7-4.00	Work Accidents and Occupational Diseases	108
7-5.00	Partial Disability	113
7-6.00	Contracting Out	114
7-7.00	Organization of Work	115
8-0.00	WORKING CONDITIONS	
8-1.00	Seniority	117
8-2.00	Workweek and Working Hours	119
8-3.00	Overtime	120
8-4.00	Disciplinary Measures	122
8-5.00	Health and Safety	124
8-6.00	Clothing and Uniforms	125
8-7.00	Technological Changes	126
9-0.00	SETTLEMENT OF GRIEVANCES, ARBITRATION AND DISAGREEMENT	
9-1.00	Procedure for Settling Grievances	127
9-2.00	Arbitration Procedure	128
9-3.00	Disagreement	132
10-0.00	SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES	
10-1.00	Employees Working Within the Framework of Adult Education Courses	133
10-2.00	Cafeteria Employees and Student Supervisors Working Ten Hours or Less per Week	136
10-3.00	Employees Working 15 Hours or Less per Week in a Day Care Service under the Aegis of a School Board	138

11-0.00

MISCELLANEOUS PROVISIONS

11-1.00	Contributions to a Savings Institution or Credit Union	143
11-2.00	Local Arrangements	143
11-3.00	Printing and Translation	144
11-4.00	Coming into Force of the Agreement	144
11-5.00	Appendices	146
11-6.00	Interpretation of Texts (Protocol)	146

CHAPTER 6-0.00 REMUNERATION**6-1.00 CLASSIFICATION RULES****Determination of the Class of Employment on the Date of the Signing of the Agreement**

6-1.01 The classification of an employee shall be that held on the date of the signing of the agreement.

Determination of the Class of Employment During the Agreement

6-1.02 As of his or her 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 provided for in the Classification Plan shall be based on the nature of the work and on the characteristic duties that the employee is principally and customarily required to perform.

6-1.04 At the time of hiring, the employee shall be informed in writing of his or her status, class of employment, salary, step, date of advancement in step in accordance with article 6-2.00 and job description.

6-1.05 Subsequently, the employee shall be informed of any change in his or her duties.

6-1.06 The employee who obtains a new position as a result of the application of article 7-1.00 or 7-3.00 and who claims that the new duties he or she must perform principally and customarily correspond to a class of employment which differs from the one obtained shall be entitled to file a grievance according to the usual procedure within ninety (90) days after he or she obtains the position. In the case of arbitration, clause 6-1.15 applies.

Change in Duties

6-1.07 The employee who claims that the duties he or she must perform principally and customarily as required by the board correspond to a class of employment which differs from his or her own may file a grievance according to the procedure for the settling of grievances provided for in article 9-1.00 of the agreement. Notwithstanding the time limit specified in the first subparagraph of paragraph A) of clause 9-1.03, the employee may validly submit a grievance as long as he or she is performing such duties.

In the event of arbitration, clause 6-1.15 shall apply and the ensuing decision cannot have any retroactive effect prior to the date on which it was filed with the board.

The fact that these changes occurred during the 1995-1998 collective agreement cannot invalidate the grievance as long as it was filed within thirty (30) working days of the date of the signing of the agreement.

6-1.08 The arbitrator who decides a grievance filed under clauses 6-1.06 and 6-1.07 shall only have the power to grant a monetary compensation equal to the difference between the employee's salary and the higher salary which corresponds to the class of employment the duties of which the employee proved that he or she performed principally and customarily as required by the board.

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

The monetary compensation prescribed in this article shall be calculated according to the terms and conditions provided for in clause 6-2.13.

6-1.09 If the arbitrator cannot establish the similarity referred to in clause 6-1.08, the following provisions apply:

A) within twenty (20) working days of the arbitrator's decision, the provincial negotiating parties shall meet in order to determine a monetary compensation in the salary scales provided for in the agreement and agree, if need be, on the class of employment on which the said compensation shall be determined in accordance with clauses 6-1.06 and 6-1.07;

B) failing an agreement, the union concerned by the arbitral decision may request that the arbitrator determine the monetary compensation by finding in the agreement a salary closest to a salary which corresponds to duties similar to those of the employee concerned in the public and parapublic sectors.

6-1.10 In the case of a grievance submitted under clause 6-1.06 or 6-1.07, if the board has not reestablished the employee's duties to those prior to the grievance within thirty (30) days following the arbitrator's decision by virtue of clause 6-1.08 or 6-1.09, the employee shall be reclassified automatically in his or her new class of employment.

6-1.11 When the board decides to maintain a position for which the arbitrator was not able to establish similarity under clause 6-1.09, it shall approach the provincial negotiating employer group 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 provided for in clauses 6-1.13 and 6-1.14 shall then apply.

6-1.12 As long as a new class has not been created and the salary has not been determined, the employee concerned shall continue to receive the monetary compensation provided for in clause 6-1.08 or 6-1.09 while he or she occupies the said position.

Creation of New Classes of Employment or Changes in Duties or Qualifications

6-1.13 If, during the term of the agreement and after consulting the provincial negotiating union group, new classes of employment are created by the provincial negotiating employer group or if the duties or qualifications of a class of employment are modified, the provincial negotiating parties shall determine the salary rate of these classes of employment on the basis of the rates provided for comparable positions in the public and parapublic sectors.

6-1.14 If, during the forty (40) working days following the notice of the creation of the new class of employment or the notification of a change made by the provincial negotiating employer group, there is no agreement with the provincial negotiating union group on the salary rate proposed by the provincial negotiating employer group, the provincial negotiating union group may then, within twenty (20) working days, submit a grievance directly to arbitration according to the procedure provided for in clause 6-1.15. The arbitrator must make a decision on the new rate by taking into account the rates in effect for similar positions in the public and parapublic sectors.

Arbitration

6-1.15 For the purpose of clauses 6-1.08, 6-1.09, 6-1.14 and 7-1.02, the grievances submitted to arbitration shall be decided upon, for the duration of the agreement, by one of the following arbitrators:

Jacques Bh  rer
Paul Charlebois
Pierre N. Dufresne
Lyse Tousignant

or any person appointed by the provincial negotiating parties to act as arbitrator in accordance with this clause.

The chief arbitrator whose name appears in clause 9-2.02 shall see to the distribution of the grievances among the arbitrators appointed pursuant to this clause. The procedure provided for in article 9-2.00 applies by making the necessary changes.

6-1.16 The time limits mentioned in this article are compulsory unless there is a written agreement to the contrary. Failure to comply with the time limits shall render the grievance null and void.

6-2.00 DETERMINATION OF STEP**At the Time of Hiring**

6-2.01 The salary step of each new employee shall be determined according to the class of employment assigned to him or her, taking into account his or her schooling and experience in accordance with this article.

6-2.02 The step usually corresponds to one complete year of recognized experience. It denotes the salary rate in the scales found in Appendix I.

6-2.03 An employee who possesses only the minimum required qualifications specified in the Classification Plan to enter a class of employment shall be entitled to the first step of the class.

6-2.04 An employee who possesses more years of experience than the minimum specified in the Classification Plan for the class of employment shall be granted one step per additional year of experience, provided that this experience be deemed valid and directly relevant to the duties outlined in the class of employment.

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

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

6-2.05 An employee who has successfully completed more years of schooling than the minimum required in the Classification Plan in an officially recognized institution shall be granted two (2) steps for each year of schooling in addition to the minimum required, provided that these studies are deemed directly relevant by the board and that they are greater than the qualifications required in terms of the schooling for the class of employment to which the employee belongs.

Advancement in Step

6-2.06 The first advancement in step shall be granted on January 1 or on July 1 which follows by at least nine (9) months the effective date of entry into service.

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

This clause applies subject to clause 6-2.08.

6-2.07 The employee who is temporarily laid off due to a periodic slowdown or seasonal shutdown of activities in his or her sector shall be considered as being in the service of the board during that period for the purpose of determining the date of his or her advancement in step as well as for the purpose of advancement in step.

6-2.08 The period of time spent in a step shall usually be one year and each step shall correspond to one year of experience.

Unless otherwise provided, no advancement in step shall be granted for the period from January 1, 1983 to December 31, 1983 and the step thus lost may in no way be recuperated.

Moreover, the months between January 1, 1983 and December 31, 1983 may not be taken into account when determining any subsequent step or when applying clauses 6-2.06, 6-2.13, 6-2.14 and 6-2.15.

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

6-2.09 The transition from one step to another shall be granted unless the employee's performance is unsatisfactory.

6-2.10 If the advancement in step is not granted, the board shall notify the employee and the union at least fifteen (15) days before the date foreseen for the said advancement. In the event of a grievance, the burden of proof rests with the board.

6-2.11 The advancement of two (2) additional steps shall be granted on the advancement date foreseen when the employee has successfully completed professional improvement studies equivalent to one year of full-time studies, provided that these studies are deemed directly relevant by the board and that they are greater in terms of schooling than the required qualifications specified in the Classification Plan for his or her class of employment.

6-2.12 A change in class of employment, a promotion, a transfer or a demotion shall not affect the date of the advancement in step.

Determination of the Step at the Time of a Promotion, Transfer or Demotion

6-2.13 At the Time of a Promotion

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

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

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

b) Category of Labour Support Positions

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

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

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

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

An employee shall receive an increase determined as follows:

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

b) Category of Labour Support Positions

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

- his or her overscale salary shall be increased by one third of the difference between the rate provided for the class of employment that he or she is leaving and the rate provided for the class of employment to which he or she is promoted; the salary rate shall ensure an increase of at least \$0.10/hour; the increase shall be paid as a lump sum spread over each of the employee's pays.

6-2.14 At the Time of a Transfer

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

6-2.15 At the Time of a Demotion

A) An employee demoted voluntarily shall receive the salary which corresponds to the more advantageous of the following formulas:

- a) he or she shall be placed in the step of the new class of employment the salary rate of which is immediately below that which he or she receives;
- b) he or she shall be placed in the step of the new class of employment corresponding to his or her years of experience recognized as being valid and directly relevant to the performance of the duties of this class of employment.

B) An employee demoted involuntarily shall obtain the salary which corresponds to the more advantageous of the formulas provided for in the preceding paragraph A), on the condition that the difference between the salary of his or her new class of employment and the salary he or she received before his or her demotion be made up by a lump sum spread over each of his or her pays and paid over a maximum period of two (2) years after the demotion.

However, the employee who, within a two (2)-year period following his or her demotion, obtains a position which would have constituted a transfer had he or she not been affected by a demotion shall then receive the same salary he or she would have received had he or she not been demoted.

6-2.16 An employee who receives a lump sum under clauses 6-2.13 and 6-2.15 of the former collective agreement shall continue to do so in accordance with the clauses referred to and for the time specified therein.

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

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

6-3.01 An employee shall be entitled to the salary rate applicable to him or her according to his or her class of employment as determined under article 6-1.00 and his or her step, if any, as determined under article 6-2.00.

Period from July 1, 1998 to December 31, 1998

6-3.02 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

- 6-3.03** 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%. These salary scales and rates are found in Appendix I of the agreement.

Period from January 1, 2000 to December 31, 2000

- 6-3.04** 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

- 6-3.05** 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 6-3.06** 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 6-3.07** 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.

Lump Sum

- A1 6-3.08** For the period from April 1 to June 30, 2003, an employee, other than the employee referred to in clauses 6-3.09, 6-3.11 and 6-3.12, 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 remunerated² from April 1 to June 30, 2003.

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.

² For the purposes of this clause, 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 clause, the hours paid at the overtime rate during the period specified are converted, on the basis of the applicable rate, into straight-time hours.

-
- A1 6-3.09** An employee, other than the employee referred to in clauses 6-3.11 and 6-3.12, whose employment ties were severed between January 1 and March 31, 2003 shall receive, within thirty (30) days of the date on which his or her employment ties were severed, if he or she has not, within a time limit of seven (7) days after his or her employment ended, informed the board of his or her intent to refuse the lump sum payment, a lump sum of two percent (2%) of the salary rate to which shall be added the 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 6-3.10** Clauses 6-3.08 and 6-3.11 shall apply, as the case may be, to an employee referred to in clause 6-3.09 who is newly hired by the board before July 1, 2003, provided that the employee has refused the lump sum payment prescribed in clause 6-3.09 within the time limit prescribed in that clause.
- Clauses 6-3.08 and 6-3.11 shall apply, as the case may be, to an employee governed by a collective agreement containing provisions in keeping with clause 6-3.09 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 6-3.11** The employee whose work is such that he or she must be laid off temporarily or periodically 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 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 6-3.12** The lump sum prescribed in clause 6-3.08 shall not apply to an employee referred to in clause 6-3.11 who is newly hired by the board before July 1, 2003 and whose status is other than that referred to in that clause.
- The lump sum prescribed in clause 6-3.08 shall not apply to an employee governed by a collective agreement containing provisions in keeping with clause 6-3.11 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 6-3.11.
- A1 6-3.13** Only the portion of the lump sum applicable to the employee's salary rate is pensionable.
- A1 6-3.14** The lump sums prescribed in clauses 6-3.08 to 6-3.12 shall cease to have effect on the dates set in those clauses, despite any obligation to maintain working conditions.

¹ For the purposes of this clause, 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 clause, the hours paid at the overtime rate during the period specified are converted, on the basis of the applicable rate, into straight-time hours.

A1 6-3.15 Special Cases

The parameters respecting the increases prescribed in clauses 6-3.03 to 6-3.07 also apply to the 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 in Appendix XXI.

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 or her class of employment, the minimum rate of increase is brought to the percentage necessary to permit the employee to reach the step or single salary rate.

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 or her as a lump sum calculated on the basis of his or her salary rate on December 31.

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.

Responsibility Premiums, Premiums for Regional Disparities and Other Premiums and Allowances

A1 6-3.20 The premiums and allowances referred to in this clause are found in the clauses mentioned hereinafter for the periods covered by clauses 6-3.21, 6-3.22, 6-3.23, 6-3.24, 6-3.25 and 6-3.26 respectively:

- responsibility premiums referred to in paragraphs A), B), C) and D) of clause 6-4.01;
- premiums (evening and night) referred to in paragraphs A) and B) of clause 6-4.02;
- annual isolation and remoteness premiums referred to in clause 6-8.02;
- premiums (loan and rental of halls) referred to in paragraphs A) and B) of clause 6-9.01.

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 6-3.21 Period from July 1, 1998 to December 31, 1998

The premiums in effect for the period from July 1, 1998 to December 31, 1998 are those found in article 6-4.00.

A1 6-3.22 Period from January 1, 1999 to December 31, 1999

The premiums in effect on December 31, 1998 shall be increased¹, effective on January 1, 1999, by a percentage equal to 1.5%.

The premiums in effect are those found in the agreement.

A1 6-3.23 Period from January 1, 2000 to December 31, 2000

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

The premiums in effect are those found in the agreement.

A1 6-3.24 Period from January 1, 2001 to December 31, 2001

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

The premiums in effect are those found in the agreement.

A1 6-3.25 Period from January 1, 2002 to March 31, 2003

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

The premiums in effect are those found in the agreement.

A1 6-3.26 Period Commencing on April 1, 2003

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

The premiums in effect are those found in the agreement.

6-4.00 PREMIUMS**A1 6-4.01 Responsibility Premiums****A) Lead Hand Premium**

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

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

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.

B) Premium for Additional Responsibility

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

Rate 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

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

Rate 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) Pipe Welder Premium

The welder who possesses the "high pressure welder certificate" issued by the Ministère du Travail and the Société québécoise de développement de la main-d'oeuvre or a certificate of competency in fitting and welding issued by the Ministère de la Solidarité sociale (Emploi Québec) shall receive, when he or she is required to work in this capacity, in addition to the salary rate provided for in his or her class of employment and for each hour thus worked, an hourly premium according to the rate in effect:

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

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

Rate 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
\$8.47/week	\$8.60/week	\$8.82/week	\$9.04/week	\$9.27/week	\$9.46/week

A1 6-4.02 Other Premiums

Evening and Night Shift Premium

A) Evening Shift Premium

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

Rate 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

B) Night Shift Premium

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

	Rate 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 ¹	\$0.81/hour	\$0.82/hour	\$0.84/hour			
Night shift premium ²						
- 0 to 5 years of seniority ³			11%	11%	11%	11%
- 5 to 10 years of seniority ³			12%	12%	12%	12%
- 10 or more years of seniority ³			14%	14%	14%	14%

Premiums are considered or paid only when an employee actually works his or her regular working hours.

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

² The premium comes into force on the date of the signing of the agreement.

³ For the employee not covered by article 8-1.00, the term "seniority" is replaced by "duration of employment".

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

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

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

6-5.00 TRAVEL EXPENSES

6-5.01 The employee who is required to travel within or outside the board's territory in order to perform his or her duties must be reimbursed for the expenses actually incurred for this purpose, upon presentation of supporting vouchers in accordance with the norms established by the board applicable to all of its administrative personnel.

6-5.02 In order to justify reimbursement, any travelling must be authorized by the competent authority.

6-5.03 The employee who uses his or her car shall be entitled to a reimbursement in accordance with the norms established by the board.

6-5.04 The other expenses (public transportation, taxis, parking, accommodations, meals) shall be reimbursed upon presentation of supporting vouchers in accordance with the norms established by the board.

6-5.05 Travelling time in the service of the board must be considered as work time if the employee travels the same day, with the consent of the board, from one workplace to another within the territory of the board.

6-5.06 The board shall not force an employee to transport heavy material or equipment which could damage or cause premature wear to his or her vehicle.

6-5.07 The possession of a vehicle may be a requirement for a position in which the employee is required to travel regularly in order to perform his or her duties.

However, if no such requirement existed at the time when the employee was assigned to the position, the possession of a vehicle as a subsequent requirement for this position shall not cause the employee concerned to lose his or her position or employment.

6-5.08 Subject to article 8-4.00, a tenured employee whose driver's license was lost, suspended or revoked, who notifies the board in writing of the circumstances and who cannot perform his or her duties in whole or in part shall obtain, upon written request to the board, a leave of absence without salary in accordance with article 5-9.00 for a period not exceeding twelve (12) months, unless the board can temporarily reassign the employee upon agreement with the union. In this case, the employee shall receive the salary corresponding to the new assignment.

Insurance

6-5.09 The employee who uses his or her automobile must provide proof that his or her insurance policy category is "pleasure and occasional business" or "pleasure and business" and that the public liability coverage is at least one hundred thousand dollars (\$100 000) for damages to another's property.

6-6.00 PAYMENT OF SALARY

6-6.01 Employees shall be paid by cheque every second Thursday in a confidential manner. If a Thursday falls on a paid legal holiday, employees shall be paid on the preceding working day. Moreover, employees shall receive a paycheque to cover the period ending June 30.

An employee must receive his or her first paycheque within a maximum period of four (4) weeks after he or she is hired.

However, rather than pay the salaries by cheque, the board and the union may agree to implement a different method of payment, such as a bank deposit system.

6-6.02 The pay slip must contain, in particular, the following information:

- A) the name of the board;
- B) the employee's surname and given name;
- C) the employee's class of employment;
- D) the date of payment and the period concerned;
- E) the number of hours paid at the regular rate and the hourly rate;
- F) the number of hours paid at the overtime rate and rate applicable;
- G) the nature and amount of premiums, indemnities or allowances paid;
- H) the union dues;
- I) the income tax deductions;
- J) the pension plan contributions;
- K) the contributions to the Québec Pension Plan;
- L) the employment insurance contributions;
- M) the deductions to a credit union, if any;
- N) the gross salary and net salary;
- O) the accumulated earnings and deductions and any other information as long as it was already provided by the board on the date of the signing of the agreement;
- P) any other information already provided by the board on the date of the signing of the agreement.

6-6.03 Before claiming the amounts paid in excess to an employee, the board shall reach an agreement with the employee and the union regarding the method of reimbursement. Failing an agreement, the board shall determine the terms and conditions of reimbursement which may include a deduction from the employee's pay. Such terms and conditions must not cause an employee to reimburse more than ten percent (10%) of his or her gross salary per pay.

6-6.04 The board shall inform the union and the employee concerned simultaneously of any cuts in salary ensuing from the application of the agreement.

6-6.05 In the event where the board omits to pay an employee on the date prescribed or pays him or her amounts which are less than the amounts owing, it shall, upon a request from the employee concerned, take the necessary interim measures, without delay, to pay the amounts owing.

6-6.06 On the day of his or her departure, the board shall give an employee a signed statement of the amounts owing as salary and fringe benefits.

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

6-6.07 The board shall inform the employee in writing of the amount collected in his or her name from the Commission de la santé et de la sécurité du travail (CSST).

6-6.08 The board shall indicate on the T-4 and Relevé 1 slips the amounts deducted as union dues.

6-7.00 VERIFICATION OF FURNACES

6-7.01 Subject to clause 8-3.04, the board may require an employee to carry out the verification of furnaces on Saturdays, Sundays and paid legal holidays in accordance with the following provisions.

6-7.02 When the board decides to offer the verification of furnaces to employees, it shall obtain once a year a list of employees interested in carrying out these verifications by posting a notice of at least five (5) working days.

6-7.03 The board shall forward the list of interested employees to the union.

6-7.04 For the purpose of applying clause 6-7.02, the board shall entrust the verification to employees registered on the list according to the following order:

A) the caretaker or night caretaker assigned to the building, school, adult education centre or vocational training centre concerned;

B) the class II maintenance workman assigned as an assistant caretaker to the building, school, adult education centre or vocational training centre concerned;

C) another employee in the labour support staff category assigned to the building, school, adult education centre or vocational training centre concerned;

D) another caretaker or night caretaker in the employ of the board;

E) another class II maintenance workman in the employ of the board working as an assistant caretaker;

F) another employee in the labour support staff category in the employ of the board.

Seniority shall prevail in each of the aforementioned steps.

6-7.05 An employee registered on the list shall agree to carry out the verifications required for the length of time mentioned in the notice. Should the employee be unable to carry out the verification for a short period of time for a valid reason, he or she must notify the board at least forty-eight (48) hours in advance.

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

- 6-7.06** The name of the employee who does not conform to clause 6-7.05 shall automatically be struck from the list.
- 6-7.07** Notwithstanding clause 6-7.05, an employee shall not be required to carry out the verification of furnaces if he or she is absent for a reason provided for in the agreement.
- 6-7.08** If the board is unable to have the required verifications carried out by the application of the preceding provisions, it may require any one of its employees to carry out the verifications.
- 6-7.09** If the law or the regulations require that employees who perform work related to the verification or supervision of furnaces possess special qualifications, the preceding provisions apply only to employees who possess those qualifications.
- 6-7.10** Notwithstanding the foregoing, if on the date of the signing of the agreement the verifications were carried out by employees other than those in the subcategory of maintenance and service staff, the board may continue to use the other employees.

- A1 6-7.11** The employee who is requested by the board to carry out the verification of furnaces shall receive for each visit to a school, adult education centre or vocational training centre, the following applicable amount:

Rate 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

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

- 6-7.12** Notwithstanding clause 6-7.11, the indemnity shall not be paid in the following cases:
- A) if the employee is absent from work on the preceding working day; however, if the employee is on a disability leave or a leave of absence with salary on the preceding working day, he or she may, subject to the other provisions of this article, carry out the verification if he or she notifies his or her immediate superior before noon on the preceding working day.
- B) if the employee is at school for any activity for which he or she is paid as provided for in the agreement, namely, loan and rental of halls or overtime; in no case shall the remuneration be less than that provided for in the first paragraph of clause 6-7.11.
- 6-7.13** The board and the union may agree on different terms and conditions regarding the verification of furnaces.

6-8.00 REGIONAL DISPARITIES**Section I Definitions**

6-8.01 For the purpose of this article, the following expressions mean:

A) Dependent

The spouse and dependent child¹ and any other dependent as defined in the Taxation Act provided that the latter resides with the employee. However, for the purpose of this article, the income earned from a job by the employee's spouse shall not nullify the latter's status as dependent.

The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the employee's place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the employee lives.

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

Point of Departure

Domicile in the legal sense of the word upon engagement insofar as the domicile is situated in one of the localities of Québec. This point of departure may be modified by an agreement between the board and the employee subject to it being situated in one of the localities of Québec.

The fact that an employee already covered by this article changes board shall not modify his or her point of departure.

B) Sectors**Sector I**

- Localities of Chapais and Chibougamau
- Locality of Témiscaming
- Locality of Matagami

Sector II

- Locality of Fermont
- Localities of the Îles-de-la-Madeleine

¹ Dependent child: a child of an employee, of an employee's spouse or of both or a child living with the employee and for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who depends on the employee for his or her financial support and who is under eighteen (18) years of age; every child under twenty-five (25) years of age who is a duly registered student attending a recognized learning institution on a full-time basis or a child of any age who became totally disabled before reaching his or her eighteenth (18th) birthday or before reaching his or her twenty-fifth (25th) birthday if he or she was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

Sector III

- Territory located north of the 51° of latitude including Kawawachikamach and Schefferville, except the locality of Fermont

Section II Rates of Premiums

- A1 6-8.02** The employee working in one of the sectors mentioned in clause 6-8.01 shall receive an annual isolation and remoteness premium according to the rates in effect:

		Annual Rates 1998-07-01 to 1998-12-31	Annual Rates 1999-01-01 to 1999-12-31	Annual Rates 2000-01-01 to 2000-12-31	Annual Rates 2001-01-01 to 2001-12-31	Annual Rates 2002-01-01 to 2003-03-31	Annual Rates as of 2003-04-01
SECTORS							
With dependents	Sector III	\$9 717	\$9 863	\$10 110	\$10 363	\$10 622	\$10 834
	Sector II	\$7 722	\$7 838	\$8 034	\$8 235	\$8 441	\$8 610
	Sector I	\$6 245	\$6 339	\$6 497	\$6 659	\$6 825	\$6 962
No dependents	Sector III	\$6 075	\$6 166	\$6 320	\$6 478	\$6 640	\$6 773
	Sector II	\$5 147	\$5 224	\$5 355	\$5 489	\$5 626	\$5 739
	Sector I	\$4 367	\$4 433	\$4 544	\$4 658	\$4 774	\$4 869

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

- 6-8.03** The amount of the isolation and remoteness premium shall be adjusted in proportion to the time worked by the employee in the board's territory included in one of the sectors described in clause 6-8.01.

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

Subject to the first paragraph of this clause, the board shall cease to pay the premium provided for in clause 6-8.02 if the employee and his or her dependents deliberately leave the territory during a paid leave or absence for more than thirty (30) days, except annual vacation, paid legal holidays, sick leave, maternity leave, adoption leave or leave due to a work accident.

- 6-8.04** If both members of a couple work for the same board or if both work for two (2) different employers in the public or parapublic sector, only one of the two may avail himself or herself of the premium applicable to the employee with dependents, if he or she has one or more dependents other than the spouse. If he or she has no dependent other than the spouse, each shall be entitled to the premium appearing in the "no dependents" scale, despite the definition of the term "dependent" found in clause 6-8.01.

Section III Other Benefits

- 6-8.05** The board shall assume the following expenses incurred by every employee recruited in Québec at a distance of more than fifty (50) kilometres from the locality where he or she is required to perform his or her duties, provided that it be situated in one of the sectors described in clause 6-8.01:

- A) the transportation expenses of the transferred employee and his or her dependents;

-
- B) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
- 228 kg for each adult or each child twelve (12) years of age and over;
 - 137 kg for each child under the age of twelve (12);
- C) the cost of transporting the employee's furniture (including household utensils), if need be, other than those provided by the board;
- D) the cost of transporting the employee's vehicle, if need be, on land, by boat or by train;
- E) the cost of storing the employee's furniture, if need be.

The weight of 228 kg provided for in paragraph B) of this clause shall be increased by 45 kg per year of active service during which the employee remained in the territory in the employ of the board. This provision shall cover the employee only.

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

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

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

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

6-8.06 If the employee eligible for the provisions of paragraphs B), C) and D) of clause 6-8.05 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the said provisions during the year following the date on which the assignment began.

6-8.07 These expenses shall be payable provided that the employee is not reimbursed by another plan, such as the federal mobility assistance program plan to look for employment or his or her spouse has not received an equivalent benefit from his or her board or from another source and solely in the following cases:

- A) the employee's first assignment: from the point of departure to the place of assignment;
- B) a subsequent assignment or transfer at the request of the board or the employee: from one place of assignment to another;
- C) breach of contract, resignation or death of the employee: from the place of assignment to the point of departure; in the case of sectors I and II, reimbursement shall only be made proportionately to the time worked in relation to a period of reference established at one year, except in the event of death;

D) when an employee obtains a leave of absence for educational purposes: from the place of assignment to the point of departure; in this case, the expenses mentioned in clause 6-8.05 shall also be payable to the employee whose point of departure is situated at fifty (50) kilometres or less from the locality where he or she performs his or her duties.

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

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

Section IV Outings

6-8.08 A) The board shall pay directly or reimburse the employee recruited from more than fifty (50) kilometres from the locality where he or she performs his or her duties for the expenses inherent to the following outings for the employee and his or her dependents:

a) the localities of Fermont, Kawawachikamach and Schefferville: four (4) outings per year for the employee with no dependents and three (3) outings per year for employees with dependents;

b) the localities of Îles-de-la-Madeleine: one outing per year.

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

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

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

In the cases provided for in paragraphs A) and B) of this clause, an outing may be used by a nonresident spouse or family member to visit the employee living in one of the localities mentioned in clause 6-8.01.

6-8.09 If an employee or one of his or her dependents must immediately leave his or her place of work situated in one of the localities mentioned in clause 6-8.01 because of an illness, accident or complication related to pregnancy, the board shall pay for the cost of the return flight. The employee must prove that it was necessary for him or her to leave immediately. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending nurse or physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person who had to leave his or her workplace immediately.

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

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

Section V Reimbursement of Transit Expenses

- 6-8.10** The board shall reimburse the employee, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if need be) for himself or herself and for his or her dependents when he or she is hired and on any authorized trip provided for in clause 6-8.08, provided that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts provided for in the policy established by the board applicable to all its employees.

Section VI Death of the Employee

- 6-8.11** In the event of the death of the employee or of one of his or her dependents, the board shall pay for the repatriation of the mortal remains. Moreover, in the event of the employee's death, the board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

Section VII Lodging

- 6-8.12** The obligations and practices of the board to provide lodging for the employee at the time of hiring shall be maintained only for the locations where they already existed.

The rent charged to the employees who benefit from lodging in the localities of Fermont and Schefferville shall be maintained at its June 30, 1998 rate.

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

Section VIII Provisions of Former Collective Agreements

- 6-8.13** In the event of benefits greater than the current plan for regional disparities resulting from the application of the former collective agreement or recognized administrative practices, they shall be renewed with the exception of the following elements of the agreement:

- the retention premium;
- the definition of "point of departure" found in clause 6-8.01;
- the rates of premiums and the calculation of the premium for the employee in a part-time position provided for in section II;
- the reimbursement of expenses related to moving and outings of the employee recruited from outside Québec provided for in sections III and IV;
- the number of outings when the employee's spouse works for the board or an employer in the public or parapublic sector provided for in section IV.

6-8.14 An employee working in the localities of Sept-Îles (including Clarke City), Port-Cartier, Gallix and Rivière Pentecôte shall receive a retention premium equal to eight percent (8%) of the annual salary.

6-9.00 LOAN AND RENTAL OF HALLS

A1 6-9.01 When the board decides to assign work to its employees within the framework of this article, the employee to whom the board assigns the task outside of his or her regular working hours shall be paid according to the following provisions:

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

Rate 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
\$13.07	\$13.27	\$13.60	\$13.94	\$14.29	\$14.58

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

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
\$15.34	\$15.57	\$15.96	\$16.36	\$16.77	\$17.10

C) if the regular rate of the employee concerned is higher, the regular rate shall apply;

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

6-9.02 For the purpose of applying clause 6-9.01, if the board decides to assign work related to the loan and rental of halls to an employee, it shall do so in the following order:

A) the caretaker or night caretaker assigned to the building, school, adult education centre or vocational training centre concerned;

B) the class II maintenance workman assigned as an assistant caretaker to the building, school, adult education centre or vocational training centre concerned;

C) another employee in the labour support staff category assigned to the building, school, adult education centre or vocational training centre concerned;

D) another caretaker or night caretaker in the employ of the board;

E) another class II maintenance workman in the employ of the board working as an assistant caretaker;

F) another employee in the labour support staff category in the employ of the board;

G) another employee of the board.

Seniority shall prevail in each of the steps mentioned above.

6-9.03 An employee's minimum remuneration for a day, under this article, shall equal, for each period covered by the agreement, the sum of the amounts prescribed in paragraphs A) and B) of clause 6-9.01 for one hour of work.

6-9.04 The claim duly signed by the employee and approved by the board shall be paid within a maximum period of one month.

6-9.05 However, the board and the union may agree on different terms and conditions regarding the loan and rental of halls.

CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT

7-1.00 VACANT POSITIONS

Section I General Provisions

This section applies subject to the provisions of section II.

7-1.01 When a position becomes permanently vacant, the board shall have a period of twenty-five (25) working days in which to decide to:

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

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

Then, the board shall immediately proceed according to clause 7-1.03 or 7-1.04 or according to section II of this article.

7-1.02 The assignment by the board of the duties of an abolished position to other employees cannot create an excessive workload or endanger the health and safety of the employees.

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

Failing an agreement, the employee may file a grievance according to the procedure provided for in clause 6-1.07. However, in the event of arbitration, clause 6-1.15 shall apply and the arbitrator shall carry out the mandate conferred under clauses 6-1.03, 6-1.08 and 6-1.09.

7-1.03 Subject to article 7-3.00 and clause 7-1.04, when the board decides to fill a permanently vacant or newly created position, other than a temporary position, it shall proceed in the following order:

- A) it shall choose, in the same class of employment, from among the surplus employees, the surplus members of the support staff in its employ, the tenured employees benefiting from a right to return under article 7-3.00 or clause 7-4.20 and the employees benefiting from a right to reintegrate their municipal territory following an amalgamation, annexation or restructuring of their board;
- B) it shall choose, regardless of the class of employment, from among the surplus employees and the surplus members of the support staff in its employ except the surplus employees who held a day care service position before being placed in surplus;
- C) subject to clause 7-1.14, it shall address all its employees by posting a notice in accordance with clause 7-1.13;
- D) it shall contact the Provincial Relocation Bureau which may refer a surplus member of the support staff from another school board except an employee who held a day care service position before being placed in surplus;

- E) it shall choose from among the regular employees laid off for less than two (2) years;
- F) it shall choose from among the members of the management staff in its employ in surplus by virtue of and within the meaning of the document governing their working conditions;
- G) it shall choose from among:
 - a) the employees covered by articles 10-1.00, 10-2.00 and 10-3.00 who have completed their probation period; in addition, the employee shall benefit from this paragraph for a period of eighteen (18) months after he or she is laid off;
 - or
 - b) the temporary employees who have completed six (6) months of service with the board within twelve (12) consecutive months or are registered on the priority of employment lists provided for in clauses 7-1.29 to 7-1.35. These employees shall benefit from this paragraph for a period of twelve (12) months after they are laid off;
- H) it shall contact the Provincial Relocation Bureau which may refer a regular employee from another school board who has been laid off for less than two (2) years;
- I) it shall choose an external candidate whose qualifications are superior to those of the candidate refused in one of the steps prescribed in this clause.

7-1.04 When the board decides to fill a permanently vacant or newly created special education position, other than a temporary position, it shall proceed with a movement of personnel which takes place twice a year in the manner prescribed in this clause.

- A) At the beginning of the school year, at a date agreed locally, during an assignment session or by posting
 - a) The board shall fill the full-time newly created or vacant positions in the following manner:
 - 1) it shall choose, in the same class of employment and according to seniority, from among the tenured employees, the surplus employees and the tenured employees who have a right to return under article 7-3.00 or a right to occupy an available suitable position under clause 7-4.20 or a right to reintegrate their municipal territory following an amalgamation, annexation or restructuring of their board.

The board shall allow the employee whose position is abolished or who is displaced to exercise the choice prescribed in clause 7-3.08 or 7-3.09;
 - 2) it shall choose, according to seniority, from among all surplus employees and surplus members of the support staff in its employ;
 - 3) it shall choose, in the same class of employment and according to seniority, from among the nontenured regular employees;
 - 4) failing this, it shall fill the position according to clause 7-1.03. However, employees covered by subparagraphs 1 to 3 shall not be considered.

- b) The board shall fill the part-time newly created or vacant positions in the following manner:
- 1) it shall choose, in the same class of employment and according to seniority, from among the regular employees, the surplus employees and the tenured employees who have a right to return under article 7-3.00 or a right to occupy an available suitable position under clause 7-4.20 or a right to reintegrate their municipal territory following an amalgamation, annexation or restructuring of their school board;
 - 2) failing this, it shall fill the position according to clause 7-1.03. However, employees covered by the preceding subparagraph shall not be considered.
- B) Before the end of the first term of the board's school calendar or at another date agreed between the board and the union, when the board decides to fill a vacant or newly created position other than a temporary position, it shall proceed according to paragraph A) of this clause, despite the fact that reference is made to the beginning of the school year except for the second subparagraph of paragraph 1). At that time, the board must fill any position providing services to a student or students that it decides to fill following a teacher's report¹ submitted to the principal before September 15 of the school year. Following the first term, if the board decides to fill the position, it cannot proceed according to clause 7-1.06.

The board shall proceed by means of an assignment session or posting.

No displacement may occur at that time.

- C) If the board proceeds by means of an assignment session by the application of paragraph A) or B) above, only the movement of personnel that continues until the end of the session shall take effect.

Any movement of personnel resulting from the application of paragraph A) of this clause shall take effect on the date prescribed in the first paragraph of clause 7-3.01. Any movement resulting from the application of paragraph B) shall take effect between the date of the assignment session and the first day of the second term of the school calendar of the board.

Any vacant or newly created position after the second assignment session shall be filled according to clause 7-1.03.

7-1.05 In applying paragraph B) of clause 7-1.04, when hours are added to a position, the incumbent must, according to seniority, choose a new position from among the available vacant positions.

7-1.06 As of the second term of the school calendar of the board or at another date agreed between the board and the union, the board may add hours to a special education position on a temporary basis following the deterioration of a student's condition. These working hours are first assigned to the employee working with the student or students concerned. The hours shall not be added if there is a conflict in the existing schedule.

¹ Teacher's report provided for in article 8-9.00 of the E-1 teachers' collective agreement (1995-1998) or in a similar article in a teachers' collective agreement to which the CPNCA is a party.

If the board decides to add weekly working hours following the arrival of a new student in the class or the deterioration of a student's condition until the next application of clause 7-1.04, it shall offer the position subject to the preceding paragraph and to clause 7-3.11 in the following order:

- A) according to seniority, to an employee in the class of employment concerned working in the school concerned and who can add the working hours;
- B) the board shall proceed according to clause 7-1.03 or 7-1.23, as the case may be. However, the employees covered by this clause shall not be considered.

The board shall not assign additional hours to an employee if this causes a conflict in the existing schedule.

The assignment of additional hours to an employee shall not have the effect of modifying the employee's status or position and shall not be considered as overtime.

In the case of a part-time leave without salary, the board and the employee concerned must, if need be, agree to modify the position or the schedule of the leave so as to avoid the presence of more than one technician with the same student.

The board shall inform the union of the assignment of additional hours carried out in accordance with this clause.

7-1.07 When an employee benefiting from the right to reintegrate his or her municipal territory within the framework of paragraph A) of clause 7-1.03 and subparagraph 1) of subparagraphs a) and b) of paragraph A) of clause 7-1.04 refuses a position offered within this context, he or she shall then lose all the rights inherent to his or her right to reintegrate his or her municipal territory.

7-1.08 In exceptional cases, when, within the framework of paragraph C) of clause 7-1.03 and paragraph A) of clause 7-1.04, an employee who holds a part-time position obtains a full-time position, the period of time constituting active service during which the employee occupied a part-time position with the board shall then be recognized for the purpose of acquiring tenure.

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

In keeping with paragraph C) of clause 7-1.03 and paragraph A) of clause 7-1.04, this clause can apply only after the three (3)-month adaptation period provided for in clause 7-1.21.

7-1.09 Employees referred to in subparagraph 1) of paragraph G) of clause 7-1.03 who cannot retain their position during the probation period shall remain employees covered by article 10-1.00, 10-2.00 or 10-3.00, as the case may be, without losing any rights; in this context, such an employee shall return to his or her former position or shall resume his or her layoff period, as the case may be, thus cancelling any movement of personnel due to the fact that a position was obtained under clause 7-1.03, the foregoing subject to the provisions contained in article 10-1.00, 10-2.00 or 10-3.00.

7-1.10 The employee or person demoted as a result of the application of paragraph B) of clause 7-1.03 or subparagraph 2) of subparagraph a) of paragraph A) of clause 7-1.04 shall benefit from the provisions of clauses 7-3.14 and 7-3.15.

7-1.11 In the cases provided for in clauses 7-1.03 and 7-1.04, the employee or person concerned must have the required qualifications and meet the other requirements determined by the board.

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

In the case of employees or persons referred to in paragraph A) of clause 7-1.03 or subparagraph a) of paragraph A) of clause 7-1.04 except the tenured employee who holds a position or who must exercise a choice according to clause 7-3.08, the employee or person who has the least seniority shall be required to accept it.

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

7-1.12 Any movement resulting from the application of paragraphs B), D) and F) of clause 7-1.03 or subparagraph 2) of subparagraph a) of paragraph A) of clause 7-1.04 cannot constitute a promotion or have the effect of assigning to the person selected a salary scale the maximum of which is higher than that of his or her salary scale before being placed in surplus or before acquiring a status equivalent to that of a surplus employee.

7-1.13 Among other things, the notice of posting includes:

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

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

In keeping with clause 7-1.24, the posting must also include the following information:

- the original position held by the regular employee assigned to a specific position shall continue to hold such a position for the first twenty-four (24) months;
- the specific position becomes a regular position if it is maintained beyond the first twenty-four (24) months;
- in such a case, the position shall be granted to the employee who held the specific position concerned.

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

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

- 7-1.14** Notwithstanding clause 7-1.01, the board may defer the posting to the following posting period. Posting periods shall take place in July, November and February or at other times agreed by the board and the union.

Vacant positions for which the posting was deferred to July 1 and which are not filled by the application of article 7-3.00 must be posted during the first week of September or at any other time agreed by the board and the union.

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

- 7-1.15** When the board offers a position to an employee, the employee must give his or her reply to the person responsible for the posting within forty-eight (48) hours of the offer. Should the employee refuse the position, the board shall offer the position to the next eligible employee.

- 7-1.16** Within twenty (20) working days of the end of the posting, the person responsible for the posting shall forward his or her recommendation to the competent authority. The competent authority must appoint an employee as soon as possible. Within the same time limit, the board shall forward to the union the names of the candidates and their seniority and shall indicate the candidate selected.

- 7-1.17** An employee shall assume his or her duties within fifteen (15) working days of his or her appointment. Failing this, the board shall grant the class of employment and the conditions pertaining to the new position as if he or she had assumed his or her duties.

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

- 7-1.18** The board may continue to draw up eligibility lists for promotion to certain classes of employment according to the terms and conditions provided for in former collective agreements.

- 7-1.19** As an exception to the provisions of clause 7-1.11, failing sufficient schooling, relevant experience shall compensate at a ratio of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the relevant years of experience to a candidate's credit must remain sufficient in order to meet the qualifications required for the class of employment in terms of experience. This rule of exception applies to the subcategory of paratechnical support positions, the category of administrative support positions and the category of labour support positions.

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

7-1.20 Subject to clause 7-1.17, the employee assigned on a regular basis to a position shall receive the title of the class of employment and the inherent salary as of his or her assignment.

7-1.21 At any time during the three (3)-month adaptation period following a promotion, if the board determines that the employee does not carry out his or her duties adequately, it shall notify the union and return the employee to his or her former position. In the event of arbitration, the burden of proof lies with the board.

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

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

7-1.22 When the board decides to fill a temporarily vacant position, it shall proceed in the following manner:

A) If the duration foreseen for the temporary vacancy is at least ten (10) working days:

- a) it shall assign a surplus employee or a surplus member of the support staff in its employ to this position;
- b) failing this, in accordance with clauses 7-4.15, 7-4.18 and 7-5.01, the board may offer a temporary assignment to an employee in its employ who is unable to occupy his or her position for medical reasons. It may also assign a member of the support staff in its employ for the same reasons;
- c) failing this, in accordance with clause 7-3.10, it shall offer the position to an employee who has been laid off under clause 7-3.08 or 7-3.09 and who held a special education position immediately before being laid off.

In this case, the employee shall not accumulate active service for the purposes of acquiring tenure;

- d) failing this, the board shall offer the position to the employee in the same office, department, school, adult education centre or vocational training centre, as the case may be, for whom the assignment would constitute a promotion;
- e) if no employee accepts the offer mentioned in subparagraph d), the board shall offer the position to the other employees in the same office, department, school, adult education centre or vocational training centre, as the case may be, for whom the assignment would constitute a transfer or a demotion;
- f) failing this, the board shall offer the position to a regular employee who has been laid off for less than two (2) years;
- g) failing this, the board may designate an employee of its choice who accepts to fill the position temporarily; if no employee accepts, the board may designate the employee who is capable of filling the position and who has the least seniority except an employee mentioned in the preceding subparagraph f). This assignment must not have the effect of causing the employee to hold two (2) positions simultaneously;

- h) failing this, the board may hire a temporary employee:
 - 1) it shall proceed according to the priority of employment provided for in clauses 7-1.29 to 7-1.35;
 - 2) in other cases, it may hire a temporary employee of its choice.

In the context of the preceding subparagraphs c), d), e) and f), the regular laid-off employee in a temporarily vacant position shall not accumulate active service for the purpose of acquiring tenure.

- B) If the duration foreseen for the temporary vacancy is less than ten (10) working days:
 - a) the board shall proceed according to subparagraphs a) and c) of the preceding paragraph A);
 - b) failing this, the board shall proceed according to subparagraph g) of the preceding paragraph A) or it may choose to hire a temporary employee.

In the context of this clause, the employee or person concerned may obtain the position only if he or she has the required qualifications and meets the other requirements determined by the board.

7-1.23 When the board has particular work to be performed in the event of an increase in workload, subject to clause 7-1.06, it shall proceed in the following manner:

- A) it shall offer the position to a surplus employee or a surplus member of the support staff in its employ;
- B) failing this, pursuant to clause 7-3.10, it shall offer the position according to seniority to a laid-off employee under clause 7-3.08 or 7-3.09 who held a special education position immediately before being laid off.

In this case, the employee shall not accumulate active service for the purposes of acquiring tenure;

- C) failing this, the board shall offer the position to an employee who has been laid off for less than two (2) years. In this case, the employee shall not accumulate any active service for the purpose of acquiring tenure;
- D) failing this, the board may offer the position to a temporary employee:
 - 1) the board shall proceed according to the priority of employment prescribed in clauses 7-1.29 to 7-1.35;
 - 2) in other cases, it may hire a temporary employee of its choice.

In the context of this clause, the employee or the person concerned may only obtain the position if he or she has the required qualifications and meets the other requirements determined by the board.

7-1.24 Before creating a specific position, the board must consult the union. The consultation must deal with the nature, duration and staff required for the project as well as its source of financing. When the board decides to fill a specific position, it shall proceed as follows:

- A) it shall assign a surplus employee to the position;

B) failing this, it shall post a notice according to clause 7-1.13 and shall proceed as follows:

- a) it shall offer the position by choosing, according to seniority, from among the regular employees who have applied for the position;
- b) failing this, the board may offer the position to a temporary employee:
 - 1) the board shall proceed according to the priority of employment prescribed in clauses 7-1.29 to 7-1.35;
 - 2) in other cases, it may hire a temporary employee of its choice.

The position held by the regular employee assigned to a specific position shall continue to hold such a position for the first twenty-four (24) months.

When the board decides to fill a temporarily vacant position because the incumbent is assigned to a specific position, it shall proceed according to paragraph A) of clause 7-1.22.

In the context of this clause, the employee or the person concerned may only obtain the specific position if he or she has the required qualifications and meets the other requirements determined by the board.

7-1.25 The regular employee assigned temporarily to a position which constitutes a promotion for him or her shall be remunerated, as of the first day of the assignment, in the same manner as if he or she were promoted to the position.

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

7-1.26 An employee's salary shall not be reduced as a result of a temporary assignment requested by the board.

7-1.27 In the case of an administrative reorganization, the board and the union may agree on special rules pertaining to the movement of personnel.

7-1.28 Notwithstanding the provisions of this chapter, the board may, at any time, with the consent of the union, carry out other reassignments for administrative reasons, subject to clause 7-3.21. These reassignments shall take place within the same class of employment.

Priority of Employment Lists

7-1.29 When the board decides to fill a temporarily vacant position within the meaning of subparagraph h) of paragraph A) of clause 7-1.22 or paragraph D) of clause 7-1.23 or subparagraph b) of paragraph B) of clause 7-1.24 or according to the posting within the meaning of subparagraph b) or paragraph G) of clause 7-1.03, it shall offer the position to an employee according to the duration of employment from among those registered on the priority of employment list and who have the required qualifications of the position as determined in the Classification Plan and who meet the other requirements determined by the board.

- 7-1.30** The duration of employment shall be calculated in years, months, days and, where applicable, hours.
- 7-1.31** A priority of employment list shall be drawn up for each category of employment: technical and paratechnical support, administrative support and labour support. The name of an employee may not be entered on more than one list.
- 7-1.32** To be eligible for a priority of employment list, the employee must meet the following criteria: must have worked within the framework of a replacement or a temporary increase in work for at least four (4) months during the preceding twelve (12) months, must have received a satisfactory evaluation and whom the board decides to include on the list.
- 7-1.33** The name of an employee may be struck from the priority of employment list for one of the following reasons:
- A) refusing an offer of employment except for:
 - a) a maternity leave, an adoption leave or a paternity leave covered by the Act respecting labour standards;
 - b) a disability or work accident within the meaning of the agreement;
 - c) a position within the Centrale, the Fédération du personnel de soutien scolaire or the union;
 - d) a reason agreed by the board and the union;
 - B) failing to report for work on the date agreed by the employee and the employer without a reason deemed valid by the board;
 - C) having obtained a full-time position;
 - D) not having worked for eighteen (18) months.
- 7-1.34** The lists shall be updated on July 1 of each year according to the duration of employment accumulated on June 30 of each year. A copy shall be sent to the union before July 31.
- 7-1.35** A local arrangement, within the meaning of article 11-2.00 of the agreement, may replace or modify the provisions dealing with priority of employment lists.

Section II Special Provisions - Day Care Service

- 7-1.36** This section applies to a regular employee and to a probationary employee working in a day care service and, when specific reference is made in the text, to an employee covered by article 10-3.00.

This section applies to day care service positions only.

- 7-1.37** Only the following clauses of article 7-1.00 apply to regular employees or probationary employees in a day care service: 7-1.01, 7-1.02, 7-1.13, 7-1.15, 7-1.16, 7-1.17, 7-1.18, 7-1.20, 7-1.21, 7-1.25, 7-1.26, 7-1.27 and 7-1.28.

Paragraph C) of clause 7-1.03 applies to an employee covered by this section who submits an application for a position other than the one defined in clause 1-2.22.

7-1.38 Every year, in the context of the security of employment procedures prescribed in section II of article 7-3.00 and, in particular, clause 7-3.33, when the board decides to fill a vacant or newly created position in a day care service other than a temporary position, it must proceed in the following order:

- A) it shall fill the position by choosing, according to seniority, from among the tenured regular employees who have chosen, according to clause 7-3.34 or 7-3.37, to exercise their priority for a vacant position;
- B) it shall fill the position by choosing, according to seniority, in the same class of employment, from among the employees in surplus or benefiting from a right of return under clause 7-3.40, 7-3.42 or 7-4.20 and the employees benefiting from a right to reintegrate their municipal territory following an amalgamation, annexation or restructuring of their board;
- C) it shall fill the position by choosing, according to seniority, in another class of employment prescribed in clause 1-2.22, from among the surplus employees;
- D) it shall fill the position by choosing, according to seniority, from among the nontenured regular employees who have chosen, according to clause 7-3.34 or 7-3.37, to exercise their priority for vacant positions;
- E) it shall address, as quickly as possible, all day care service staff by means of a posting or an assignment session and shall fill the positions by choosing first, according to seniority, and then, where applicable, by duration of employment from among the employees covered by article 10-3.00.

Regular employees laid off for less than two (2) years are included among these employees;

- F) it shall contact the Provincial Relocation Bureau which may refer a surplus employee from a day care service in another school board;
- G) failing this, it may hire any other person.

The positions that the board identifies as being vacant, in the context of paragraph D) of clause 7-3.32, cannot be abolished while this clause is being applied.

7-1.39 As a result of and until the next movement of personnel and security of employment procedure prescribed in section II of this chapter, the increases in workload, additional hours and replacement hours shall be filled temporarily by the board in the following order of priority:

- A) an employee in surplus or benefiting from a right of return according to clause 7-3.40 or 7-3.42 according to seniority;
- B) an employee in the day care service concerned first according to seniority then, where applicable, duration of employment from among the employees covered by article 10-3.00.

However, during pedagogical days and spring break, an increase in workload for a given group is first assigned to the day care service educator working with this group.

The application of this clause does not change the status or the position of the employee concerned. In the case of an employee who holds a position under article 10-3.00, the increases prescribed in clause 10-3.01 apply for each hour worked.

The board cannot be required to assign work prescribed in this article to an employee if this has the effect of causing him or her to carry out a number of weekly working hours that is greater than the workweek prescribed in the Act respecting labour standards or the inherent regulations.

- 7-1.40** When an employee benefiting from the right to reintegrate his or her municipal territory in the context of paragraph B) of clause 7-1.38 refuses the position offered, he or she shall then lose all the benefits associated with his or her right to reintegrate his or her municipal territory.
- 7-1.41** Employees covered by paragraph E) of clause 7-1.38 who cannot retain their position during the probation period shall remain employees covered by article 10-3.00 without losing any rights; in this context, the employee shall be reinstated in his or her former position or shall again be placed in surplus as the case may be. This cancels any movement of personnel as a result of a position obtained in the context of clause 7-1.38, subject to article 10-3.00.
- 7-1.42** The employee who is demoted as a result of the application of paragraph C) of clause 7-1.38 shall benefit from clause 7-3.40.
- 7-1.43** Any movement resulting from the application of paragraphs C) and F) of clause 7-1.38 cannot constitute a promotion or have the effect of granting the person selected a salary scale the maximum of which is greater than the maximum of his or her salary scale before being placed in surplus.
- 7-1.44** In all cases, the employee concerned must have the required qualifications and meet the other requirements determined by the board.

As an exception to the preceding paragraph, failing sufficient schooling, relevant experience shall compensate at a ratio of two (2) years of relevant experience for each year or insufficient schooling, it being understood that after deduction the balance of the relevant years of experience to a candidate's credit must remain sufficient in order to meet the qualifications required for the class of employment in terms of experience. This rule of exception applies to the positions of day care service educator.

However, the employees already in the class of employment of person-in-charge of a day care service are deemed to have the required qualifications for the class of employment held.

In the 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.

- 7-1.45** In the case of employees covered by paragraphs B) and C) of clause 7-1.38, the employee who has the least seniority shall be required to accept the position.

7-2.00 **TEMPORARY OR PERIODIC LAYOFF**

Section I **Temporary Layoff**

- 7-2.01** An employee whose work is such that he or she must be temporarily laid off because of a periodic slowdown or seasonal shutdown of activities in his or her sector shall not benefit from the provisions of article 7-3.00.

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

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

7-2.02 After consulting the union, before May 1 of each year, the board shall establish the approximate duration of every temporary layoff and the order in which each one shall be carried out.

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

7-2.03 The board shall notify the employee of the date and the approximate duration of the temporary layoff at least one month before the effective date of such layoff and shall notify him or her of the provisions of clause 7-2.04. A copy of the notice shall be sent to the union at the same time.

7-2.04 The employee who is laid off temporarily shall be given priority to fill a position of a temporary nature during that period, unless the board can use a surplus member of the support staff in its employ, covered or not by the agreement. In order to benefit from such a priority, the employee must inform the board in writing of his or her intention to accept the position which could be offered to him or her within the five (5) working days after the notice provided for in clause 7-2.03 is received. Moreover, the employee must have the required qualifications and meet the other requirements determined by the board. He or she shall receive the salary rate of the position he or she holds temporarily.

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

7-2.05 Subject to the permanent abolition of his or her position, the employee shall be reinstated in his or her position at the end of the temporary layoff period.

7-2.06 Moreover, the employee laid off temporarily in accordance with this article shall be covered by the following provisions:

A) during the temporary layoff period, the employee shall benefit from the life insurance and health insurance plans provided that he or she pay, during the period of active service, his or her share of the annual premium plus tax, where applicable;

B) for the purpose of determining vacation as provided for in clauses 5-6.08 and 5-6.09, the employee shall be considered in the service of the board during the temporary layoff period.

7-2.07 Notwithstanding the application of clauses 7-2.02, 7-2.03 and 7-2.04 of this article, the board may temporarily lay off regular employees or probationary employees in a day care service when students are absent as prescribed in the school calendar for a reason other than a paid legal holiday within the meaning of article 5-2.00 or when a daily recurring decrease in the number of students entails a reduction in the number of groups.

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

Section II Periodic Layoff

7-2.08 The periodic layoff associated with a position cannot circumvent the application of article 5-2.00 to the Christmas holidays.

7-2.09 A periodic position does not include a temporary layoff within the meaning of article 7-2.00. Consequently, the periodic layoff cannot correspond to the period prescribed in the second paragraph of clause 7-2.02.

7-3.00 **SECURITY OF EMPLOYMENT**

Section I General Provisions

Subject to the provisions of section II, this section applies to regular employees and probationary employees.

7-3.01 Subject to article 7-1.00, the board may only abolish positions on:

- a date agreed with the union before the beginning of classes in the case of special education positions. Failing to agree on a date must not have the effect of preventing the board from abolishing a position on September 1;
- July 1 for positions in other classes of employment.

The board and the union may agree to modify each of these dates.

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

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

- A) when the position is transferred by a distance of less than ten (10) kilometres from an employee's usual place of work; however, the board and the union may agree on another radius;
- B) when there is a change in the hierarchical relationship;
- C) when the position is transferred to another administrative unit in the same building;
- D) when the distribution of the working time among the administrative units or buildings located in the radius prescribed in paragraph A) is modified.

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

7-3.02 The board may assign the duties of an abolished position to other employees. The assignment may not cause employees to have an excessive workload or endanger their health or safety.

7-3.03 When, within the framework of clause 7-3.01, the board intends to modify or abolish a position, it shall inform the union of:

- A) the position deemed in surplus or to be modified;

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

Depending on his or her status, the employee whose position is abolished shall be reassigned to another position, placed in surplus, laid off or have his or her employment terminated according to the following provisions.

- 7-3.04** The board shall consult the union on the validity of the abolition at least sixty (60) days before the date specified in clause 7-3.01 in the case of the first paragraph of that clause and, at least thirty-five (35) days before that date, in the case of the third paragraph.

Following the consultation:

- A) the board shall identify the positions it is abolishing;
- B) it shall inform in writing the employee whose position is abolished at least forty-five (45) days before the date specified in paragraph C) of clause 7-3.03 and shall indicate the pertinent choices offered to him or her in accordance with clauses 7-3.05 to 7-3.12; the employee must communicate his or her decision in writing within three (3) days of receiving this notice. The board and the union may agree that the choices of employees be conveyed to the board during a meeting of the employees concerned.

For every other employee who has a choice to be exercised in accordance with clause 7-3.05 or 7-3.09, the board shall indicate the choices offered to him or her in accordance with clauses 7-3.05 or clauses 7-3.08 and 7-3.09 and the employee shall convey his or her decision within the time limit prescribed in the preceding paragraph;

- C) the regular employee who must be laid off or placed in surplus shall receive at least a thirty (30)-day notice prior to the date prescribed in paragraph C) of clause 7-3.03;
- D) notwithstanding the preceding paragraphs, in the case of the abolition referred to in the third paragraph of clause 7-3.01, the forty-five (45)-day notice mentioned in the preceding paragraph B) shall be replaced by a thirty (30)-day notice and the notice mentioned in the preceding paragraph C) shall be replaced by a fifteen (15)-day notice;
- E) the probationary employee whose employment terminates shall receive a fourteen (14)-day notice;
- F) any movement of personnel resulting from the application of clause 7-3.05, 7-3.08 or 7-3.09 shall take effect on the date specified in paragraph C) of clause 7-3.03.

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

However, in the case of special education positions, the board and the union must agree to modify the dates and the time limits prescribed. Failing agreement, the board must proceed during the month of August according to the dates and the time limits prescribed in paragraph D) of this clause.

7-3.05 Subject to clause 7-3.10, the following provisions apply to the employee whose position is abolished as well as to the employee who is displaced except the employee whose position is abolished or who is displaced by the application of clause 7-3.08 or 7-3.09.

A) If he or she is a probationary employee, his or her employment shall be terminated.

B) If he or she is a nontenured regular employee, he or she must choose in his or her class of employment either:

a) to be reassigned to a vacant position, subject to the application of paragraphs A) and B) of clause 7-1.03, notwithstanding the other paragraphs of this clause;

or

b) to displace an employee who has less seniority.

If an employee fails to exercise one of these choices, he or she must choose in another class of employment, except the classes of employment of day care service educator and person-in-charge of a day care service, either:

c) to be reassigned to a vacant position, subject to the application of paragraphs A) and B) of clause 7-1.03, notwithstanding the other paragraphs of this clause;

or

d) to displace an employee who has less seniority.

Failing this, he or she shall be laid off.

C) If he or she is a tenured employee, he or she must choose in his or her class of employment either:

a) to be reassigned to a vacant position, notwithstanding clause 7-1.03;

or

b) to displace an employee who has less seniority.

If an employee fails to exercise one of these choices, he or she must choose in another class of employment, except the classes of employment of day care service educator and person-in-charge of a day care service, either:

c) to be reassigned to a vacant position, notwithstanding clause 7-1.03;

or

d) to displace an employee who has less seniority.

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

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

Notwithstanding the preceding paragraph, when the application of this clause has the effect of offering an employee who occupies a full-time position to displace an employee who occupies a part-time position, the employee who occupies a full-time position may then displace the employee who has the least seniority in his or her class of employment in a full-time position. An abolition cannot create more than four (4) displacements. The fourth employee displaced as a result of the abolition must, if he or she is a regular employee, choose a vacant position or, failing this, he or she shall be placed in surplus or laid off according to his or her status.

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

- 7-3.06** Clauses 7-3.07 to 7-3.11 apply only to employees in a special education position and to positions covered by the definition of special education position.

Any movement of personnel provided for in these clauses may be carried out in the context of an assignment session prescribed in clause 7-1.04 or according to the terms and conditions specified in clause 7-3.04.

- 7-3.07** Before abolishing a position, the board may, notwithstanding clause 7-3.04, reassign the employee who holds such a position to another position in the same class of employment with the same number of weekly working hours within a ten (10)-kilometre radius from his or her place of work of the preceding year. The position that becomes vacant shall be considered as abolished.

In the case of a reassignment covered by the preceding paragraph, the employee may ask that his or her position be abolished if the reassignment is considered significant.

The board shall consult the union before proceeding with a significant reassignment of an employee. The employee shall be present at such a meeting. The board and the union shall agree on the terms and conditions of consultation.

- 7-3.08** The regular employee whose position is abolished and who has not obtained a vacant position under paragraph A) of clause 7-1.04 must displace in his or her class of employment an employee who has less seniority.

Failing to displace an employee in his or her class of employment or to obtain a vacant position in his or her class of employment, he or she must displace an employee in another class of employment who has less seniority or choose to be reassigned to a vacant position in another class of employment.

Failing this, an employee shall be placed in surplus if he or she is a tenured regular employee, laid off if he or she is a regular employee or his or her employment shall be terminated if he or she is a probationary employee.

- 7-3.09** An employee displaced pursuant to clause 7-3.08 shall benefit from this same clause. However, an abolition cannot create more than four (4) displacements. The fourth employee displaced must then, if he or she is a regular employee, choose a vacant position or, failing this, be placed in surplus or laid off according to his or her status.

7-3.10 The employee placed in surplus or laid off by the application of clauses 7-3.08 and 7-3.09 may fill as a priority a temporarily vacant position or carry out an increase in workload. This priority shall be exercised according to clauses 7-1.22 and 7-1.23 until July 1 or until the date agreed between the parties within the context of clause 7-3.01. On that date, the employee shall again be considered as a displaced employee or an employee whose position is abolished, as the case may be. He or she must then exercise a choice pursuant to clauses 7-3.04 and 7-3.05.

7-3.11 Notwithstanding clause 7-3.01 and subject to clause 7-3.21, the board may reassign an employee in a position in the same class of employment with the same number of weekly working hours if a reduction in the number of hours in services to be rendered to one or more students occurs during the year. Failing this, the board may temporarily assign the employee concerned to other duties compatible with his or her class of employment or, failing this, another class of employment in the case of an attendant for handicapped students. However, such a reassignment must not constitute a promotion. The employee concerned shall retain his or her salary.

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

7-3.12 In the cases provided for in clause 7-3.05, 7-3.08 or 7-3.09:

- A) the vacant position concerned is the one the board intends to fill;
- B) the employee concerned must have the required qualifications and meet the other requirements determined by the board;
- C) if a position includes, in addition to the requirements or qualifications required by the Classification Plan, other requirements determined by the board, these requirements shall be taken into account before seniority;
- D) an employee can only displace another employee if he or she has more seniority than him or her;
- E) only the employee who holds a position, except the employee who holds a position in a day care service, may be displaced;
- F) a movement of personnel within the framework of clause 7-3.05, 7-3.08 or 7-3.09 cannot entail a promotion;
- G) when a nontenured regular employee is demoted, his or her salary shall be established in accordance with paragraph B) of clause 6-2.15;
- H) when a tenured employee is demoted, his or her salary shall be established in accordance with clause 7-3.14, subject to clause 7-3.20;
- I) in the case where an employee is required, under clauses 7-3.05, 7-3.08 and 7-3.09, to displace in his or her class of employment an employee whose position has been affected by a technological or software change during the two (2) years preceding the date on which the displacement must take place, the following terms and conditions apply:
 - if the specific requirements for filling the position deal with technological or software changes only, the employee may not be refused the position for the sole reason that he or she does not meet the specific requirements;
 - the employee agrees to participate in activities that enable him or her to meet these requirements;

- J) the employee's choice to displace another employee shall be carried out either in the locality or in another locality of his or her choice in the territory of the board.

Notwithstanding the preceding paragraph, the third employee displaced as a result of an abolition must choose to displace pursuant to this clause the employee with the least seniority in his or her class of employment or, failing this, in another class of employment, as the case may be, in the territory of the board, subject to clause 7-3.21.

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

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

- 7-3.13** When, as a result of the application of clause 7-3.05, 7-3.08 or 7-3.09, an employee who holds a part-time position is reassigned to a full-time position or displaces an employee who holds a full-time position, the period of time constituting active service during which the employee held a part-time position with the board shall be recognized exceptionally for the purpose of acquiring tenure.

- 7-3.14** The tenured employee who has no other choice but to be assigned to a position which constitutes a demotion for him or her either by the application of paragraph B) of clause 7-1.03, clause 7-3.05 or subparagraph a) of paragraph B) of clause 7-3.23 of the agreement and the corresponding clauses of the 1986-1988, 1989-1991 and 1995-1998 collective agreements shall maintain his or her class of employment and the inherent salary.

This also applies to the tenured employee who is demoted by the application of paragraph c) of clause 7-1.03, clause 7-3.06 or paragraph a) of clause 7-3.15 of the "Provisions constituting the 1983-1985 collective agreements" or by the application of clause 7-3.14 of the 1979-1982 collective agreement.

- 7-3.15** The employee mentioned in the preceding clause shall benefit from a right to return to a vacant or newly created position in his or her class of employment that the board decides to fill in accordance with paragraph A) of clause 7-1.03 or subparagraph a) of paragraph A) of clause 7-1.04, as the case may be.

- 7-3.16** When, as a result of the application of clause 7-3.05, 7-3.08 or 7-3.09 of the agreement, a tenured employee has no choice other than to be reassigned to a position with fewer working hours than his or her regular workweek, he or she shall be considered as reassigned on a temporary basis and the reassignment shall last until the board assigns him or her, notwithstanding clauses 7-1.03, 7-1.04, 7-1.06 and article 7-3.00, to a vacant or newly created position in his or her class of employment or in the class of employment he or she occupies, if he or she has been demoted, with working hours which are at least equal to his or her regular workweek. At the time of this reassignment on a temporary basis, it shall be up to the board to complete the work schedule of the employee with support staff duties in keeping with his or her qualifications.

This clause also applies to the employee who, as a result of the application of clause 7-3.15, obtains a position with fewer working hours than his or her regular workweek.

A tenured employee who benefits, at the time of the signing of the agreement, from the income protection mentioned in clause 7-3.11 of the "Provisions constituting the 1983-1985 collective agreements" or that mentioned in the first or second paragraph of clause 7-3.10 of the 1986-1988, 1989-1991 or 1995-1998 collective agreement shall continue to benefit therefrom according to the conditions and for the duration mentioned.

7-3.17 The employee referred to in the preceding clause shall also benefit from the right to return mentioned in clause 7-3.15 to a position in which the working hours are at least equal to his or her regular workweek prior to his or her reassignment, as long as he or she is still considered reassigned on a temporary basis.

7-3.18 In the case where, within the framework of clause 7-3.05, 7-3.08 or 7-3.09 of the agreement, a tenured employee has no choice other than to be reassigned to a full-time position of a periodic or seasonal nature, he or she shall benefit from the following income protection:

the employee shall retain the salary established on the basis of his or her salary rate and the number of regular working hours applicable immediately prior to his or her assignment as long as the remuneration resulting from the new position is lower;

however, the difference between the remuneration resulting from the new position and that established immediately prior to the employee's assignment shall be paid in a lump sum spread over each of his or her pays; the amount shall be reduced as the employee's salary progresses.

The tenured employee who benefits, at the time of the signing of the agreement, from the income protection mentioned in clause 7-3.12 of the 1986-1988 collective agreement shall continue to so benefit according to the conditions and for the duration mentioned.

7-3.19 The employee referred to in the preceding clause shall also benefit from the right to return mentioned in clause 7-3.15 to a full-time position which is not of a periodic or seasonal nature.

7-3.20 If an employee refuses to accept a position offered to him or her within the framework of the right to return from which he or she benefits under clause 7-3.15, 7-3.17 or 7-3.19, as the case may be, he or she shall then lose all the benefits inherent to such a right; the provisions concerning the voluntary demotion provided for in clause 6-2.15 apply to the employee for whom the original reassignment which gave him or her a right to return to a position constituted a demotion. Moreover:

A) if he or she is an employee referred to in clause 7-3.16, he or she shall no longer be reassigned on a temporary basis. It shall no longer be up to the board to complete his or her work schedule and he or she shall then be remunerated according to the hours actually worked;

B) if he or she is an employee referred to in clause 7-3.18, he or she shall no longer benefit from the second and third paragraphs of clause 7-3.18 and shall be remunerated according to the hours actually worked.

7-3.21 A tenured employee cannot refuse a position situated under a fifty (50)-kilometre radius by road from his or her domicile or place of work when his or her position is abolished or he or she is displaced.

7-3.22 Measures Designed to Reduce the Number of Employees in Surplus**A) Preretirement**

For the purpose of reducing the number of employees in surplus, the board shall grant a preretirement leave under the following terms and conditions:

- a) the preretirement leave is a leave of absence with salary for a maximum period of one year; during the leave, the employee shall not be entitled to any of the benefits of the agreement except as regards the health and life insurance plans, provided that, at the beginning of such a leave, he or she pay the entire amount of the premiums required plus tax, where applicable;
- b) the preretirement leave shall count as a period of service for purposes of the pension plan covering the employee concerned;
- c) only the employee who would be entitled to retire at the end of the leave of absence but who would not have reached the normal retirement age of sixty-five (65) years during the leave or who would not be entitled to a full pension during the leave is eligible;
- d) at the end of the leave with salary, the employee shall be considered as having resigned and he or she shall be pensioned off;
- e) the leave shall permit the reduction of the number of employees in surplus.

B) Severance Pay

The board shall grant severance pay to a tenured employee if his or her resignation allows the reassignment of a surplus employee. Acceptance of severance pay shall entail the employee's loss of tenure.

The board may also grant severance pay to the employee placed in surplus who chooses to resign. In this case, the employee concerned shall lose his or her tenure.

Severance pay shall equal one month of salary per complete year of service at the time the tenured employee resigns from the board. Severance pay shall be limited to a maximum of six (6) months' salary. For purposes of calculating severance pay, the salary is that which the employee concerned receives at the time he or she resigns from the board.

The employee who receives severance pay may not be hired in the education sector during the year which follows that in which he or she received it, unless he or she reimburses it. Severance pay may not be granted to an employee who has already received a similar payment from an employer in the education sector nor to any employee who resigns as a result of refusing a position.

C) Transfer of Rights

When an employee who is not in surplus is hired by another school board and the resignation permits the reassignment of an employee in surplus, his or her status of employee, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step shall be transferred to the new employer.

D) Voluntary Relocation Premium

The surplus employee who accepts, in the education sector, a position situated at a distance greater than fifty (50) kilometres by road from his or her domicile and place of work at the time of his or her placement in surplus shall be entitled to a voluntary relocation premium, if the relocation involves his or her moving.

The voluntary relocation premium shall be equivalent to four (4) months of salary if the relocation takes place in the territory of regional office 1, 8 or 9 from another regional office than that of his or her new place of work. In other cases, the voluntary relocation premium shall be equivalent to two (2) months of salary.

The board shall also grant a voluntary relocation premium to the tenured employee who is not in surplus but whose relocation permits the reassignment of an employee in surplus.

The relocated employee shall transfer to the new employer his or her status of employee, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.

The employee who is relocated within the framework of paragraph D) and who must move shall benefit from his or her board or, as the case may be, from the school board which hires him or her, from the provisions of Appendix II under the conditions stipulated therein insofar as the allowances provided for in the federal mobility assistance program to look for employment do not apply. Moreover, he or she shall be entitled to:

- a maximum of three (3) working days without loss of salary to cover the search for a dwelling; such three (3)-day maximum shall not include travelling time there and back;
- a maximum of three (3) working days without loss of salary to cover the moving and settling into a new dwelling.

7-3.23 Rights and Obligations of the Employee

A) Rights of the Employee

- a) As long as the employee remains in surplus, his or her salary shall progress normally.
- b) When the employee accepts a position in another school board by virtue of this clause, he or she shall not be required to undergo a probation period.
- c) When the employee is relocated by virtue of this clause, he or she shall transfer to his or her new employer his or her status of regular employee or, as the case may be, tenure, seniority, bank of nonredeemable sick-leave days, salary step and date of advancement in step.
- d) The employee relocated as a result of the application of paragraph D) of clause 7-3.22 or subparagraph e) of paragraph B) of this clause who must move shall benefit from his or her board or, as the case may be, from another school board which hires him or her, from the provisions of Appendix II under the conditions stipulated therein insofar as the allowances provided for in the federal mobility assistance program to look for employment do not apply.

B) Obligations of the Employee

- a) The employee in surplus to whom his or her board or another school board offers a full-time position, within a fifty (50)-kilometre radius by road from his or her domicile or place of work at the time of his or her placement in surplus, must accept it in the following situations:
- 1- in the case of an employee who, at the time of his or her placement in surplus, had fewer regular working hours than the regular workweek;
 - if the position is offered by his or her board or another school board, and if such position has a number of regular working hours which is at least equal to that of the position held at the time of his or her placement in surplus;
 - 2- in the case of an employee who, at the time of his or her placement in surplus, had regular working hours equal to or greater than the regular workweek;
 - if the position is offered by his or her board or another school board, and if such position has a number of regular working hours at least equal to the regular workweek;
 - 3- in the case of an employee who holds, at the time of his or her placement in surplus, a day care service position;
 - if the position offered by his or her board or another school board has a number of weekly working hours corresponding to at least seventy-five percent (75%) of the thirty-five (35) weekly working hours;
 - 4- in the case of an employee who holds, at the time he or she is laid off, a periodic position;
 - if the position offered by his or her board or another school board has a regular work year at least equal to his or her own at the time of his or her placement on availability.

In the cases where an employee must thus accept a position, he or she shall benefit from clauses 7-3.14 and 7-3.15, as the case may be, and clause 7-3.20 applies.

Failure to accept a position thus offered within ten (10) days of the written offer constitutes the employee's resignation.

In the cases where an employee in surplus voluntarily accepts any other position offered to him or her, the employee shall benefit, where applicable, from clauses 7-3.14, 7-3.15, 7-3.16, 7-3.17, as the case may be, and clause 7-3.20 applies.

- b) A surplus employee must appear for a selection interview at another school board if requested by the Provincial Relocation Bureau. If the employee fails or neglects to meet this obligation, he or she shall be considered as having resigned.
- c) The employee in surplus must provide, upon request, any information which is relevant to his or her security of employment.

- d) As long as the employee remains in surplus, he or she shall be required to carry out the duties of a class of employment in his or her category of employment that the board assigns to him or her in keeping with his or her qualifications, regardless of the certificate of accreditation and the work schedule which apply to the employee at the time of his or her placement in surplus. This assignment cannot be more than fifty (50) kilometres by road from his or her domicile or place of work at the time of his or her placement in surplus.
 - e) The nontenured regular employee who has completed at least one year of active service as a regular employee and who was laid off following the abolition of a position shall remain registered on the lists of the Provincial Relocation Bureau for a maximum period of two (2) years. During that period, the employee shall be required to accept, within ten (10) days of the offer, a written offer of engagement which could be made to him or her by his or her board or another school board under the same regional office. Failure to accept such an offer, his or her name shall be removed from the lists of the Provincial Relocation Bureau.
- C) The date of the signature on the receipt for the documents sent by registered mail or on the confirmation for a fax constitutes prima facie proof used to calculate the time limits provided for in this clause.

7-3.24 For the purpose of applying article 7-3.00, place of work means the place of work where the employee usually carries out his or her duties.

In the case where an employee usually performs his or her duties in several locations, the place of work designates the place where the employee generally receives his or her instructions and where he or she must report on his or her activities; in this latter case, if the employee concerned receives his or her instructions in several locations, the place of work for the purpose of applying article 7-3.00 is that the board determines for the duration of the agreement; the board shall inform the employee and the union in writing of the place of work thus determined.

For the purpose of applying article 7-3.00, "by road" designates the shortest public route normally used.

7-3.25 Obligations of the Board

When the board must proceed with a hiring to fill a vacant full-time position other than a temporarily vacant position or a day care service position, it shall submit a request to the Provincial Relocation Bureau serving its territory and shall specify the class of employment and the requirements of the position to be filled.

The board shall also submit a request to the Provincial Relocation Bureau serving its territory and shall specify the class of employment and requirements of the position to be filled when it must proceed in the manner prescribed in paragraph F) of clause 7-1.31.

The board that hires a person referred by the Provincial Relocation Bureau shall recognize his or her status of regular employee or, as the case may be, his or her tenure, bank of nonredeemable sick-leave days, salary step, date of advancement in step and seniority which he or she had upon his or her departure.

The board must inform the Provincial Relocation Bureau of the names of the employees it is placing in surplus as well as the names of the nontenured regular employees who have completed at least one year of active service and it is laying off.

7-3.26 After another school board assumes the responsibility for instruction to children with social maladjustments or learning disabilities or for instruction to students of a given level or option, pursuant to section 213 of the Education Act, the regular employee or the tenured employee affected by a reduction in personnel as regards the major portion of his or her work shall be required to go into the employ of this other school board.

However, with the consent of the board which no longer offers such instruction, the employee may remain in the employ of this board provided that no layoff or placement in surplus occurs because of this agreement.

As of the anniversary on which the responsibility for such instruction was assumed, the board which assumed it may proceed with any layoff or, as the case may be, placement in surplus.

7-3.27 Upon request, the Provincial Relocation Bureau shall forward to the union a report on the positions to be filled by means of hiring as well as a report on surplus employees and laid-off regular employees registered on the lists; these lists shall be forwarded only if they are available.

7-3.28 Integration of School Boards

A) During an amalgamation (including the disappearance of one board to the benefit of one or more other boards) an annexation or restructuring, the rights and obligations of the parties concerned emanating from the agreement shall be maintained in the new school board.

B) During an amalgamation (including the disappearance of one board to the benefit of one or more other boards) an annexation or restructuring, the problems directly ensuing from the integration and affecting the rights and obligations of the parties concerned emanating from the agreement shall be the subject of an agreement between the union and the board involved. The conclusion of such an agreement between the union and the board together with the maintenance of the agreement mentioned in paragraph A) shall equal a new collective agreement.

C) If the parties do not reach such an agreement within the framework of paragraph B) within sixty (60) days of the notice of authorization issued by the Ministère to proceed with the integration, the foregoing shall be referred to dispute arbitration pursuant to the Labour Code. The arbitrator shall have the mandate to settle the problems directly resulting from the integration and affecting the rights and obligations of the parties mentioned in paragraph B); the arbitrator could also, if he or she deems it necessary, include in his or her decision effects that are retroactive to the day of the integration, provided they are applicable.

D) During the fiscal year preceding an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or restructuring, the board may not abolish positions which would result in one or more layoffs or in one or more placements in surplus, as the case may be, of regular employees or tenured regular employees if the cause of this abolition results from the amalgamation, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, a new board, an annexing board or a restructured board may abolish positions resulting in one or more layoffs or in one or more placements in surplus.

E) This clause cannot, under any circumstances, have the effect of delaying or preventing such an amalgamation, annexation or restructuring of boards.

Section II Special Provisions - Day Care Service

7-3.29 This section applies to regular or probationary employees in a day care service and, when the text specifically makes reference to them, to employees holding a position as defined in article 10-3.00.

Only the following clauses or article 7-3.00 apply to regular employees or probationary employees in day care services: 7-3.02, 7-3.21, 7-3.22, 7-3.23, 7-3.24, 7-3.25, 7-3.26, 7-3.27 and 7-3.28 and paragraphs B), C) and I) of clause 7-3.12.

7-3.30 Unless it involves a vacant position, the board can only abolish a day care service position on a single annual date agreed between the board and the union no later than during the month of October when the student population for the school year is known. Failure to agree on a date cannot have the effect of preventing the board from abolishing positions on November 1.

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

The board shall not be required to abolish a position when the position is only modified in one of the following manners:

- A) when the position is transferred to a distance of less than ten (10) kilometres from the usual place of work; however the board and the union may agree on another radius;
- B) when there is a change in the hierarchical relationship;
- C) when the position is transferred to another administrative unit in the same building;
- D) when the distribution of working time among the administrative units or buildings located within the radius provided for in paragraph A) is modified.

A position can only be modified once every three (3) years unless there is an agreement with the union.

7-3.31 Within the meaning of the clauses of this section, a position is abolished when the number of weekly working hours of the employee is reduced by at least twenty percent (20%).

7-3.32 When, in the context of the preceding clause, the board intends to abolish or modify positions it shall inform the union:

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

An employee whose position is abolished is, according to his or her status, reassigned to another position, placed in surplus, laid off or his or her employment is terminated according to the following provisions.

7-3.33 When the board decides to abolish a position, it shall proceed by means of an assignment session on a date agreed with the union no later than during the month of October or according to the following provisions:

- A) it shall notify in writing at least twenty (20) days before the date foreseen in clause 7-3.30, the employee whose position is abolished and shall indicate the choices available to him or her;
- B) the employee must convey his or her decision in writing within three (3) days of receiving such a notice;
- C) the employee displaced by the application of this clause shall also have the same time limit in which to convey his or her decision to the board;
- D) the regular employee who must be laid off or placed in surplus or the probationary employee whose employment terminates shall receive a prior written notice of at least fourteen (14) days.

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

When the board proceeds by means of an assignment session, it shall inform the employee concerned of the date and time of the holding of such a session at least twenty (20) days in advance.

7-3.34 The regular employee whose position is abolished must choose a position in his or her class of employment between eighty percent (80%) and a hundred percent (100%) of the number of weekly working hours of his or her position held the preceding year. To do this, an employee must choose:

- A) to displace, in his or her day care service, an employee who has less seniority or, where applicable, covered by article 10-3.00;

or

- B) to exercise a priority for the vacant positions under clause 7-1.38;
- C) failing to obtain a position under paragraph A) or B), an employee must choose to displace another employee in another day care service with less seniority or, where applicable, covered by article 10-3.00.

In the case of a probationary employee who has not retained his or her position as a result of the application of clause 7-3.33, his or her employment shall terminate or he or she shall again become, where applicable, an employee covered by article 10-3.00 without losing any rights. In this context, the employee shall return to the day care service where he or she worked before becoming a probationary employee and the positions of the employees in that day care service shall be redistributed by duration of employment.

7-3.35 Failing to obtain a position in accordance with the preceding clause, a regular employee must choose to displace an employee in his or her class of employment with less seniority or, where applicable, covered by article 10-3.00 in a position with a number of weekly working hours the closest possible to the number of hours of the position held in the preceding year but without exceeding it.

Failing to obtain a position under the preceding paragraph, the regular employee shall, as the case may be:

- be placed in surplus if it involves a tenured employee;
- be laid off if it involves a regular employee.

However, a regular employee in a position of person-in-charge of a day care service must again exercise a choice in accordance with clauses 7-3.34 and 7-3.35, according to seniority, at the time when the clauses are applied to the positions of day care service educator.

7-3.36 Instead of proceeding according to clauses 7-3.34 and 7-3.35, the regular employee may choose to displace an employee in his or her day care service with less seniority in a position with less than eighty percent (80%) of the number of weekly working hours of his or her original position. In such a case, clauses 7-3.40 and 7-3.41 do not apply.

7-3.37 A regular employee displaced as a result of the application 7-3.34 and 7-3.35 shall benefit from clauses 7-3.34 and 7-3.35.

A probationary employee displaced as a result of the application of clauses 7-3.34 and 7-3.35 shall have his or her position terminated or he or she shall again, where applicable, become an employee covered by article 10-3.00 without losing any rights. In this context, the employee returns to the day care service where he or she was working before becoming a probationary employee and the positions of the employees in that day care service shall be redistributed by duration of employment.

The employee covered by article 10-3.00 and displaced by the application of clauses 7-3.34, 7-3.35 and 7-3.36 shall benefit from the provisions of article 10-3.00.

The regular employee who has no other choice than to be reassigned to a position with fifteen (15) hours or less per week shall retain his or her status and working conditions prescribed in paragraph F) of clauses 2-1.01 and the prorated application shall be made in accordance with the number of hours of his or her position.

7-3.38 There may be no more than four (4) displacements per position abolished. The fourth regular employee displaced must thus choose a vacant position or employment or failing this, be laid off or placed in surplus.

However, if the fourth regular employee displaced does not have the least seniority in his or her day care service and cannot obtain a vacant position or employment with between eighty percent (80%) and a hundred percent (100%) of the weekly working hours of his or her position held in the preceding year, he or she must choose a position or employment in his or her day care service.

To this end, the employee with the least seniority or, where applicable, with the least duration of employment in the day care service concerned must choose a vacant position. Failing this, he or she shall be laid off or placed in surplus or his or her employment shall be terminated, as the case may be.

In the day care service concerned, the positions of employees with less seniority than the employee affected by the fourth displacement shall be redistributed by seniority then, where applicable, by duration of employment.

7-3.39 Following the application of paragraphs A), B), C) and D) of clause 7-1.38 and clauses 7-3.34 to 7-3.37 and 7-3.43, an employee cannot obtain a position with more weekly working hours than the position held in the preceding year.

7-3.40 When, by the application of clauses 7-1.38, 7-3.34, 7-3.35, 7-3.37 and 7-3.38, the tenured employee has no choice other than to be reassigned to a position which constitutes for him or her a demotion, he or she shall retain his or her class of employment and inherent salary and shall benefit from a right to return to a vacant or newly created position in his or her class of employment in accordance B) of clause 7-1.38.

7-3.41 When, by the application of clauses 7-1.38, 7-3.34, 7-3.35, 7-3.37 and 7-3.38, the tenured employee has no choice other than to be reassigned to a position with a number of weekly working hours that is:

- less than eighty percent (80%) of the number of weekly working hours of the position held the preceding year, he or she shall be reassigned temporarily and the reassignment applies until the board assigns him or her to a vacant or newly created position in which the number of weekly working hours corresponds to eighty percent (80%) of the number of weekly working hours of the position held in the preceding year. It is the board's responsibility to fill the work schedule up to eighty percent (80%) of the number of weekly working hours of the position held in the preceding year with support staff duties in keeping with his or her qualifications;

or

- less than seventy-five percent (75%) of the thirty-five (35) weekly working hours, he or she shall be assigned temporarily and the reassignment applies until the board assigns him or her to a vacant or newly created position in which the number of weekly working hours corresponds to seventy-five percent (75%) of the thirty-five (35) weekly working hours. It is the board's responsibility to fill the work schedule up to seventy-five percent (75%) of the thirty-five (35) weekly working hours with support staff duties in keeping with his or her qualifications.

7-3.42 The employee covered by clause 7-3.40 or 7-3.41, as long as he or she remains reassigned on a temporary basis or demoted, shall benefit from the right to return to a vacant or newly created position which at least meets the two (2) criteria described in clause 7-3.41 that the board decides to fill.

The application of the preceding paragraph cannot entail a promotion.

When an employee refuses to accept a position offered in the context of a right to return, he or she shall then lose all the benefits inherent to such a right.

7-3.43 When the board reduces the number of weekly working hours of a position by twenty percent (20%) or less, the employee concerned may, in the day care service, choose to displace an employee who has less seniority or, where applicable, covered by article 10-3.00.

The employee thus displaced shall proceed according to the preceding paragraph.

7-4.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES

7-4.01 The following provisions apply to the employee who suffers a work accident or contracts an occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001).

The employee who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the Workmen's Compensation Act (R.S.Q., c. A-3) as well as by the article concerning work accidents in the provisions constituting the 1983-1985 collective agreements; moreover, the employee shall benefit, by making the necessary changes, from clauses 7-4.14 to 7-4.23 inclusively of this article.

- 7-4.02** The provisions of this article corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) apply insofar as these provisions of the Act apply to the board.

Definitions

- 7-4.03** For the purpose of this article, the following terms and expressions mean:

- A) **work accident:** a sudden and unforeseen event, attributable to any cause, which happens to an employee, arising out of or in the course of his or her work and resulting in an employment injury to him or her;
- B) **consolidation:** the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable;
- C) **suitable employment:** appropriate employment that allows an employee who has suffered an employment injury to use his or her remaining ability to work and his or her vocational qualifications, that he or she has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the employee, considering his or her injury;
- D) **equivalent employment:** employment of a similar nature to the employment held by the employee when he or she suffered the employment injury, from the standpoint of vocational qualifications required, wages, fringe benefits, duration and working conditions;
- E) **health establishment:** a public establishment within the meaning of the Act respecting health services and social services (R.S.Q., c. S-4.2);
- F) **employment injury:** an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

An injury or a disease which is solely due to gross and voluntary negligence on the part of the employee who suffers or contracts such injury or disease shall not be an employment injury unless it results in the employee's death or it permanently and severely affects his or her physical or mental well-being;

- G) **occupational disease:** a disease arising out of or in the course of his or her work and characteristic of that work or directly related to the risks peculiar to that work;
- H) **health professional:** a professional in the field of health within the meaning of the Health Insurance Act (R.S.Q., c. A-29).

Miscellaneous Provisions

7-4.04 The employee must inform the board of the details concerning the work accident or employment injury before leaving the building where he or she works, if he or she is able to do so or, if not, as soon as possible. Moreover, the employee shall provide a medical certificate to the board in conformity with the Act, if the employment injury which he or she suffered renders him or her unable to perform his or her duties after the day on which it manifested itself.

7-4.05 The board shall inform the union of every work accident or occupational disease which an employee has suffered or contracted as soon as it is brought to its attention.

7-4.06 The employee may be accompanied by a union representative to any meeting with the board concerning an employment injury which he or she suffers; in this case, the union representative may temporarily interrupt his or her work, without loss of salary, including applicable premiums, if any, or reimbursement, after having obtained the authorization of his or her immediate superior; this authorization cannot be refused without a valid reason.

7-4.07 The board must immediately give first aid to an employee who has suffered an employment injury and, if need be, provide transportation to a health establishment, a health professional or to the employee's residence as required by his or her condition.

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

The employee shall choose the health establishment, if possible. If the employee is unable to express his or her choice, he or she must accept the health establishment chosen by the board. However, the employee who was unable to express his or her choice may be transferred to another health establishment of his or her choice in accordance with the Act.

The employee shall be entitled to receive care from the health professional of his or her choice.

7-4.08 Notwithstanding clause 5-3.38, the board may require that an employee who has suffered an employment injury undergo an examination by a health professional that it designates and gives its reasons for doing so, in accordance with the Act. The cost of the examination and travel expenses shall be assumed by the board in accordance with clause 6-5.01.

Group Plans

7-4.09 The employee who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan provided for in clauses 5-3.22 and 5-3.23 and by the health insurance plan provided for in clause 5-3.25.

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

The waiver mentioned in the preceding paragraph shall no longer apply when the employment injury has consolidated or the employee is assigned temporarily as provided for in clause 7-4.15.

- 7-4.10** In the case where the date of consolidation of the employment injury is prior to the 104th week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan provided for in clause 5-3.32 applies, subject to the second paragraph of this clause, if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such an absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

On the other hand, for the employee who would receive from the Commission de la santé et de la sécurité du travail (CSST) an income replacement indemnity which is less than the benefit he or she would have received as a result of the application of clause 5-3.32, the salary insurance plan provided for in this clause shall apply to make up the difference if the employee is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such an absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-3.32 and 5-3.45.

- 7-4.11** The bank of sick-leave days of an employee shall not be reduced for the days for which the CSST has paid an income replacement indemnity until the employment injury has consolidated and for the absences provided for in clause 7-4.24. The same applies for the part of the day on which the employment injury occurred.

Salary

- 7-4.12** As long as an employee is entitled to the income replacement indemnity but no later than the date of consolidation of the employment injury he or she has suffered, this employee shall be entitled to his or her salary as if he or she were at work subject to the following provisions:

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

For the purpose of this clause, the salary to which the employee is entitled includes, as the case may be, the premiums for regional disparities provided for in article 6-8.00.

- 7-4.13** Subject to clause 7-4.12, the CSST shall reimburse the board the amount corresponding to the income replacement indemnity of the CSST.

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

The employee who must appear before a review board, a medical arbitration session or the Commission des lésions professionnelles shall obtain permission to be absent from work without loss of salary after having informed his or her immediate superior at least forty-eight (48) hours prior to the date of the absence and produce proof to this effect, if required by the board.

Right to Return to Work

- 7-4.14** An employee who is informed by his or her physician of the date of consolidation of the employment injury he or she has suffered and of the fact that this employee will retain a certain degree of functional disability or that he or she will retain no such disability, shall pass on the information to the board without delay.
- 7-4.15** The board may temporarily assign work to an employee, with the approval of the employee's physician, while awaiting that the employee again become able to return to his or her position or a suitable or equivalent position, even if his or her employment injury has not consolidated, the foregoing as provided for in the Act.
- 7-4.16** The employee whose employment injury has consolidated and who is again able to carry out the duties of the position he or she had prior to his or her absence shall be entitled to return to his or her position.
- 7-4.17** The employee referred to in the preceding clause who is unable to return to his or her position either because it was abolished or the employee was displaced as a result of the application of the agreement shall be entitled to return to an available equivalent position that the board intends to fill, insofar as he or she is entitled to obtain that position as a result of the application of article 7-3.00 of the agreement.
- 7-4.18** An employee who, although unable to resume his or her duties because of an employment injury but who may be able to use his or her remaining ability and qualifications to work, shall be entitled to hold a suitable available position that the board intends to fill in accordance with clause 7-4.20.
- 7-4.19** The rights mentioned in clauses 7-4.16, 7-4.17 and 7-4.18 apply subject to article 7-3.00.
- If the board does not allow an employee to exercise the rights mentioned in clauses 7-4.16, 7-4.17 and 7-4.18 because he or she would have been displaced, placed in surplus, laid off, fired, dismissed or would have otherwise lost his or her employment had he or she been at work, the relevant provisions of the agreement shall apply as if the employee had been at work at the time of such events; moreover, the exercise of these rights cannot have the effect of cancelling or deferring any suspension imposed pursuant to article 8-4.00 of the agreement.
- 7-4.20** The exercise of the right mentioned in clause 7-4.18 shall be subject to the following terms and conditions:
- A) the position must be filled in accordance with clause 7-1.03, 7-1.04 or 7-1.38 of the agreement, subject to any provision contained in this clause;
 - B) the employee shall submit his or her application in writing;
 - C) as of the first step provided for in clause 7-1.03 or 7-1.04, unless it involves an employee in a day care service position; in which case, his or her priority shall be exercised under paragraph B) of clause 7-1.38, the employee shall obtain the position if he or she has more seniority than the other employees or persons concerned;
 - D) the employee must possess the required qualifications and meet the other requirements determined by the board;
 - E) access to this position by the employee cannot constitute a promotion, except in step C) of clause 7-1.03 and step E) of clause 7-1.38;

F) the right of the employee can only be exercised during the two (2) years immediately following the beginning of his or her absence or in the year following the date of consolidation according to whichever date is later.

However, the board and the union may agree on terms and conditions for the exercise of the right mentioned in clause 7-4.18 other than those prescribed in this clause, provided that this does not have the effect of modifying the provisions concerning security of employment; particularly, the board and the union may agree on a special movement of personnel as regards priority of employment.

7-4.21 The employee who obtains a position referred to in clause 7-4.18 shall benefit from an adaptation period of thirty (30) working days; at the end of this period, this employee cannot keep the position if the board deems he or she is unable to perform his or her duties adequately.

If the employee is thus unable to keep his or her position, he or she again becomes eligible for a position in accordance with clause 7-4.18, as if he or she had never exercised the right mentioned in this clause.

7-4.22 The employee who obtains a position referred to in clause 7-4.17 shall receive the salary he or she had before suffering an employment injury.

7-4.23 Notwithstanding any provision to the contrary, the employee who obtains a position referred to in clause 7-4.18 shall receive the salary related to the new position.

In the case of a demotion, the employee shall benefit from the provisions of paragraph B) of clause 6-2.15. However, in the case when an income replacement indemnity is paid to the employee, the amounts payable under paragraph B) of clause 6-2.15 shall be reduced accordingly.

7-4.24 Once the employee who has suffered an employment injury returns to work, the board shall pay him or her the salary as well as the premiums for regional disparities provided for in article 6-8.00 of the agreement to which he or she is entitled, where applicable, for each day or part of day during which the employee must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity of his or her personal rehabilitation program.

7-5.00 PARTIAL DISABILITY

7-5.01 The tenured employee affected by a permanent partial physical disability and who is therefore unable to meet the requirements of his or her position may, within the framework of article 7-1.00, obtain a position provided that there is an available position that the board intends to fill, that he or she possesses the required qualifications and meets the other requirements determined by the board. He or she shall then receive the salary provided for the new position.

7-5.02 The right mentioned in the preceding clause may be exercised during the period in which the tenured employee benefits from the salary insurance plan provided for in clause 5-3.32.

This right may also be exercised within twenty-four (24) months of the date on which the tenured employee is laid off by the board, where applicable, as a result of his or her physical disability to meet the requirements of his or her former position. During the layoff, the tenured employee shall not receive any salary.

Upon termination of the twenty-four (24)-month period mentioned in the preceding paragraph, the board may terminate the employee's employment.

7-5.03 As of the date on which the employee referred to in clause 7-5.01 becomes unable to meet on a permanent basis the requirements of his or her position, it shall then be considered as permanently vacant unless it was abolished within the framework of article 7-3.00.

7-5.04 The board and the union may agree on other terms and conditions in order to modify or assign a position to an employee affected by a permanent partial physical disability, provided that this not have the effect of modifying the provisions concerning security of employment.

7-5.05 Except for the first paragraph of clause 7-5.02, this article applies to the tenured employee referred to in clause 7-4.18 of the agreement who was unable to be reinstated in a suitable position pursuant to clause 7-4.20.

7-6.00 **CONTRACTING OUT**

7-6.01 The parties recognize the importance of studying alternatives designed to reduce contracting out. The quality of services, quality of life at work, improved work relations and budgetary constraints must be taken into account in order to attain this objective.

7-6.02 Contracting out must not cause any layoff, placement in surplus or demotion entailing a decrease in salary or a reduction of working hours of the regular employees of the board.

7-6.03 When the board intends to contract out work of an ongoing nature which could be performed by an employee in a class of employment of the Classification Plan, it must inform the union beforehand. The notice must be sent at least forty-five (45) days before the decision is made and shall include the reasons underlying the board's decision.

7-6.04 The Labour Relations Committee shall study the reasons underlying the proposal submitted by the board in accordance with the preceding clause. It shall study solutions which favour the performance of the work by employees. These solutions shall be submitted to the board before it makes its decision.

In the context of this work, the Labour Relations Committee shall determine the information it requires as well as its work schedule.

7-6.05 Any ongoing subcontract must include a clause which stipulates the expiry of the contract at the end of the fiscal year if the rules specified in clauses 7-6.01 to 7-6.04 have not been complied with.

If the rules described in clauses 7-6.01 to 7-6.05 have not been complied with, the board must terminate the contract at the end of the fiscal year.

7-6.06 Moreover, in the case where the number of employees placed in surplus in the relevant classes of employment (including employees in surplus for whom such reassignment would constitute a transfer or involuntary demotion) would permit the abolition of a subcontract of an ongoing nature, the board shall undertake to terminate the contract within the legal framework provided for therein in order to reassign the surplus employees as a replacement for the subcontractor. If the subcontract covers several buildings of the board (e.g. maintenance), the obligation to eliminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the board shall be valid only if the abolition of the subcontract allows the full-time reassignment on an annual, periodic or seasonal basis of one or more surplus employees.

For the purpose of applying the preceding paragraphs, it is understood that the obligation to terminate a subcontract also applies when awarding a subcontract provided that all the other conditions prescribed in the said paragraphs are met.

7-6.07 In the case where the number of tenured employees laid-off within the framework of clause 7-4.18 or article 7-5.00 who have the skills to work in the relevant classes of employment would permit the abolition of a subcontract of an ongoing nature, the board shall undertake to terminate the said contract within the legal framework provided for therein in order to reassign the employees as a replacement for the subcontractor. If the subcontract covers several buildings of the board (e.g. maintenance), the obligation to terminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the board shall be valid only if the abolition of the subcontract allows the full-time reassignment on an annual, periodic or seasonal basis of one or more employees.

For the purpose of applying the preceding paragraphs, it is understood that the obligation to terminate a subcontract also applies when awarding a subcontract provided that all the other conditions prescribed in the said paragraphs are met.

7-6.08 Clauses 7-6.06 and 7-6.07 apply regardless of clause 7-1.03. The employee must have the required qualifications and meet the requirements determined by the board for the position concerned.

7-6.09 The employee referred to in clause 7-6.07 must produce a certificate from the attending physician stating that the employee may return to work. The medical certificate must not contain any restrictions with respect to the performance of the tasks required by that position.

7-7.00 ORGANIZATION OF WORK

7-7.01 The board and the union agree to analyse jointly:

- the needs which have been filled to meet increases in workload of a repetitive nature;
- the part-time positions;
- the workload of personnel;
- the periodic positions;

- the overtime paid;
- the number of hours accumulated in the overtime banks and not taken on the preceding June 30.

7-7.02 Unless the board and the union decide otherwise, a joint committee shall be set up in accordance with article 3-2.00 to analyse the data and to find solutions that meet the objectives of this operation.

7-7.03 This operation shall be conducted annually as of the month of February. The parties shall identify the pertinent information and the board shall forward the information to the union at least thirty (30) days before the beginning of the operation.

The board shall also forward the information on subcontracts.

7-7.04 The objective of this operation is to improve the quality of the existing positions and to create, as a priority, full-time positions or, failing this, part-time positions by combining different compatible needs while taking into account:

- the various categories of employment;
- the needs of schools, centres and departments;
- the different periods during which work must be carried out;
- the change foreseen in the student population;
- the possibility of the board being able to use a surplus employee.

7-7.05 The board must consider the solutions set forth by the committee.

CHAPTER 8-0.00 WORKING CONDITIONS

8-1.00 SENIORITY

8-1.01 The employee in the employ of the board on the date of the signing of the agreement shall maintain the seniority already acquired on that date according to the calculation provided for in article 8-1.00 of the 1995-1998 collective agreement.

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

8-1.02 Seniority corresponds to the period of employment of any regular employee in one of the positions of the classes of employment provided for in the Classification Plan for the technical and paratechnical, administrative and labour support staff 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 who is integrated into a position belonging to one of the classes of employment for support staff corresponds to the period of employment with the board.

However, the seniority cannot be used to integrate an employee into one of the classes of employment provided for in the Classification Plan for the technical and paratechnical, administrative and labour support staff nor for the purposes of movement of personnel and security of employment.

8-1.03 Subject to Appendix XXII and for the purposes of applying the provisions that concern them, the seniority of persons-in-charge of a day care service and day care service educators who obtain the status of regular employee shall be calculated in the following manner:

seniority of an employee accumulated on the date on which regular employee status is obtained corresponds to his or her duration of employment on that date;

subsequently, seniority shall be accumulated in accordance with this article.

However, seniority must be recalculated pursuant to clause 8-1.12, when an employee obtains a position in a class of employment other than person-in-charge of a day care service or day care service educator.

8-1.04 A regular employee shall retain and accumulate seniority in the following cases:

- A) when the employee is in active service;
- B) when the employee is on a leave of absence with salary as provided for in the agreement;
- C) when the employee is absent from work because of an occupational disease or a work accident;
- D) when the employee is absent from work because of an accident or illness other than an occupational disease or work accident for a period not exceeding twenty-four (24) months;
- E) in the other cases specifically stipulated in the agreement;

- F) when the employee is on a leave of absence without salary for union activities or studies. However, if he or she applies for a vacant position during the leave and obtains it, he or she must return to work and the leave without salary shall be cancelled, if it is for a period of four (4) months or more;
 - G) when the employee is temporarily laid off due to a periodic slowdown or seasonal shutdown of activities in his or her sector as provided for in article 7-2.00;
 - H) when the employee is on a maternity leave as well as any extension thereof;
 - D) when the employee is on leave of absence without salary for a period of one month or less.
- 8-1.05** A regular employee shall retain seniority but without accumulating it in the following cases:
- A) when the employee is on a leave of absence without salary for more than one month unless specifically provided otherwise in the agreement;
 - B) when the employee is laid off for a period not exceeding twenty-four (24) months;
 - C) when the employee is absent from work because of an illness or accident other than an occupational disease or work accident for more than twenty-four (24) months.
- 8-1.06** A regular employee shall lose seniority under the following circumstances:
- A) when the employee's employment is permanently terminated;
 - B) when the employee is laid off for a duration in excess of that mentioned in paragraph B) of clause 8-1.05;
 - C) when the employee 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 or fax sent to his or her last known address.
- 8-1.07** No later than August 31 of each year, the board shall update the seniority list and post it in its buildings for a period of forty-five (45) days or forward a copy to each employee. A copy of the list shall be sent to the union.
- 8-1.08** The seniority list provided for in clause 8-1.07 shall be calculated on the preceding June 30.
- 8-1.09** Any alleged error in the seniority list may be the subject of a grievance, which may be submitted to arbitration in accordance with articles 9-1.00 and 9-2.00.
- 8-1.10** The posted seniority list shall become official forty-five (45) days after the union receives it if it is not posted or at the expiry date of the posting period, subject to the changes resulting from a grievance submitted before this list becomes official. However, a revision requested after the list becomes official cannot have any retroactive effect prior to the filing of the grievance on action taken by virtue of this list.
- 8-1.11** The procedures provided for in clauses 8-1.09 and 8-1.10 apply after each updating of the seniority list.

8-1.12 When an employee acquires regular employee status after the date of the signing of the agreement, the board shall inform him or her in writing of the seniority he or she has accumulated on that date and shall send a copy to the union at the same time.

For the employee referred to in the preceding paragraph, every period worked for the board before obtaining such a status as an employee referred to in clause 1-2.28 or in article 10-1.00, 10-2.00 or 10-3.00 shall be recognized as seniority, retroactively to the first date of hiring, unless there was a work interruption for more than twenty-four (24) months, in which case the time worked before the interruption is not counted.

The period worked shall be calculated in proportion to the regular working hours.

8-1.13 The seniority of a regular employee in a part-time position shall be calculated in proportion to his or her regular working hours and shall accumulate in accordance with this article.

8-2.00 WORKWEEK AND WORKING HOURS

8-2.01 A) Categories of Technical and Administrative Support Positions

The regular workweek shall be comprised of thirty-five (35) hours from Monday to Friday followed by two (2) consecutive days off. The duration of the regular workday shall be seven (7) hours.

B) Category of Labour Support Positions

The regular workweek shall be comprised of thirty-eight hours and forty-five minutes (38 h 45 min) from Monday to Friday followed by two (2) consecutive days off. The duration of the regular workday shall be seven hours and forty-five minutes (7 h 45 min).

8-2.02 Notwithstanding clause 8-2.01, the regular workweek of certain classes of employment such as stationary engineer and guard may be divided differently according to the needs of the department, subject to clauses 8-2.08 and 8-2.09. It is agreed that any schedule which includes work on a Saturday or Sunday also includes two (2) consecutive days off.

8-2.03 In the case where the employee benefits from a different number of weekly working hours, the salary scales shall apply in proportion to the regular hours worked in relation to those provided for in clause 8-2.01.

8-2.04 The board and the union must agree on the terms and conditions for establishing work schedules of day care service positions that would favour a workweek of thirty-five (35) hours.

8-2.05 In establishing the work schedule of a day care service position, the board shall try to maintain twenty (20) children per group.

8-2.06 The work schedule of a day care service position must include, on a weekly basis, time when the students are not present devoted to the preparation, organization and planning of activities.

- 8-2.07** The work schedule of a special education technician or interpreter-technician must include, on a daily basis, time when the students are not present. This time shall be devoted to the preparation, organization and planning of team meetings, follow-up with parents and other persons concerned.
- 8-2.08** The employee shall be entitled to a paid fifteen (15)-minute rest period, per half-day of work, taken towards the middle of the period.
- 8-2.09** The board shall maintain the work schedules in effect on the date of the coming into force of the agreement.
- 8-2.10** 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 or pedagogical needs make these changes necessary. The board shall give the union and the employee concerned at least a thirty (30)-day written notice before implementing the new schedule. Either the employee concerned or the union may, within thirty (30) working days of the sending of the notice, resort to the procedure for settling grievances and arbitration.
- When the roll is prepared, such grievance shall be given hearing priority.
- At the time of arbitration, the burden of proof lies with the board. The arbitrator's mandate shall be to decide whether the changes were necessary; if they were not, the board must reinstate the former schedules and must pay the employees at the overtime rate provided for in article 8-3.00 for all the hours worked outside their regular schedule.
- Unless there is a written agreement to the contrary between the union and the board, no modification may cause an employee to work split shifts.
- 8-2.11** In the case where the former collective agreement or a board regulation or resolution in effect in 1978-1979 permitted employees to benefit from a regular workweek with fewer working hours during the summer, this provision shall be maintained under the same conditions for the duration of the agreement.
- 8-2.12** In the case where the former collective agreement or a board regulation or resolution in effect on the date of the signing of the agreement provided for a different number of weekly working hours, the board and the union may agree to maintain this number of hours or to adopt the number of hours provided for in clause 8-2.01 and the work schedule shall be adapted accordingly. Failing an agreement, the number of working hours in effect shall be maintained. However, the board shall not be required to maintain a number of regular weekly working hours which exceeds the duration of a regular workweek provided for in the Act respecting labour standards and subsequent regulations.
- 8-3.00** **OVERTIME**
- 8-3.01** Any work specifically required by the immediate superior and performed by an employee, in addition to the hours of his or her regular workweek or regular workday or outside the hours provided by his or her schedule, shall be considered as overtime.

8-3.02 Overtime shall be assigned to the employee who started the work. If the work is not started during the regular working hours, 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, adult education centre, vocational training centre or territorial division.

8-3.04 An employee may be exempted from working overtime, when such work is required, if the board finds another employee in the same class of employment who accepts to perform the overtime work without this hindering the proper progress of the work.

If no other employee in the same class of employment, able to perform the work without interrupting the smooth operation of the work, accepts, the board shall designate an employee who is able to perform the work by taking the inverse order of seniority into account.

8-3.05 For the overtime carried out, the employee shall benefit from the following:

A) for all the hours worked in addition to the number of hours of his or her regular workday or outside of the hours provided for in his or her schedule and during a weekly day off: from a leave of a duration equal to one and a half the time actually worked as overtime;

B) for all the hours worked during a paid legal holiday provided for in the agreement in addition to his or her salary for the paid legal holiday: from a leave of a duration equal to one and a half the time actually worked as overtime;

C) for all the hours worked on Sunday or during the second weekly day off: from a leave of a duration equal to double the time actually worked as overtime.

8-3.06 The board and the employee shall agree on terms and conditions for applying the preceding clause by taking into account the requirements of the department; failing an agreement between the board and the employee, within sixty (60) days of the date on which the overtime work was carried out, on the time when the leave provided for in paragraphs A), B) and C) of the preceding clause may be taken, the overtime shall be remunerated according to the rates provided for in clause 8-3.07.

When the board and the employee have agreed on the time when the leave is to be taken but it cannot be taken at that time either due to the needs of the department or due to circumstances beyond the employee's control, the employee shall then choose to either have the overtime remunerated according to the rates provided for in clause 8-3.07 or take it in time off in accordance with paragraphs A), B) and C) of clause 8-3.05; in this latter case, the board and the employee shall agree on the time when the leave may be taken.

8-3.07 Notwithstanding the foregoing, the board and the employee may agree that the overtime be remunerated according to the following rates:

A) at one and a half times the hourly rate in the cases provided for in paragraphs A) and B) of clause 8-3.05;

B) at double the hourly rate in the cases provided for in paragraph C) of clause 8-3.05.

- 8-3.08** When an employee is recalled from his or her home to perform emergency work, he or she shall benefit from a leave of a minimum duration of four (4) hours taken in accordance with clause 8-3.06 if this is more advantageous than the application of clause 8-3.05 of the agreement, where applicable.

Notwithstanding the foregoing, the board and the employee may agree that these four (4) hours be remunerated at the regular rate.

- 8-3.09** When overtime is paid in accordance with the foregoing, it must be within a maximum period of one month after the claim duly signed is submitted by the employee and approved by the board. The board shall provide the forms.

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 such a notice must be forwarded to the union within three (3) working days of the sending of the disciplinary measure to the employee concerned.

- 8-4.02** Except in the case of an indefinite suspension or a dismissal based on a moral or criminal issue, any final decision to dismiss or suspend indefinitely an employee must be preceded, subject to the fourth paragraph of this clause, by a meeting between the board, the union and the employee concerned. During that meeting, the board shall inform the union and the employee of the reasons for such a measure. To this end, the employee must receive at least a forty-eight (48)-hour written notice before the meeting specifying the hour and the place where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of such a notice shall also be forwarded to the union at the same time.

In the case of an indefinite suspension or dismissal based on a moral or criminal issue, the meeting between the board, the employee and the union shall be convened within forty-eight (48) hours of the board's initial decision.

Following any meeting held pursuant to this clause, the board must inform the employee of its final decision, by written notice, within the time limit mentioned in clause 8-4.11. A copy of the notice shall also be sent to the union within the same time limit.

The fact that the union or the employee does not attend the meeting duly summoned shall not prevent the board from instituting procedures or imposing a disciplinary measure.

- 8-4.03** Subject to clause 8-4.02, the board shall convene an employee who is suspended; in this case and in the case where the board decides to convene an employee regarding any other disciplinary measure which concerns him or her, the employee must receive at least a forty-eight (48)-hour written notice specifying the hour and the place where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of the notice shall be forwarded to the union at the same time.

The fact that the union or the employee does not attend the meeting duly summoned shall not prevent the board from instituting procedures or imposing a disciplinary measure.

A disciplinary measure handed directly to an employee shall not constitute a summons as defined in the preceding provisions.

- 8-4.04** The employee may, after having made an appointment, consult his or her official file twice a year, accompanied if he or she so desires by his or her union representative; moreover, upon the employee's specific written authorization in each case, the union representative may consult the official file of an employee on two (2) other occasions during the year.
- 8-4.05** An employee who is subject to a disciplinary measure may submit a grievance. However, the employee who is the subject of a dismissal or indefinite suspension may submit his or her grievance directly to arbitration within thirty (30) working days of the receipt of the notice informing him or her of the board's final decision insofar as the meeting provided for in clause 8-4.02 has taken place.
- 8-4.06** A suspension shall not interrupt the employee's seniority. During the suspension, the employee shall maintain his or her contribution to the various contributory plans provided for in the agreement.
- 8-4.07** In the event of arbitration, the board must establish that the disciplinary measure was imposed for just and sufficient reason.
- 8-4.08** The board may only invoke an infraction placed in the official file for which a disciplinary measure has been issued within twelve (12) months of such infraction.
- However, if more than one infraction of the same nature was committed within these twelve (12) months, each of these infractions including the first one mentioned in the preceding paragraph may only be invoked within the twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the file.
- 8-4.09** No disciplinary measure rescinded by the board may be invoked against an employee; the same applies to a disciplinary measure declared unjustified by a tribunal or an arbitrator and the facts giving rise thereto.
- 8-4.10** The provincial negotiating parties agree to grant priority to dismissal cases when preparing the arbitration roll.
- 8-4.11** Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such a measure or after the board's cognizance of such an incident shall be null, void and illegal for the purpose of the agreement. However, in the case of modifications to an indefinite suspension, the thirty (30)-day limit does not apply at the time of the modification.
- 8-4.12** In the case of dismissal, if there is an appeal through the grievance procedure, the board shall not pay the employee concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days as long as the grievance has not been settled. An employee shall continue to benefit from the health and life insurance plans provided that the amounts accumulated to his or her credit cover both his or her contribution and that of the board. Failing this, the employee must pay the full premiums in advance.

8-5.00 HEALTH AND SAFETY

8-5.01 The board and the union shall collaborate through the Labour Relations Committee or a specific health and safety committee to maintain working conditions that ensure the health, safety and physical well-being of employees.

8-5.02 The employee must:

- A) take the necessary measures to protect his or her health, safety or physical well-being;
- B) see to it that he or she does not endanger the health, safety or physical well-being of other persons who are on the work premises or near the work premises;
- C) undergo health examinations required by the application of the Act and the regulations applicable to the board.

8-5.03 Insofar as it is provided for by the Act and the regulations applicable to it, the board must take the measures necessary to protect the health and ensure the safety and physical well-being of employees; it must, in particular:

- A) see to it that the buildings under its jurisdiction are equipped and laid out in such a way as to protect the employees;
- B) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of employees;
- C) provide suitable lighting, ventilation and heating;
- D) provide safety material and ensure that it is kept in good condition;
- E) allow an employee to undergo health examinations required for the application of the Act and the regulations applicable to the board.

8-5.04 When it becomes necessary by virtue of the Act and regulations applicable to the board to place individual or group safety means and equipment at the disposal of employees in order to meet their specific needs, this must not reduce in any way the efforts required by the board, the union and the employees to eliminate at the source dangers to their health, safety and physical well-being.

8-5.05 When an employee exercises the right of refusal provided for in the Act respecting occupational health and safety, he or she must notify his or her immediate superior or a representative authorized by the board immediately.

As soon as the immediate superior is notified or, where applicable, the representative authorized by the board shall convene the union representative mentioned in clause 8-5.09 if he or she is available or, in the case of an emergency, the union delegate of the building concerned; the purpose of this summons is to assess the situation and the corrective measures that the immediate superior or authorized representative of the board intends to apply.

For the purpose of the meeting following the summons, the union representative or, where applicable, the union delegate, may temporarily interrupt his or her work, without loss of salary, including applicable premiums, if any, or reimbursement.

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- 8-5.06** The right of an employee mentioned in clause 8-5.05 shall be exercised subject to the relevant provisions of the Act and regulations concerning occupational health and safety applicable to the board and subject to the terms and conditions specified therein, where applicable.
- 8-5.07** The board cannot impose a layoff, a move, a disciplinary or discriminatory measure due to the fact that the employee exercised in good faith the right provided for in clause 8-5.05.
- 8-5.08** Nothing in the agreement shall prevent the union representative or, where applicable, the union delegate from being accompanied by a union adviser at the meeting provided for in clause 8-5.05; however, the board or its representatives must be informed of the presence of the adviser before the meeting is held.
- 8-5.09** The union may expressly designate one of its representatives to the Labour Relations Committee or to the specific health and safety committee, where applicable, to deal with health and safety matters; the representative may be absent temporarily from his or her work, after having informed his or her immediate superior, without loss of salary, including applicable premiums, if any, or reimbursement, in the following cases:
- a) to attend a meeting provided for in the third paragraph of clause 8-5.05;
 - b) to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the board in connection with a matter dealing with the health, safety or physical well-being of an employee.
- 8-6.00** CLOTHING AND UNIFORMS
- 8-6.01** The board shall provide its employees, free of charge, with any uniform, special clothing or safety shoes which it requires them to wear due to the nature of their work as well as any special article or garment required by the Act and the regulations.
- Moreover, the board and the union, if they deem it necessary for the performance of duties, may agree that the board provide the employee free of charge with any other clothing, uniform or special article.
- 8-6.02** The uniforms, clothing, special articles or safety shoes supplied by the board shall remain its property and may only be replaced upon the return of the old uniform, clothing, special article or safety shoes unless the employee is prevented from doing so due to circumstances beyond his or her control. The board shall decide if a uniform, clothing, article or safety shoes must be replaced.
- 8-6.03** The upkeep of uniforms, clothing, special articles or safety shoes supplied by the board shall be the employees' responsibility except special clothing such as overalls, smocks and other similar items used exclusively on the premises and for working purposes.
- 8-6.04** In the case where the former collective agreement so provided, the board shall continue to supply the apparel and uniforms according to the conditions specified therein.
- 8-6.05** Any grievance concerning the application of this article shall be referred to the grievance procedure without assessors.

8-7.00 **TECHNOLOGICAL CHANGES**

- 8-7.01** For the purpose of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment or its modification, used to produce goods or services and which either modifies the duties entrusted to an employee or causes the abolition of one or more positions.
- 8-7.02** The board shall inform the union in writing of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.
- 8-7.03** The notice mentioned in the preceding clause contains the following information:
- A) nature of the change;
 - B) school, adult education centre, vocational training centre or department concerned;
 - C) date foreseen for the implementation;
 - D) employee or group of employees concerned.
- 8-7.04** At the union's request, the board shall inform the union of the effects of the technological changes foreseen on the working conditions or the security of employment, where applicable, of the employees concerned; moreover, at the union's request, the board shall send to the union the technical sheet of the new equipment, if it is available.
- 8-7.05** The board and union shall agree to meet within forty-five (45) days of the 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.
- 8-7.06** The employee whose duties are modified as a result of the implementation of a technological change shall benefit, if necessary, from the appropriate training or professional improvement, taking into account his or her skills. The costs of the training or professional improvement shall be borne by the board and shall usually be offered during working hours.
- 8-7.07** The parties may, by 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.
- 8-7.08** The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement, notably Chapter 7-0.00.

CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES, ARBITRATION AND DISAGREEMENT**9-1.00 PROCEDURE FOR SETTLING GRIEVANCES**

9-1.01 Any employee who has a problem concerning his or her working conditions which may give rise to a grievance must discuss it with his or her immediate superior in order to attempt to solve it, accompanied if he or she wishes, by his or her union representative. However, the fact that the employee has not followed this procedure shall not cause the employee 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 the case of grievances, the board and the union agree to comply with the following procedure:

A) Step One

The employee shall submit the grievance, in writing, to the authority designated by the board or to the board, if there has been no such designation, within ninety (90) days of the date of the event that gave rise to the grievance.

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 or reimbursement by the union.

The board shall give its written reply to the union within the twenty (20) working days of receiving the grievance and shall forward a copy to the employee. This notice must clearly indicate, for information purposes and without prejudice, the main reasons for the decision.

B) Step Two

In the case of an unsatisfactory written reply, no reply or the reply of the board was not forwarded within the time limit prescribed, the union may submit the grievance to arbitration according to the provisions of this chapter.

9-1.04 The union may file and submit a grievance on behalf of an employee, a group of employees or all employees. In this case, the union must comply with the procedure provided for in clause 9-1.03.

9-1.05 The time limits referred to in this article shall be compulsory, unless there is a written agreement to the contrary. Failure to comply with the time limits provided for in this article shall render the grievance null, void and illegal for the purpose of the agreement.

However, the rejection of a grievance cannot as such be considered as an acknowledgment by the union of the board's allegations and may not be invoked as a precedent.

9-1.06 The grievance notice shall contain a summary account of the facts so as to be able to identify the problem raised. This notice shall also contain, for information purposes and without prejudice, the clauses concerned and the corrective measures required.

No grievance must be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance.

If such an amendment is submitted within the five (5) working days preceding the hearing date, the board shall obtain, upon request, a postponement.

9-1.07 An employee must in no way be penalized, harassed or distressed due to his or her involvement in a grievance.

9-2.00 **ARBITRATION PROCEDURE**

9-2.01 The union that wishes to submit a grievance to arbitration must, within a maximum time limit of thirty (30) working days of the expiry of the time limit provided for in the last subparagraph of paragraph A) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. This notice must contain a copy of the grievance and of the board's written reply, if any, and it must be sent by registered mail or by fax.

However, the union may submit the grievance to arbitration in the manner provided for in the preceding paragraph as soon as it receives the reply of the board as provided for in clause 9-1.03.

A copy of the arbitration notice must be sent at the same time to the board.

In the event of a disruption of postal services, the arbitration notice shall be sent by telegram, fax or teletype and, at the end of the disruption, the union shall forward the aforementioned documents as quickly as possible.

9-2.02 All grievances submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

Jean-Guy MÉNARD, chief arbitrator¹

Rodrigue BLOUIN
 Marc BOISVERT
 Serge BRAULT
 Paul CHARLEBOIS
 Robert CHOQUETTE
 François G. FORTIER
 Harvey FRUMKIN
 François HAMELIN

André LADOUCEUR
 Daniel LAVERY
 Jean-Pierre LUSSIER
 Fernand MORIN
 Denis NADEAU
 Claude RONDEAU
 Lyse TOUSIGNANT
 Jean-Pierre VILLAGGI

or any other person appointed by the Centrale, the CPNCA and the Ministère to act in this capacity.

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

However, the arbitrator shall proceed with the arbitration with assessors if, when the grievance is entered on the monthly arbitration roll or within the fifteen (15) days that follow, there is a request to this effect by the representative of the Centrale, the CPNCA or the Ministère.

- 9-2.03** In the event of an arbitration with assessors, an assessor shall be appointed by the Centrale and another appointed jointly by the CPNCA and the Ministère within the time limit provided for in the last paragraph of clause 9-2.02 to assist the arbitrator and represent each party during the hearing of the grievance and the deliberation.

The assessor thus appointed shall be deemed competent to sit whatever his or her past or present activities, interests in the dispute or duties in the union, board or elsewhere.

- 9-2.04** Upon his or her appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his or her honour before a Superior Court judge to perform his or her duties according to the law and to the agreement.

Upon their appointment, each of the arbitrators shall take an oath or pledge on their honour before the chief arbitrator for the term of the agreement, to render their decisions in conformity with the law and the agreement.

- 9-2.05** After the records office registers the notice of arbitration mentioned in clause 9-2.01, it shall acknowledge receipt without delay to the union. A copy of the acknowledgment, the grievance notice and the notice of arbitration shall be sent, without delay, to the Centrale, the CPNCA, the Ministère, the board concerned and the QESBA.

- 9-2.06** The chief arbitrator or, in his or her absence, the chief records clerk under the authority of the chief arbitrator shall:

- A) prepare the monthly arbitration roll in the presence of the representatives of the parties to the provincial agreement;
- B) appoint an arbitrator from the list mentioned in clause 9-2.02;
- C) set the time, date and place of the first arbitration session;
- D) indicate for each grievance whether the arbitration is referred to a single arbitrator or an arbitrator assisted by assessors in accordance with the procedure described in this article or to an arbitrator appointed in accordance with the accelerated procedure described in Appendix XVI.

The records office shall notify the arbitrators, the assessors, the parties concerned, the Centrale, the CPNCA, the QESBA and the Ministère. The same applies to an arbitrator appointed to hear a grievance in accordance with the accelerated procedure described in Appendix XVI or to act as a mediator in the case of prearbitration mediation.

The party that submits a request for a deferral of an arbitration session within thirty (30) days or less of a hearing date shall pay the arbitrator an indemnity of four hundred dollars (\$400) as cancellation fees. In the case of a joint request for a deferral, the cancellation fees shall be shared equally by the parties.

9-2.07 Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, the parties concerned, the Centrale, the CPNCA, the Ministère and the QESBA. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

9-2.08 If the arbitrator is unable to act because he or she resigns, refuses to act or for other reasons, he or she shall be replaced according to the procedure established for the original appointment.

If the assessor is unable to act because he or she resigns, refuses to act or for other reasons, the party which designated him or her shall appoint a replacement.

9-2.09 The arbitrator may proceed with the arbitration if the party that the assessor represents does not designate a replacement within the time limits he or she prescribes.

9-2.10 The arbitrator shall ensure that the operating rules of the records office are complied with and, more specifically, those found in Appendix XVI.

9-2.11 At any time before the end of the hearings, the provincial negotiating union party, the QESBA and the Ministère may individually or collectively intervene and may make any representation to the arbitrator that they deem appropriate or relevant.

However, if one of the parties mentioned in the preceding paragraph wishes to intervene, it must so inform the other parties.

9-2.12 The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the sessions to be held in camera.

9-2.13 The arbitrator may deliberate in the absence of an assessor provided that he or she has been informed at least seven (7) days in advance in accordance with clause 9-2.07.

9-2.14 The arbitrator must render his or her decision within the forty-five (45) days that follow the end of the hearing, except in the case of the presentation of written notes, in which case the board and the union may agree to extend the time limit. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

The chief arbitrator may not assign a grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

9-2.15 The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.

The assessor may draft a separate report which shall be attached to the decision.

The arbitrator shall file the original signed copy of the decision at the records office.

The records office, under the responsibility of the arbitrator or the chief arbitrator shall forward a copy of the said decision to the assessors, the parties involved, the Centrale, the CPNCA, the Ministère and the QESBA and shall file for and on behalf of the arbitrator two (2) certified copies at the records office of the labour commissioner-general's office.

9-2.16 At any time before the final decision, an arbitrator may render any provisional or interlocutory decision which he or she deems just and useful.

The arbitration decision shall be final, executory and shall bind the parties.

When the decision includes a time limit in which to comply with an obligation, the time limit shall begin on the day the decision was sent by the records office unless the arbitrator decides otherwise in the decision.

9-2.17 An arbitrator may not, by his or her decision, subtract from, add to or modify the clauses of the agreement.

9-2.18 Subject to articles 2-1.00, 9-1.00 and 9-2.00, a grievance filed by an employee who is no longer in the employ of the board or by the union for an employee who is no longer in the employ of the board shall be considered as validly submitted to arbitration, provided that the facts which gave rise to the grievance occurred during the period of employment or as a result of his or her departure and entitles him or her to a monetary claim.

9-2.19 As regards a disciplinary measure, the arbitrator may uphold, modify or annul the decision of the board. All compensation must take into account the amounts earned by the said employee during the period in which he or she should not have been suspended or dismissed.

9-2.20 The chief arbitrator shall choose the chief records clerk.

9-2.21 A) Arbitrators' Fees and Expenses

The board and the union may agree in writing that grievances be submitted to the mediation-arbitration procedure provided for in Appendix X; in such a case, an arbitrator's fees and expenses shall be assumed and divided in the following proportion: seventy percent (70%) by the board and thirty percent (30%) by the union.

Failing a written agreement in accordance with the preceding paragraph, grievances shall be submitted according to the procedure provided for in this article and the fees and expenses of the chief arbitrator and arbitrators shall be borne by the Ministère.

B) Expenses of the Records Office

The expenses of the records office and the salaries of the records office personnel shall be borne by the Ministère.

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

9-2.22 The assessors shall be remunerated and their expenses reimbursed by the party they represent.

9-2.23 The stenography costs shall be assumed by the party which requires it.

If there is a transcript of the official stenographic notes, a copy thereof shall be forwarded by the stenographer, without cost, to the arbitrator and assessors before the beginning of the deliberation.

9-2.24 At the request of a party, or on his or her own initiative, the arbitrator shall transmit or otherwise serve, any order or document and may summon a witness as provided for in the Labour Code.

9-3.00 DISAGREEMENT

9-3.01 All disagreements, as defined in clause 1-2.15, 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 WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES**

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

- A) to the employee working therein in addition to or outside of his or her regular working hours;
- B) to the person who, although not a regular employee of the board, is hired by the board to work exclusively therein.

Their remuneration shall be established as follows:

- a) For the employee assigned to duties corresponding to one of the classes of employment of the categories of technical and paratechnical support and administrative support positions:

he or she shall receive, for each hour worked, the average hourly rate¹ of the salary scale corresponding to the class of employment concerned, which rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; with respect to vacation, the employee shall be entitled to an amount equal to eight percent (8%) of his or her salary.

- b) For the employee assigned to duties corresponding to one of the classes of employment of the category of labour support positions:

he or she shall receive, for each hour worked, the hourly rate for the class of employment concerned, which rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; with respect to vacation, the employee shall be entitled to an amount equal to eight percent (8%) of his or her salary.

- c) If the employee already benefits from the provisions of article 5-6.00 of the agreement, the salary rate applicable to him or her shall be increased by fifteen percent (15%) instead of eleven percent (11%).
- d) The employee who is called to carry out, within the framework of adult education courses, work corresponding to his or her class of employment shall receive, for each hour worked, his or her basic hourly rate, the said rate increased by fifteen percent (15%) in lieu of all fringe benefits and, in particular, vacation benefits if this rate is higher than that provided for in the preceding paragraph a) or b).
- e) If an employee receives a remuneration higher than that provided for above by virtue of an agreement concluded between the board and the union, the remuneration shall be that paid on the date of the signing of the agreement as long as this remuneration remains higher.
- f) The vacation indemnity to which the employee is entitled shall be paid with each pay, provided that this complies with the law and the applicable regulations.

¹ Average hourly rate: minimum salary scale rate plus maximum salary scale rate, the total divided by two (2).

10-1.02 This article does not apply to the employee who is working in the adult education department and who is required by the board to perform, in addition to or outside of his or her regular working hours, work already begun during his or her regular work period.

10-1.03 When an employee is specifically required by the board to look after, in addition to or outside of his or her regular working hours, the preparation, cleaning or supervision of the school during adult education courses, article 6-9.00 concerning the loan and rental of halls applies.

10-1.04 The employee working within the framework of adult education courses shall benefit from the following clauses or articles of the agreement:

- 1-1.01 Objective of the Agreement
- 1-2.00 The following definitions relevant to an employee’s status:
1-2.01, 1-2.03, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12, 1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.20, 1-2.21, 1-2.30, 1-2.34, 1-2.35, 1-2.36, 1-2.39, 1-2.40
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment in the Workplace
- 2-1.01 D) Field of Application
- 2-2.00 Recognition
- 3-1.00 Union Representation
- 3-2.00 Meetings of Joint Committees
- 3-3.00 Union Releases: only clauses 3-3.03, 3-3.04, 3-3.05, 3-3.06, 3-3.07 and 3-3.08 apply
- 3-4.00 Posting
- 3-5.00 Union Meetings
- 3-6.00 Union Dues
- 3-7.00 Union System
- 3-8.00 Documentation
- 4-1.00 Labour Relations Committee
- 5-4.00 Parental Rights (in the case of the employee who is hired for six (6) months or more according to the terms and conditions mentioned in Appendix IV of the agreement)
- 5-8.00 Civil Responsibility
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary
- 6-5.00 Travel Expenses
- 6-6.00 Payment of Salary
- 7-1.03 G) 1) Procedure for Filling a Permanently Vacant or Newly Created Position
- 7-1.09 Reinstatement in a former position or return to a layoff period following a probation period for a position filled under clause 7-1.03
- 8-4.00 Disciplinary Measures
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 11-2.00 Local Arrangements
- 11-3.00 Printing and Translation
- 11-4.00 Coming into Force of the Agreement
- 11-5.00 Appendices
- Appendix I Hourly Salary Scales and Rates
- Appendix IV Parental Rights of Temporary Employees and Employees Covered by Chapter 10-0.00
- Appendix V Parental Rights and Supplementary Employment Insurance Benefits Plan

10-1.05 Amounts due under clause 10-1.01 shall be paid according to article 6-6.00 upon the presentation of the claim duly signed by the employee. The board shall provide the forms.

10-1.06 When the board organizes adult education course sessions, it shall establish for each course session its needs in staff covered by this article. Subsequently, the board shall meet its needs in the following order:

- A) it shall recall to work employees of the building concerned by class of employment and duration of employment;
- B) it shall recall to work employees working within the framework of adult education courses and benefiting from a recall right by class of employment and duration of employment;
- C) it shall address all employees by means of a posting of at least five (5) working days inviting employees to submit their application to the authority designated according to the method prescribed. The board shall draw up a list of employees who have submitted their application and shall forward a copy to the union.

The employee who submits his or her application shall automatically accept to work during every course session unless he or she is prevented from doing so for a valid reason and for short periods. The employee who refuses such a commitment shall lose his or her right for the current session.

The board shall fill the position in the following order and manner:

- a) it shall fill the position by choosing from among the other employees covered by this article;
 - b) it shall fill the position by choosing from among the other employees covered by Chapter 10-0.00 and temporary employees;
 - c) it shall fill the position by choosing from among the part-time regular employees who may hold the adult education position and their part-time position without creating a conflict in their schedule;
- D) failing this, the board may hire any other candidate of its choice.

10-1.07 Notwithstanding the preceding clause, the board cannot be required to assign work to an employee if this has the effect of causing him or her to work for the board a number of weekly working hours in his or her regular workweek greater than the hours of the regular workweek provided for in the Act respecting labour standards or in the inherent regulations.

10-1.08 In all cases, an employee must have the required qualifications and meet the other requirements determined by the board.

10-1.09 If more than one candidate meets the conditions prescribed in the preceding clause, the board shall proceed in the following manner:

- in the case of employees referred to in subparagraphs a) and b) of paragraph C) of clause 10-1.06, according to equivalent seniority obtained by the application of clause 8-1.12;

- in the case of employees referred to in subparagraph c) of paragraph C) of clause 10-1.06, according to seniority.

10-1.10 The employee hired within the framework of this article shall undergo a probation period of sixty (60) days actually worked. However, the probation period shall be ninety (90) days actually worked for employees occupying a position in the subcategory of technical support positions. During the probation period, the board may terminate an employee's employment.

An employee occupying a position of less than seventy-five percent (75%) of thirty-five (35) hours or thirty-eight hours and forty-five minutes (38 h 45 min) according to the employment category, shall undergo a probation period equal to that prescribed above, as the case may be, or a probation period equal to nine (9) consecutive months, whichever is the lesser.

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

10-1.11 A laid-off employee who has completed the probation period mentioned in clause 10-1.10 shall benefit from a right of recall to work for a period of eighteen (18) months following his or her layoff.

10-1.12 For the purpose of this article, the duration of employment corresponds to the period of employment of an employee as of the beginning of his or her employment within the framework of adult education courses. Notwithstanding the foregoing, the period of employment prior to July 1, 1986 cannot be taken into account.

As of July 1, 2000, the duration of employment shall be calculated in hours worked. It shall be added, where applicable, to the duration of employment accumulated on June 30, 2000.

10-1.13 The employee shall be entitled to the procedure for settling grievances and arbitration when he or she feels wronged as a result of the application of the clauses of this article.

10-1.14 Notwithstanding the provisions of this article, the board may always use the services of an employee in surplus or a person in surplus in its employ.

10-2.00 CAFETERIA EMPLOYEES AND STUDENT SUPERVISORS WORKING TEN HOURS OR LESS PER WEEK

10-2.01 A) The employee referred to in this article shall be entitled to the salary rate which applies to him or her in accordance with articles 6-1.00, 6-2.00 and 6-3.00.

B) The salary rate shall be increased by eleven percent (11%) in lieu of all fringe benefits; with respect to vacation, the employee shall be entitled to an amount equal to eight percent (8%) of his or her salary.

C) The vacation indemnity to which the employee is entitled shall be paid on each pay, provided that this complies with the law and applicable regulations.

- 10-2.02** The cafeteria employee who holds a part-time position consisting of more than ten (10) hours per week or a full-time position and who was in the employ of the board on the date of the signing of the agreement shall maintain, subject to Chapter 7-0.00, his or her position and status and shall benefit from the provisions of the agreement relevant to his or her status.
- 10-2.03** The employee referred to in this article shall benefit from the following clauses or articles of the agreement:
- 1-1.01 Objective of the Agreement
 - 1-2.00 The following definitions relevant to an employee's status:
1-2.01, 1-2.03, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12,
1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.20, 1-2.21, 1-2.30, 1-2.34,
1-2.35, 1-2.36, 1-2.39, 1-2.40
 - 1-3.00 Respect for Human Rights and Freedoms
 - 1-4.00 Sexual Harassment in the Workplace
 - 2-1.01 E) Field of Application
 - 2-2.00 Recognition
 - 3-1.00 Union Representation
 - 3-2.00 Meetings of Joint Committees
 - 3-3.00 Union Releases: only clauses 3-3.03, 3-3.04, 3-3.05, 3-3.06, 3-3.07 and
3-3.08 apply
 - 3-4.00 Posting
 - 3-5.00 Union Meetings
 - 3-6.00 Union Dues
 - 3-7.00 Union System
 - 3-8.00 Documentation
 - 4-1.00 Labour Relations Committee
 - 4-3.00 Participation in the Governing Board
 - 5-4.00 Parental Rights (in the case of the employee who is hired for six (6)
months or more according to the terms and conditions mentioned in
Appendix IV of the agreement)
 - 5-7.02 A) Organizational Professional Improvement
 - 5-7.02 B) Occupational Professional Improvement
 - 5-8.00 Civil Responsibility
 - 5-9.05 Leaves Without Salary for Studies
 - 6-1.00 Classification Rules
 - 6-2.00 Determination of Step
 - 6-3.00 Salary
 - 6-5.00 Travel Expenses
 - 6-6.00 Payment of Salary
 - 7-1.03 G) 1) Procedure for Filling a Permanently Vacant or Newly Created Position
 - 7-1.09 Reinstatement in a former position or return to a layoff period following
a probation period for a position filled under clause 7-1.03
 - 7-1.11 Second paragraph
 - 7-6.00 Contracting Out
 - 8-4.00 Disciplinary Measures
 - 8-5.00 Health and Safety
 - 8-6.00 Clothing and Uniforms
 - 9-1.00 Procedure for settling grievances for the purposes of applying this
article
 - 9-2.00 Arbitration procedure for the purposes of applying this article
 - 9-3.00 Disagreement for the purposes of applying this article
 - 11-2.00 Local Arrangements
 - 11-3.00 Printing and Translation
 - 11-4.00 Coming into Force of the Agreement
 - 11-5.00 Appendices

Appendix I	Hourly Salary Scales and Rates
Appendix IV	Parental Rights of Temporary Employees and Employees Covered by Chapter 10-0.00
Appendix V	Parental Rights and Supplementary Employment Insurance Benefits Plan

10-2.04 Amounts due under this article shall be paid according to article 6-6.00 upon the presentation of the claim duly signed by the employee. The board shall provide the forms.

10-2.05 The employee hired within the framework of this article shall undergo a probation period of sixty (60) days actually worked or a probation period of nine (9) consecutive months, whichever is the lesser. During the probation period, the board may terminate his or her employment.

Any absence during that period shall be added to it.

10-2.06 During a layoff including a temporary layoff of an employee covered by this article, the board shall proceed by place of work, class of employment and according to the inverse order of duration of employment.

In the case of a recall, the board shall proceed first by place of work, class of employment and according to the duration of employment of the employees who have been laid off for less than eighteen (18) months and, secondly, by class of employment and duration of employment according to a list maintained at the board level on which the board registered the employees who were laid off for less than eighteen (18) months and who requested to be registered on the list in writing.

To benefit from this right of recall, the employee must have completed the probation period referred to in clause 10-2.05.

If there is a possibility of adding hours or of a replacement, the hours shall be assigned by duration of employment and, as a priority, by place of work up to ten (10) hours per week.

10-2.07 For the purpose of this article, the duration of employment corresponds to the employee's period of employment as of the beginning of his or her employment within the framework of this article.

As of July 1, 2000, the duration of employment shall be calculated in hours worked. It shall be added, where applicable, to the duration of employment accumulated on June 30, 2000.

10-3.00 EMPLOYEES WORKING 15 HOURS OR LESS PER WEEK IN A DAY CARE SERVICE UNDER THE AEGIS OF A SCHOOL BOARD

10-3.01 The employee working fifteen (15) hours or less per week in a day care service under the aegis of a school board shall receive, for each hour worked, the hourly rate specified in Appendix I, the said rate increased by eleven percent (11%) in lieu of all fringe benefits; with respect to vacation, he or she shall be entitled to an amount equal to eight percent (8%) of his or her salary.

The vacation indemnity to which the employee is entitled shall be paid to him or her with each pay, provided that this complies with the law and the applicable regulations.

- 10-3.02** The employee working in a day care service under the aegis of a school board on the date of the signing of the agreement and who had regular employee status in a day care service shall maintain the status and working conditions recognized for him or her prior to the date of the signing of the agreement, provided there was no break in his or her employment ties.
- 10-3.03** The employee referred to in this article shall benefit from the following clauses or articles of the agreement:
- 1-1.01 Objective of the Agreement
 - 1-2.00 The following definitions relevant to an employee's status:
1-2.01, 1-2.03, 1-2.06, 1-2.07, 1-2.08, 1-2.09, 1-2.10, 1-2.11, 1-2.12,
1-2.13, 1-2.14, 1-2.15, 1-2.16, 1-2.18, 1-2.20, 1-2.21, 1-2.30, 1-2.34,
1-2.35, 1-2.36, 1-2.39, 1-2.40
 - 1-3.00 Respect for Human Rights and Freedoms
 - 1-4.00 Sexual Harassment in the Workplace
 - 2-1.01 G) Field of Application
 - 2-2.00 Recognition
 - 3-1.00 Union Representation
 - 3-2.00 Meetings of Joint Committees
 - 3-3.00 Union Releases: only clauses 3-3.03, 3-3.04, 3-3.05, 3-3.06, 3-3.07 and
3-3.08 apply
 - 3-4.00 Posting
 - 3-5.00 Union Meetings
 - 3-6.00 Union Dues
 - 3-7.00 Union System
 - 3-8.00 Documentation
 - 4-1.00 Labour Relations Committee
 - 4-3.00 Participation in the Governing Board
 - 5-4.00 Parental Rights (in the case of the employee who is hired for six (6)
months or more according to the terms and conditions mentioned in
Appendix IV of the agreement)
 - 5-7.02 A) Organizational Professional Improvement
 - 5-7.02 B) Occupational Professional Improvement
 - 5-8.00 Civil Responsibility
 - 5-9.05 Leaves Without Salary for Studies
 - 6-1.00 Classification Rules
 - 6-2.00 Determination of Step
 - 6-3.00 Salary
 - 6-5.00 Travel Expenses
 - 6-6.00 Payment of Salary
 - 7-1.03 G) 1) Procedure for Filling a Permanently Vacant or Newly Created Position
 - 7-1.09 Reinstatement in a former position or return to a layoff period
 - 7-1.11 Second paragraph
 - 7-1.38 E) Annual Filling of Day Care Service Positions
 - 7-1.39 B) Temporary Filling of Increases in Workload, Additional Hours and
Replacement Hours
 - 7-1.41 Reinstatement in a former position or return to a layoff period following
a probation period in a day care service position
 - 7-3.37 Second paragraph: displaced employee
 - 7-3.38 Third and fourth paragraphs: displacement
 - 7-6.00 Contracting Out
 - 8-4.00 Disciplinary Measures
 - 8-5.00 Health and Safety
 - 8-6.00 Clothing and Uniforms
 - 9-1.00 Procedure for settling grievances for the rights recognized in
article 10-3.00
 - 9-2.00 Arbitration procedure for the rights recognized in article 10-3.00
 - 9-3.00 Disagreement for the rights recognized in article 10-3.00
 - 11-2.00 Local Arrangements

11-3.00	Printing and Translation
11-4.00	Coming into Force of the Agreement
11-5.00	Appendices
Appendix I	Hourly Salary Scales and Rates
Appendix IV	Parental Rights of Temporary Employees and Employees Covered by Chapter 10-0.00
Appendix V	Parental Rights and Supplementary Employment Insurance Benefits Plan
Appendix XXI	Letter of Agreement Concerning the Remuneration of Day Care Service Employees

10-3.04 Amounts due under this article shall be paid according to article 6-6.00 upon the presentation of the claim duly signed by the employee. The board shall provide the forms.

10-3.05 If the board decides to fill a position of person-in-charge of a day care service under the aegis of a school board, it shall proceed according to the following order:

- A) It shall choose from among the employees in the day care service concerned who have completed the probation period provided for in clause 10-3.08 and who have requested in writing to be considered for the position, by duration of employment.
- B) It shall choose from among the employees in other day care services who have completed the probation period provided for in clause 10-3.08 and who have requested in writing to be considered for the position.
- C) It shall choose from among the other employees who are entitled to the right of recall pursuant to this article.
- D) Failing this, the board may hire any other person.

10-3.06 The employee who obtains by the application of paragraph A), B) or C) of clause 10-3.05 a position of person-in-charge of a day care service under the aegis of a school board for whom this constitutes a promotion shall undergo a three (3)-month adaptation period. If, during that period, the board determines that the employee has not performed his or her duties adequately, it shall inform the union and return the employee to his or her former position or lay off the employee, as the case may be.

The employee referred to in paragraph A) or B) of clause 10-3.05 may decide to return to his or her former position within thirty (30) days after he or she was assigned to the position of person-in-charge of a day care service under the aegis of a school board.

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

10-3.07 A) When, during the year, the board decides to fill a permanently vacant position of day care service educator, it shall offer the position by duration of employment to educators in the day care service concerned who completed the probation period prescribed in clause 10-3.08.

B) When the board decides to fill a temporarily vacant position of person-in-charge of a day care service or day care service educator, it shall offer the position by duration of employment to educators in the day care service concerned who have completed the probation period prescribed in clause 10-3.08.

C) During pedagogical days, the board shall offer, if need be, working hours, by class of employment and duration of employment, to the employees in the day care service concerned who completed the probation period prescribed in clause 10-3.08.

10-3.08 The employee hired within the framework of this article shall undergo a probation period of sixty (60) days actually worked. However, the probation period shall be equal to ninety (90) days actually worked for employees who hold a position in the subcategory of technical support positions or of nine (9) consecutive months, whichever is the lesser. During the probation period, the board may terminate the employment.

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

10-3.09 For the purpose of this article, the duration of employment corresponds to an employee's period of employment which is taken into account as of the beginning of his or her employment within the framework of this article.

As of July 1, 2000, the duration of employment shall be calculated in hours worked. It shall be added, where applicable, to the duration of employment accumulated on June 30, 2000.

10-3.10 At the time of a layoff, including the temporary layoff of an employee covered by this article, the board shall proceed by place of work, class of employment and by the inverse order of duration of employment.

In the case of a recall, it shall proceed first by place of work, class of employment and duration of employment of the employees laid off for less than eighteen (18) months and, secondly, by class of employment and duration of employment according to a list maintained at the board level on which the board registered the employees laid off for less than eighteen (18) months who requested to be registered on the list in writing.

When the board proceeds with a recall, it shall offer work schedules by duration of employment starting with the employee who has the greatest number of working hours.

To benefit from this right of recall, the employee must have completed the probation period referred to in clause 10-3.08.

10-3.11 In the case of the layoff referred to in clause 10-3.10, if two (2) or more employees have 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 does not oblige the board to assign to the other employees 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 does not oblige the board to assign to an employee who has been recalled the same number of weekly working hours as he or she had previously.

10-3.12 If, in the course of the year, a number of working hours must be added to those already established, the employees shall choose by duration of employment to add these hours to their work schedule, provided that the department's schedules allow it.

10-3.13 The board and the union may agree on terms concerning the establishment of work schedules to enable employees to work a regular workweek of thirty-five (35) hours, when the number of students so permits.

10-3.14 If the needs of the day care service so permit and with the consent of the school principal, the schedule of the person-in-charge of a day care service in each day care service shall include a period of time devoted to administrative duties and to the planning and preparation of activities.

For the day care service educator, a period of time shall be included in his or her schedule to participate in the planning and preparation of activities.

10-3.15 In the cases prescribed in this article, the employee must possess the required qualifications and meet the other requirements determined by the board.

10-3.16 Notwithstanding this article, the board may always use the services of a person-in-charge of a day care service or a day care service educator who benefits from a right to return within the meaning of clause 7-3.40 or in surplus in its employ.

10-3.17 The board shall try to maintain twenty (20) students per group.

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 to the board a standard form authorizing deduction.

11-1.02 The board shall collaborate in facilitating this operation.

11-1.03 Thirty (30) days after this savings institution or credit union has forwarded the authorizations for deductions to the board, the latter shall deduct from each salary payment of the employee who has signed such an authorization the amount that he or she has indicated as a deduction for deposit in the said savings institution or credit union.

11-1.04 Thirty (30) days after a written notice to this effect by the employee, 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.

11-1.07 Article 11-1.00 applies, by making the necessary changes, to the employee who wishes to purchase government savings bonds.

11-2.00 LOCAL ARRANGEMENTS

11-2.01 The board and the union may agree on local arrangements according to the procedure prescribed in this article.

11-2.02 No local arrangement may directly or indirectly modify a provision of the agreement which cannot be the subject of a local arrangement.

Any local arrangement concluded after the date of the coming into force of the agreement must specify an expiry date.

11-2.03 Failing a local arrangement on a subject for which the agreement or the law so provides, the provisions of the agreement apply.

11-2.04 The board or the union may give an eight (8)-day written notice of its intention to meet the other party for the purpose of discussing the replacement of one or more provisions of the agreement which could be the subject of local arrangements.

- 11-2.05** To be considered valid, any agreement constituting a local arrangement under this article must meet the following requirements:
- A) it must be in writing;
 - B) the board and the union must sign it through their authorized representatives;
 - C) any article thus modified must appear in the agreement;
 - D) it must be filed in accordance with the provisions of the Labour Code;
 - E) the date of the application of the agreement must be stipulated therein and may in no case be prior to the signing of the agreement and, unless otherwise provided, this agreement shall be in effect until it is replaced or, at the latest, until the coming into force of new stipulations negotiated and agreed at the provincial level.
- 11-2.06** No provision of this article may give rise to the right to strike or to lockout nor may it lead to a dispute as defined in the Labour Code.
- 11-2.07** A local arrangement may be cancelled or replaced by a written agreement between the board and the union. Such agreement must fulfill the requirements of clause 11-2.05.
- 11-2.08** At the union's request, the board shall release, without loss of salary, including applicable premiums, if any, or reimbursement, a maximum of two (2) employees designated by the union in order to participate in the joint meetings required to discuss the provisions arising from this article. The employee must notify his or her immediate superior before the leave.
- 11-3.00** **PRINTING AND TRANSLATION**
- 11-3.01** The text of the agreement and the Classification Plan shall be printed at the expense of the CPNCA.
- 11-3.02** The French text constitutes the official text of the agreement. However, the provincial negotiating parties shall agree to an English version of the agreement for administrative purposes.
- 11-3.03** The text of the agreement and the Classification Plan shall be translated into English at the expense of the CPNCA. The English version must be made available to English-speaking employees and to the union as quickly as possible.
- 11-4.00** **COMING INTO FORCE OF THE AGREEMENT**
- 11-4.01** The agreement has no retroactive effect other than that provided for in the clauses and articles listed in clause 11-4.08 and, unless otherwise provided, comes into force on the date it is signed.

11-4.02 The time limits provided for in the procedure for settling grievances shall be extended until such time as the provincial negotiating union party has received copies of the agreement in a quantity sufficient to permit a distribution to its members governed by this agreement.

A1 11-4.03 The agreement expires on June 30, 2003.

However, the working conditions provided for in the agreement continue to apply until the signing of a new collective agreement.

11-4.04 Unless otherwise provided, the agreement shall replace any former collective agreement concluded between the board and the union.

Notwithstanding the preceding paragraph, the provisions of the 1995-1998 collective agreement negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) shall continue to be in force as long as they are not modified, repealed or replaced by agreement between the board and the union as provided for by law.

11-4.05 For the employees in the employ of the board on the date of signing the agreement, the amounts due under clause 11-4.08 shall be paid within sixty (60) days of that date.

11-4.06 For the employees in the employ of the board between July 1, 1999 and the date on which the agreement is signed and who are no longer in the employ of the board on that date, the board shall provide the union with a list of these employees within one hundred and twenty (120) days of the date of the signing of the agreement and shall indicate their last known address.

In order to receive the amounts due under clause 11-4.08, the employee concerned must make a request in writing to this effect to the board within one hundred and twenty (120) days after the union receives the list. In the event of the employee's death, the request must be made by his or her beneficiaries.

The amounts due under clause 11-4.08 shall be paid within sixty (60) days after the request is received.

11-4.07 The board shall provide the employees with a summary of the calculation of their retroactivity; a copy thereof shall be forwarded to the union. The summary shall be provided at the same time as the payment of retroactivity.

11-4.08 Retroactivity

An employee in the employ of the board between January 1, 1999 and the date on which the agreement is signed shall be entitled to an amount of retroactivity equal to the difference between, if it is positive, the salary, or as the case may be, the amount to which he or she would have been entitled taking into account his or her active service or the number of hours remunerated during that period under the following provisions:

5-3.32 A), 5-3.44, 5-4.09, 5-4.10, 5-4.18, 5-4.20, 5-4.21, 5-4.23, 6-1.00, 6-2.00, 6-3.00, 6-4.00, 6-7.00, 6-8.00, 6-9.00, 7-4.12, 8-3.00, 10-1.01, 10-2.01, 10-3.01

and

- the amounts already paid by the board between January 1, 1999 and the date on which the agreement is signed.
- 11-4.09** The board shall apply the new salary scales found in Appendix I within forty-five (45) days of the signing of the agreement.
- 11-4.10** Strikes and lockouts are prohibited as of the coming into force of the agreement as long as the right to strike and lockout has not been acquired in accordance with the provisions of the Labour Code.
- 11-5.00** APPENDICES
- 11-5.01** The appendices are an integral part of the agreement.
- 11-6.00** INTERPRETATION OF TEXTS (PROTOCOL)
- 11-6.01** For the purposes of the wording of the new agreement, the provincial negotiating parties have agreed to use the feminine and masculine genders in all designations of persons. To this end, the parties have established the rules of drafting that are found in Appendix IX (applicable to French text only).
- 11-6.02** The application of these rules does not have the effect of modifying the rights and benefits which would have applied had the text been written in the masculine gender and, unless the context is to the contrary, may not have the effect of granting different rights or benefits to women or to men.
- 11-6.03** For the purposes of this agreement, the use of a fax shall constitute, in every case, a valid mode of transmission of a written notice.
- 11-6.04** The expression "1989-1991 collective agreement" signifies the 1989-1991 agreement and its extensions.

IN WITNESS WHEREOF, the parties have signed in Montréal the stipulations negotiated and agreed between, on the one hand, the Management Negotiating Committee for English-language School Boards and, on the other hand, the Centrale de l'enseignement du Québec and the Fédération du personnel de soutien scolaire on this 18th day of the month of May 2000.

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

THE UNIONS AFFILIATED WITH THE
CENTRALE DE L'ENSEIGNEMENT DU
QUÉBEC AND THE FÉDÉRATION DU
PERSONNEL DE SOUTIEN SCOLAIRE
REGROUPING ASSOCIATIONS OF
EMPLOYEES

(signed) François Legault

François Legault
Ministre de l'Éducation

(signed) Monique Richard

Monique Richard
President, CEQ

(signed) Bernard Huot

Bernard Huot
President, CPNCA

(signed) Diane Fortin

Diane Fortin
Coordinator, CEQ

(signed) Hilaire Rochefort

Hilaire Rochefort
Vice-president, CPNCA

(signed) Bernard Couturier-Lévesque

Bernard Couturier-Lévesque
President, FPSS

(signed) Diane Ratcliffe

Diane Ratcliffe
President, QESBA

(signed) Joanne Quévillon

Joanne Quévillon
Vice-president, FPSS

(signed) Daniel Lafrenière

Daniel Lafrenière
Vice-president, FPSS

(signed) Melody Bell

Melody Bell
Negotiator, QESBA

(signed) Mélodie Pariseau

Mélodie Pariseau
Negotiator, FPSS

(signed) Michel Bouchard

Michel Bouchard
Spokesperson
Negotiator, MEQ

(signed) Marie-Claude Morin

Marie-Claude Morin
Spokesperson, FPSS - CEQ

TABLE OF CONTENTS

APPENDICES	TITLES	PAGE
Appendix I	Hourly Salary Scales and Rates	148
Appendix II	Moving Expenses	169
Appendix III	Sabbatical Leave with Deferred Salary	172
Appendix IV	Parental Rights of Temporary Employees and Employees Covered by Articles 10-1.00, 10-2.00 and 10-3.00	178
Appendix V	Parental Rights and Supplementary Employment Insurance Benefits Plan	179
Appendix VI	Letter of Intent Concerning Pension Plans	180
Appendix VII	Terms and Conditions for Applying the Progressive Retirement Plan	193
Appendix VIII	Equal Opportunity Advisory Committee	198
Appendix IX	Feminization of Texts	199
Appendix X	Mediation Arbitration	200
Appendix XI	Technical Committee on Insurance	201
Appendix XII	Relocation	202
Appendix XIII	Grievances and Arbitration (former collective agreement)	203
Appendix XIV	Classification of Certain Employees	204
Appendix XV	Computerized Billing of Group Insurance Premiums ..	205
Appendix XVI	Provincial Committee for Settling Grievances, Prearbitration Mediation and Accelerated Arbitration	207
Appendix XVII	Intercategorical Parity Committee for the Analysis of the Arbitration System	210
Appendix XVIII	Transfer and Reassignment Norms	211
Appendix XIX	Job Evaluations	212
Appendix XX	Integration of Certain Employees on the Date of the Coming into Force of the Agreement	214
Appendix XXI	Letter of Agreement Concerning the Remuneration of Day Care Service Employees	216
Appendix XXII	Transitory Measures Concerning Day Care Service Employees under the 1998-2002 Collective Agreement	218

Appendix XXIII	Letter of agreement concluded between the CEQ and the QFL and the government of Québec on behalf of support and professional staff in the education sector and staff in the health and social services sector	219
Appendix XXIV	Letter of Agreement Concerning Family Responsibilities	226
Appendix XXV	Life, Health and Salary Insurance Plan for Employees Working Within the Framework of Article 10-1.00 of the Agreement	227
Appendix XXVI	Change in the Basic Health Insurance Plan and Complementary Personal Insurance Plans Resulting from the Establishment of French-language and English-language School Boards	228
Appendix XXVII	Special Provisions Applicable to Employees of the Eastern Townships School Board	229
Appendix XXVIII	Regional Offices and English-language School Boards	230

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APPENDIX I

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**

HOURLY SALARY SCALES AND RATES
INDEX

I	CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS	Page
I-1	Subcategory of Technical Support Positions	
	Administration Technician	153
	Audiovisual Technician	152
	Braille Technician	152
	Building Technician	154
	Data Processing Technician	155
	Data Processing Technician, principal class	155
	Documentation Technician	152
	Electronics Technician	154
	Food Management Technician	153
	Graphic Arts Technician	153
	Interpreter-Technician	155
	Laboratory Technician	154
	Nurse	151
	Person-in-Charge of a Day Care Service	152
	Psychometry Technician	152
	Recreational Activities Technician	152
	School Organization Technician	154
	School Transportation Technician	153
	Social Work Technician	154
	Special Education Technician	154
	Vocational Training Technician	154
I-2	Subcategory of Paratechnical Support Positions	
	Attendant for Handicapped Students	159
	Binder	159
	Data Processing Operator, class I	158
	Data Processing Operator, principal class	159
	Day Care Service Educator	156
	Laboratory Attendant	156
	Nursing Assistant (or those possessing a diploma in health, assistance and nursing care)	157
	Offset Duplicator Operator	158
	Offset Duplicator Operator, principal class	158
	School Transportation Inspector	157
	Student Supervisor	160
	Swimming Pool Supervisor	160

II	CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS	Page
	Buyer	161
	Executive Secretary	164
	Office Agent, class II	161
	Office Agent, class I	161
	Office Agent, principal class	161
	Office Assistant	162
	School Secretary	163
	Secretary	163
	Storekeeper, class II	162
	Storekeeper, class I	162
	Storekeeper, principal class	163
	Telephone Operator	164
III	CATEGORY OF LABOUR SUPPORT POSITIONS	
III-1	Subcategory of Qualified Workman Positions	
	Cabinetmaker	165
	Carpenter	166
	Certified Maintenance Workman	166
	Electrician	165
	Electrician, principal class	165
	Glazier-Installer-Mechanic	166
	Locksmith	166
	Master Pipe Mechanic	165
	Mechanic, class II	165
	Mechanic, class I	165
	Painter	166
	Pipe Fitter	166
	Specialized Shop Mechanic	166
	Stationary Engineer	165
	Trade Apprentice	165
	Welder	166
III-2	Subcategory of Maintenance and Service Positions	
	Caretaker (9 275 m ² or more)	167
	Caretaker (less than 9 275 m ²)	167
	Cook, class III	167
	Cook, class II	167
	Cook, class I	167
	Gardener	168
	General Kitchen Helper	167
	Guard	168
	Heavy Vehicle Driver	167
	Heavy Vehicle Driver Assistant	167
	Laundryman	167
	Light Vehicle Driver	167
	Maintenance Workman, class III	168
	Maintenance Workman, class II	168
	Maintenance Workman, class I	168
	Night Caretaker (9 275 m ² or more)	167
	Night Caretaker (less than 9 275 m ²)	167
	Trades Helper	167

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
1	16.04	16.28	0.49	16.69	0.5	16.69	17.11	17.54	17.89
2	16.58	16.83	0.5	17.25	0.52	17.3	17.73	18.17	18.53
3	17.09	17.35	0.52	17.78	0.53	17.95	18.4	18.86	19.24
4	17.6	17.86	0.54	18.31	0.55	18.6	19.07	19.55	19.94
5	18.16	18.43	0.55	18.89	0.57	19.29	19.77	20.26	20.67
6	18.71	18.99	0.57	19.46	0.58	20.01	20.51	21.02	21.44
7	19.31	19.6	0.59	20.09	0.6	20.75	21.27	21.8	22.24
8	19.91	20.21	0.61	20.72	0.62	21.5	22.04	22.59	23.04
9	20.63	20.94	0.63	21.46	0.64	22.3	22.86	23.43	23.9
10	21.38	21.7	0.65	22.24	0.67	23.12	23.7	24.29	24.78
11	22.25	22.58	0.68	23.14	0.69	23.99	24.59	25.2	25.7
12	23.3	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
	\$	\$	\$	\$	\$	\$
1	13.22	13.42	14.09	14.44	14.80	15.10
2	13.64	13.84	14.66	15.03	15.41	15.72
3	14.06	14.27	15.15	15.53	15.92	16.24
4	14.47	14.69	15.71	16.10	16.50	16.83
5	14.92	15.14	16.27	16.68	17.10	17.44
6	15.37	15.60	16.86	17.28	17.71	18.06
7	15.85	16.09	17.43	17.87	18.32	18.69
8	16.34	16.59	18.12	18.57	19.03	19.41
9			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
	\$	\$	\$	\$	\$	\$
1	13.55	13.75	14.09	14.44	14.80	15.10
2	14.09	14.30	14.66	15.03	15.41	15.72
3	14.56	14.78	15.15	15.53	15.92	16.24
4	15.10	15.33	15.71	16.10	16.50	16.83
5	15.64	15.87	16.27	16.68	17.10	17.44
6	16.21	16.45	16.86	17.28	17.71	18.06
7	16.75	17.00	17.43	17.87	18.32	18.69
8	17.42	17.68	18.12	18.57	19.03	19.41
9	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
	\$	\$	\$	\$	\$	\$
1	13.79	14.00	14.35	14.71	15.08	15.38
2	14.26	14.47	14.83	15.20	15.58	15.89
3	14.84	15.06	15.44	15.83	16.23	16.55
4	15.36	15.59	15.98	16.38	16.79	17.13
5	15.96	16.20	16.61	17.03	17.46	17.81
6	16.53	16.78	17.20	17.63	18.07	18.43
7	17.20	17.46	17.90	18.35	18.81	19.19
8	17.84	18.11	18.56	19.02	19.50	19.89
9	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
	\$	\$	\$	\$	\$	\$
1	15.24	15.47	15.86	16.26	16.67	17.00
2	15.72	15.96	16.36	16.77	17.19	17.53
3	16.18	16.42	16.83	17.25	17.68	18.03
4	16.62	16.87	17.29	17.72	18.16	18.52
5	17.11	17.37	17.80	18.25	18.71	19.08
6	17.62	17.88	18.33	18.79	19.26	19.65
7	18.09	18.36	18.82	19.29	19.77	20.17
8	18.58	18.86	19.33	19.81	20.31	20.72
9	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
	\$	\$	\$	\$	\$	\$
1	14.91	15.13	15.51	15.90	16.30	16.63
2	15.37	15.60	15.99	16.39	16.80	17.14
3	15.85	16.09	16.49	16.90	17.32	17.67
4	16.34	16.59	17.00	17.43	17.87	18.23
5	16.87	17.12	17.55	17.99	18.44	18.81
6	17.37	17.63	18.07	18.52	18.98	19.36
7	17.91	18.18	18.63	19.10	19.58	19.97
8	18.47	18.75	19.22	19.70	20.19	20.59
9	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
	\$	\$	\$	\$	\$	\$
1	15.59	15.82	16.22	16.63	17.05	17.39
2	16.13	16.37	16.78	17.20	17.63	17.98
3	16.63	16.88	17.30	17.73	18.17	18.53
4	17.19	17.45	17.89	18.34	18.80	19.18
5	17.75	18.02	18.47	18.93	19.40	19.79
6	18.32	18.59	19.05	19.53	20.02	20.42
7	18.92	19.20	19.68	20.17	20.67	21.08
8	19.54	19.83	20.33	20.84	21.36	21.79
9	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
	\$	\$	\$	\$	\$	\$
1	18.65	18.93	19.40	19.89	20.39	20.80
2	19.30	19.59	20.08	20.58	21.09	21.51
3	19.91	20.21	20.72	21.24	21.77	22.21
4	20.62	20.93	21.45	21.99	22.54	22.99
5	21.32	21.64	22.18	22.73	23.30	23.77
6	22.03	22.36	22.92	23.49	24.08	24.56
7	22.86	23.20	23.78	24.37	24.98	25.48
8	23.65	24.00	24.60	25.22	25.85	26.37
9	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
	\$	\$	\$	\$	\$	\$
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	13.37	13.57	13.91	14.26	14.62	14.91
4	13.68	13.89	14.24	14.60	14.97	15.27
5	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
	\$	\$	\$	\$	\$	\$
1	12.77	12.96	13.28	13.61	13.95	14.23
2	13.07	13.27	13.75	14.09	14.44	14.73
3	13.37	13.57	14.23	14.59	14.95	15.25
4	13.68	13.89	14.71	15.08	15.46	15.77
5	14.01	14.22	15.2	15.58	15.97	16.29
6			15.74	16.13	16.53	16.86
7			16.27	16.68	17.1	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
	\$	\$	\$	\$	\$	\$
1	12.82	13.01	13.34	13.67	14.01	14.29
2	13.19	13.39	13.72	14.06	14.41	14.70
3	13.62	13.82	14.17	14.52	14.88	15.18
4	14.10	14.31	14.67	15.04	15.42	15.73
5	14.50	14.72	15.09	15.47	15.86	16.18
6	14.98	15.20	15.58	15.97	16.37	16.70
7	15.49	15.72	16.11	16.51	16.92	17.26
8	15.98	16.22	16.63	17.05	17.48	17.83
9	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
	\$	\$	\$	\$	\$	\$
1	13.44	13.64	13.98	14.33	14.69	14.98
2	13.85	14.06	14.41	14.77	15.14	15.44
3	14.25	14.46	14.82	15.19	15.57	15.88
4	14.69	14.91	15.28	15.66	16.05	16.37
5	15.13	15.36	15.74	16.13	16.53	16.86
6	15.57	15.80	16.20	16.61	17.03	17.37
7	16.04	16.28	16.69	17.11	17.54	17.89
8	16.51	16.76	17.18	17.61	18.05	18.41
9	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
	\$	\$	\$	\$	\$	\$
1	12.77	12.96	13.28	13.61	13.95	14.23
2	13.19	13.39	13.72	14.06	14.41	14.70
3	13.58	13.78	14.12	14.47	14.83	15.13
4	14.07	14.28	14.64	15.01	15.39	15.70
5	14.44	14.66	15.03	15.41	15.80	16.12
6	14.91	15.13	15.51	15.90	16.30	16.63
7	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
	\$	\$	\$	\$	\$	\$
1	14.91	15.13	15.51	15.90	16.30	16.63
2	15.39	15.62	16.01	16.41	16.82	17.16
3	15.85	16.09	16.49	16.90	17.32	17.67
4	16.35	16.60	17.02	17.45	17.89	18.25
5	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
	\$	\$	\$	\$	\$	\$
1	14.18	14.39	14.75	15.12	15.50	15.81
2	14.69	14.91	15.28	15.66	16.05	16.37
3	15.21	15.44	15.83	16.23	16.64	16.97
4	15.80	16.04	16.44	16.85	17.27	17.62
5	16.36	16.61	17.03	17.46	17.90	18.26
6	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
	\$	\$	\$	\$	\$	\$
1	16.99	17.24	17.67	18.11	18.56	18.93
2	17.56	17.82	18.27	18.73	19.20	19.58
3	18.18	18.45	18.91	19.38	19.86	20.26
4	18.75	19.03	19.51	20.00	20.50	20.91
5	19.40	19.69	20.18	20.68	21.20	21.62
6	20.05	20.35	20.86	21.38	21.91	22.35
7	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
	\$	\$	\$	\$	\$	\$
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: **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
	\$	\$	\$	\$	\$	\$
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	13.37	13.57	13.91	14.26	14.62	14.91
4	13.68	13.89	14.24	14.60	14.97	15.27
5	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
	\$	\$	\$	\$	\$	\$
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

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
	\$	\$	\$	\$	\$	\$
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	13.37	13.57	13.91	14.26	14.62	14.91
4	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
	\$	\$	\$	\$	\$	\$
1	13.67	13.88	14.23	14.59	14.95	15.25
2	14.14	14.35	14.71	15.08	15.46	15.77
3	14.61	14.83	15.20	15.58	15.97	16.29
4	15.13	15.36	15.74	16.13	16.53	16.86
5	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
	\$	\$	\$	\$	\$	\$
1	15.96	16.20	16.61	17.03	17.46	17.81
2	16.43	16.68	17.10	17.53	17.97	18.33
3	16.98	17.23	17.66	18.10	18.55	18.92
4	17.54	17.80	18.25	18.71	19.18	19.56
5	18.08	18.35	18.81	19.28	19.76	20.16
6	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
	\$	\$	\$	\$	\$	\$
1	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
	\$	\$	\$	\$	\$	\$
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	13.37	13.57	13.91	14.26	14.62	14.91
4	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
	\$	\$	\$	\$	\$	\$
1	13.92	14.13	14.48	14.84	15.21	15.51
2	14.40	14.62	14.99	15.36	15.74	16.05
3	14.87	15.09	15.47	15.86	16.26	16.59
4	15.36	15.59	15.98	16.38	16.79	17.13
5	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
	\$	\$	\$	\$	\$	\$
1	15.85	16.09	16.49	16.90	17.32	17.67
2	16.41	16.66	17.08	17.51	17.95	18.31
3	16.98	17.23	17.66	18.10	18.55	18.92
4	17.54	17.80	18.25	18.71	19.18	19.56
5	18.09	18.36	18.82	19.29	19.77	20.17
6	18.70	18.98	19.45	19.94	20.44	20.85
7	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
	\$	\$	\$	\$	\$	\$
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: **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
	\$	\$	\$	\$	\$	\$
1	14.06	14.27	14.63	15.00	15.38	15.69
2	14.47	14.69	15.06	15.44	15.83	16.15
3	14.92	15.14	15.52	15.91	16.31	16.64
4	15.37	15.60	15.99	16.39	16.80	17.14
5	15.85	16.09	16.49	16.90	17.32	17.67
6	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
	\$	\$	\$	\$	\$	\$
1	14.92	15.14	15.52	15.91	16.31	16.64
2	15.37	15.60	15.99	16.39	16.80	17.14
3	15.85	16.09	16.49	16.90	17.32	17.67
4	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
	\$	\$	\$	\$	\$	\$
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	13.37	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	18.5	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	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	19.3	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

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 or her moving costs is entitled as moving expenses within the framework of relocation as provided for in article 7-3.00.
- 2) Moving expenses shall not be applicable to the employee unless the Provincial Relocation Bureau accepts that the relocation of this employee necessitates his or her moving.

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

Transportation Costs of Furniture and of Personal Effects

- 3) The board shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the wrapping, unwrapping and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he or she supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
- 4) However, the board shall not pay the cost of transporting the employee's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, a canoe, etc. shall not be reimbursed by the board.

Storage

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

Concomitant Moving Expenses

- 6) The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any married employee who is displaced or of two hundred dollars (\$200) if he or she is single, in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the employee is assigned to a location where complete facilities are placed at his or her disposal by the board.

Nevertheless, the seven hundred and fifty dollar (\$750)-moving allowance payable to the displaced married employee is also payable to the single employee who maintains a domicile.

Compensation for Lease

- 7) The employee referred to in paragraph 1) shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one month's rent. If there is a lease, the board shall indemnify the employee who must terminate his or her lease and for which the landlord demands compensation to a maximum of three (3) months' rent. In both cases, the employee must attest that the landlord's request is well-founded and present supporting vouchers.
- 8) If the employee chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublet shall be assumed by the board.

Reimbursement of Expenses Inherent to the Sale or the Purchase of a House

- 9) The board shall reimburse, relative to the sale of the relocated employee's principal house-residence, the following expenses:
 - a) the real estate agent's fees upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the account of the agent's fees;
 - b) the cost of notarized deeds chargeable to the employee for the purchase of a house for the purpose of residence at his or her assignment on the condition that the employee is already the proprietor of his or her house at the time of the transfer and that the said house be sold;
 - c) the penalty for breach of mortgage, if need be;
 - d) the proprietor's transfer tax, if need be.
- 10) When the house of the relocated employee, although it has been put up for sale at a reasonable price, is not sold at the time when the employee must enter a new agreement for lodging, the board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse, for a period not exceeding three (3) months, the following expenses:
 - a) municipal and school taxes;
 - b) the interest on the mortgage;
 - c) the cost of the insurance premium.
- 11) In the case where a relocated employee chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden due to the fact that his or her principal house-residence is not rented at the time when he or she must assume new obligations to live in the area of his or her assignment. The board shall pay him or her, for the period in which his or her principal house-residence is not rented, the amount of the new rent, up to a period of three (3) months, upon presentation of the leases. Moreover, the board shall reimburse him or her for the reasonable costs of advertisement and the costs of no more than two (2) trips incurred for the renting of his or her principal house-residence, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.

Travel and Accommodation Expenses

- 12) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the board shall reimburse the employee for his or her accommodation expenses for himself or herself and his or her family in accordance with the regulation concerning travel expenses in effect at the board, for a period not exceeding two (2) weeks.

- 13) If the move is delayed with the authorization of the board, or if the married employee's family is not relocated immediately, the board shall assume the employee's transportation costs to visit his or her family every two (2) weeks, up to five hundred (500) kilometres, if the distance to be covered is equal to or less than five hundred (500) kilometres return trip, and, once a month if the return trip to be covered exceeds five hundred (500) kilometres, up to a maximum of sixteen hundred (1600) kilometres.

- 14) Moving expenses provided for in this appendix shall be reimbursed within sixty (60) days of the employee's presentation of supporting vouchers to the board that engages him or her.

APPENDIX III

SABBATICAL LEAVE WITH DEFERRED SALARY

CONTRACT CONCLUDED

BETWEEN

_____ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

HEREINAFTER CALLED THE EMPLOYEE

Subject: Sabbatical Leave with Deferred Salary**I- Duration of Contract**

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

It may expire on a different date under the circumstances and according to the terms and conditions provided for in sections V to XI herein.

II- The Sabbatical Leave and Certain Inherent Terms and Conditions

- a) The duration of the sabbatical leave shall be _____, that is, from _____ to _____.
- b) On returning to the board, the employee shall be reinstated in his or her position. If his or her position was abolished or if the employee was transferred in accordance with the agreement, the employee shall be entitled to the benefits he or she would have received had he or she been at work.
- c) In the case of a surplus tenured regular employee who is relocated to another employer during the term of this contract, the contract shall be transferred to the new employer, unless the latter refuses, in which case the provisions of section V herein shall apply; however, the board, in applying section V, shall not claim any money from the employee who must reimburse the board with which he or she signed this contract.
- d) The duration of the leave must be for at least six (6) consecutive months and cannot be interrupted under any circumstances regardless of the duration provided for in clause 5-10.05
- e) 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 duration of the contract.
- f) Notwithstanding any benefit and condition of which the employees may avail himself or herself during the contract, the sabbatical leave must start no later than six (6) years from the date on which the employee's salary began to be deferred.

III- Salary

During each of the years referred to in this contract, the employee shall receive _____% of the salary he or she would have received under the agreement.

(The percentage applicable is indicated in clause 5-10.05 of the agreement.)

IV- Benefits

- a) During each of the years of this contract, the employee shall benefit, insofar as he or she is normally entitled to it, from the following:
 - life insurance plan;
 - health insurance plan, provided that he or she pays his or her share, including tax, where applicable;

- accumulation of sick-leave days, where applicable, according to the percentage of the salary to which he or she is entitled under the provisions of section III herein;
 - accumulation of seniority;
 - accumulation of experience.
- b) During the sabbatical leave, the employee shall not be entitled to any of the premiums provided for in the agreement. During each of the other months of this contract, he or she shall be entitled, where applicable, to all of these premiums, without taking into account the decrease in his or her salary pursuant to section III.
- c) For the purposes of vacation, the sabbatical leave constitutes active service. It is understood that, during the term of the contract, including the sabbatical leave, vacation shall be remunerated at the salary rate provided for in section III herein. The vacation deemed used during the sabbatical leave shall be in proportion to the duration of the leave.
- d) Each of the years referred to in this contract shall count as a period of service for the purposes of the pension plans currently in force and the average salary shall be determined on the basis of the salary that the employee would have received had he or she not taken part in the sabbatical leave with deferred salary.
- e) During each of the years of this contract, the employee shall be entitled to all the other benefits of his or her agreement which are not incompatible with the provisions of this contract.
- f) The board shall maintain its contribution to the Québec Pension Plan, Employment Insurance, Québec Health Insurance Plan and the Occupational Health and Safety Plan for the duration of the leave.

V- Retirement, Withdrawal or Resignation of the Employee

In the event of the retirement, withdrawal or resignation of the employee, this contract shall expire on the date of such 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 term of the contract and the salary to which he or she would be entitled for the same period had his or her leave not been remunerated.

The amount reimbursed shall not include any interest.

B) The employee has not taken a sabbatical leave (salary not paid).

The board shall reimburse the employee, without interest, for the term of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the agreement had he or she not signed the contract and the salary received under this contract.

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

C) The sabbatical leave is in progress.

The amount owing by one party or the other shall be calculated in the following manner:

Salary received by the employee during the term of the contract minus the salary to which he or she would have been entitled for the same period had his or her leave (elapsed period) not been remunerated. If the result obtained is positive, the employee shall reimburse the amount to the board; if the result obtained is negative, the board shall reimburse the amount to the employee.

The amount reimbursed shall not include any interest.

VI- Layoff or Dismissal of the Employee

In the event of the layoff or dismissal of the employee, this contract shall expire on the effective date of such layoff or dismissal. The conditions provided for in paragraph A), B) or C) of section V shall then apply.

VII- Leave without Salary

During the term of the contract, the total of one or more leaves without salary authorized in accordance with the agreement cannot exceed twelve (12) months. In this case, the duration of this contract shall be extended accordingly.

However, if the total of one or more leaves without salary exceeds 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

An employee who is placed in surplus during the contract shall continue to participate in the plan.

In the case of an employee relocated to another employer in the education sector, paragraph c) of section II herein concerning the relocated employee applies.

IX- Death of the Employee

In the event of the employee's death during the term of this contract, the contract shall expire on the date of the employee's death and the conditions provided for in section V shall apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

X- Disability**A) Disability develops during the sabbatical leave**

For the purposes of applying the provisions of clause 5-3.32, disability shall be considered as beginning on the date an employee returns to work and not during the sabbatical leave.

However, the employee shall be entitled, during his or her sabbatical leave, to the salary based on the percentage determined in this contract.

At the end of the leave, the employee who is still disabled shall be entitled to a salary insurance benefit resulting from the application of the provisions of clause 5-3.32 based on the salary determined in this contract. Should the employee still be disabled at the expiry of this contract, he or she shall receive a salary insurance benefit based on his or her regular salary.

B) Disability develops after the employee has taken his or her leave

The employee shall continue to participate in this contract and the salary insurance benefit resulting from the application of the provisions of clause 5-3.32 shall be based on the salary determined in this contract. Should he or she still be disabled at the expiry of this contract, he or she shall then receive a salary insurance benefit based on his or her regular salary.

C) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place

In this case, the employee concerned may avail himself or herself of one of the following choices:

1° He or she may continue to participate in this contract and defer the leave until such time as he or she is no longer disabled. The employee shall then receive his or her salary insurance benefit resulting from the application of the provisions of clause 5-3.32 based on the salary determined in this contract.

In the event that the disability still exists during the last year of the contract, the contract may then be interrupted as of the beginning of the last year until the end of the disability. During the interruption, the employee shall be entitled to the salary insurance benefit resulting from the application of the provisions of clause 5-3.32 based on his or her regular salary.

2° An employee may terminate the contract and thus receive the salary that has not been paid (paragraph B) of section V). The salary insurance benefit resulting from the application of the provisions of clause 5-3.32 shall be based on his or her regular salary.

D) The disability lasts for more than two (2) years

At the end of the two (2)-year period, this contract shall expire and the conditions prescribed in section V shall then apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

XI- Work Accident or Employment Injury

In the case of a work accident or employment injury, the employee may avail himself or herself of one of the following choices:

1° Interrupt the contract until he or she returns to work; however, the contract shall expire after a two (2)-year interruption and the provisions of section V herein shall apply.

2° Terminate the contract on the date of the employment injury or work accident.

Article 7-4.00 applies on the date of the employment injury or work accident.

Section V herein applies when the employee has availed himself or herself of his or her choice.

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

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

For the school board

Employee

cc.: Union

APPENDIX IV**PARENTAL RIGHTS OF TEMPORARY EMPLOYEES AND EMPLOYEES
COVERED BY ARTICLES 10-1.00, 10-2.00 AND 10-3.00**

This appendix applies to the temporary employees referred to in subparagraph b) of paragraph B) of clause 2-1.01 and to the employees covered by articles 10-1.00, 10-2.00 and 10-3.00 of the agreement whose period of engagement provided for in these articles is six (6) months or more.

The employees referred to in this appendix shall benefit from article 5-4.00 of the agreement subject to the following terms and conditions:

- A) To be eligible for maternity leave, the employee must have worked at the board for at least twenty (20) weeks during the twelve (12) months preceding the leave.
- B) An employee shall benefit from parental rights only for the period during which he or she would have actually worked.
- C) Following a written request presented to the board at least two (2) weeks in advance, the employee who wishes to extend her maternity leave, the employee who wishes to extend his paternity leave and the employee who wishes to extend an adoption leave shall benefit from paragraph A) of clause 5-4.25 according to the terms and conditions prescribed.
- D) For these employees, the special leave provided for in paragraph B) of clause 5-4.18 of the agreement shall be without salary but the four (4) days to which the employee may be entitled are paid, where applicable, under clause 5-4.19.
- E) For the purpose of applying paragraph D) of clause 5-4.11, the twenty (20)-week period prior to the employee's maternity leave shall exclude all layoffs when calculating the average basic weekly salary.

APPENDIX V**PARENTAL RIGHTS AND SUPPLEMENTARY EMPLOYMENT
INSURANCE BENEFITS PLAN**

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 of the agreement, regardless of the changes made to the eligibility criteria for employment insurance which could arise after that date but on the condition that the foregoing is admissible under the supplementary employment insurance benefits plan.

Moreover, the 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.

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

Should any change occur in the federal employment insurance plan with respect to parental rights or the implementation of a parental leaves plan for all workers of Québec, it is agreed that the parties shall meet to discuss the possible impact of the modifications on the parental rights plan.

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.

APPENDIX VI**LETTER OF INTENT CONCERNING PENSION PLANS****1) LEGISLATIVE AMENDMENTS**

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

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

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

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

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

B) Compensation for actuarial reduction

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

The current actuarial principles used to calculate the amount of compensation must be amended so that the 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 or she remained at work, unless he or she is covered by a salary insurance plan which provides that the insurer shall pay the contributions on a higher pensionable salary.

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

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

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

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

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

3) OTHER AMENDMENTS TO RREGOP

A) Contribution rate

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

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

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

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

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

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

C) Revaluation of certain years of service

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

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

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

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

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

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

D) Indexation of retirement pensions

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

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

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

E) Years of service credited for eligibility for retirement purposes

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

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

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

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

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

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

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

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

F) Deadline

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

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

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

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

H) Supplemental budget item

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

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

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

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

I) Joint requests for studies submitted to CARRA

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

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

The TPP and the CSSP members shall choose collectively between:

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

or

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

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

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

TPP

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

CSSP

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

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

TPP

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

CSSP

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

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

B) Fiscal harmonization

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

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

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

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

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

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

The revaluation prescribed in paragraph 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 or her pension benefits accrued under the pension credits without applying this revaluation.

D) Application of formulas

The formulas are applied collectively to all pension credits:

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

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

Moreover, the following elements must be taken into consideration:

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

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

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

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

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

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

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

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

A separate vote is held for each plan.

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

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

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

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

APPENDIX VII**TERMS AND CONDITIONS FOR APPLYING
THE PROGRESSIVE RETIREMENT PLAN**

- 1) The progressive retirement plan, hereinafter called the "plan", is intended to enable an employee to reduce his or her time worked for a period of one (1) to five (5) years. The proportion of the number of hours worked per week must not be less than forty percent (40%) of the regular workweek provided for his or her class of employment.¹

Notwithstanding the preceding paragraph, the board and the employee may agree that the number of hours worked be scheduled other than on a weekly basis.

- 2) Only the full-time regular employee or the part-time regular employee whose regular workweek is greater than forty percent (40%) of the regular workweek provided for his or her class of employment, and who is a member of one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit from the plan but only once.
- 3) For the purpose of this appendix, the agreement found herein is an integral part of the appendix.
- 4) To be eligible for the progressive retirement plan, the employee must first verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The employee shall sign the form required by CARRA and shall forward a copy to the board.

- 5)
 - A) The employee who wishes to avail himself or herself of the plan must forward a written request to the board at least ninety (90) days in advance. This deadline may be shortened upon agreement with the board.
 - B) The request must specify the period during which the employee intends to avail himself or herself of the plan as well as the distribution of the working time.
 - C) The employee shall also forward to the board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.
- 6) Approval of the request for the progressive retirement plan shall be subject to a prior agreement with the board, which shall take into account the needs of the office, department, school, adult education centre or vocational training centre.
- 7) During the progressive retirement period, the employee shall receive his or her salary, including the premiums to which he or she is entitled in proportion to the hours worked.

¹ In the case where an employee occupies a position of a cyclical or seasonal nature, the number of hours worked cannot be less than forty percent (40%) of the regular hours worked on an annual basis.

- 8) During the progressive retirement period, the employee shall accumulate seniority and experience as if he or she had not availed himself or herself of the plan.
- 9) During the progressive retirement period, the board shall pay its share of the contribution to the health insurance plan on the basis of the employee's time worked prior to the agreement, as long as the employee pays his or her share of the contribution. For the term of the agreement, the employee shall be entitled to the life insurance plan to which he or she was entitled prior to the agreement.
- 10) The board and the employee shall sign, where applicable, the agreement stipulating the terms and conditions relating to the progressive retirement plan.
- 11) During the progressive retirement period, the pensionable salary for the purpose of the pension plans (CSSP, RREGOP and TPP) for the years or parts of years covered by the agreement is the salary which an employee would have received or for a period during which benefits under the salary insurance plan were paid to which he or she would have been entitled had he or she not availed himself or herself of the plan. The service credited for the purpose of the pension plans (CSSP, RREGOP and TPP) is that which would have been credited to the employee had he or she not availed himself or herself of the plan.
- 12) For the term of the agreement, the employee and the board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the employee had not availed himself or herself of the plan.
- 13) Except for the preceding provisions, the employee who avails himself or herself of the progressive retirement plan shall be governed by the provisions of the agreement applying to a part-time employee whose weekly working hours as established in the agreement are less than seventy-five percent (75%) of the regular workweek provided for his or her class of employment.
- 14) Where applicable, the number of weekly hours not worked by the employee participating in the plan shall be filled according to the provisions of clause 7-1.22 of the agreement.
- 15) Should the employee not be entitled to his or her pension upon the expiry of the agreement due to circumstances beyond his or her control as stipulated by regulation, the agreement shall be extended to the date on which the employee will be entitled to his or her pension, even though the total progressive retirement period exceeds five (5) years.

Any changes to the dates set for the beginning and expiry of the agreement must have been approved by CARRA beforehand.

- 16)
 - A) In the event of the retirement, resignation, layoff, dismissal, death of the employee or, where applicable, upon expiry of the extension agreed to under clause 15, the agreement shall terminate on the date on which such event occurs.
 - B) The same applies in the event of the employee's withdrawal, which can only occur with consent of the board.
 - C) The agreement shall also terminate if the employee is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement and provided that such continuation meets the approval of CARRA.

- D) If the agreement becomes null or terminates due to circumstances mentioned previously or which are stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner prescribed by regulation.
- 17) For each of the years stipulated in the agreement, the employee shall be entitled to all the benefits of the agreement which are not incompatible with the provisions of the agreement.
- 18) Upon the expiry of the agreement, the employee shall be considered as having resigned and shall be pensioned off.

PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

_____ SCHOOL BOARD

hereinafter called the board

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

hereinafter called the employee

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1) Period Covered by the Progressive Retirement Plan

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

The agreement may expire on another date under the circumstances and according to the terms and conditions prescribed in clauses 15) and 16) of Appendix VII.

2) Time Worked

For the duration of the agreement, the number of hours worked and the scheduling of those hours shall be:

Notwithstanding the preceding paragraph, the board and the employee may agree to change the number of hours worked and the schedule, provided, however, that the number of hours worked is not less than forty percent (40%) of the regular workweek prescribed for the employee's class of employment.

3) Other Terms and Conditions for Applying the Plan Agreed to with the Employee

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

For the school board

Employee

APPENDIX VIII**EQUAL OPPORTUNITY ADVISORY COMMITTEE**

The Ministère de l'Éducation shall maintain an equal opportunity advisory committee. The committee shall be made up of two (2) representatives of the Coordination à la condition féminine of the Ministère de l'Éducation, two (2) representatives of the Quebec English School Boards Association (QESBA) and two (2) representatives of the teaching, professional and support staff of school boards designated by the CEQ and the QPAT.

The committee shall establish its own rules of operation in order to carry out its mandate.

Committee's Mandate

The committee shall determine its mandate in keeping with the government policies dealing with the status of women.

Where applicable, the committee could discuss the following issues:

- orientations dealing with equal opportunity programs;
- methods for the development and implementation of such programs;
- tools for analyzing such programs;
- information and awareness campaigns.

In this vein, the committee members could share all available pertinent information deemed useful and deal with any issue agreed to by the committee as regards equal opportunity programs.

APPENDIX IX

FEMINIZATION OF TEXTS

The rules for a nonsexist style of writing apply to the French text only.

APPENDIX X

MEDIATION ARBITRATION

- 1) Pursuant to clause 9-2.21, the board and the union agree, in writing, on a mediation-arbitration procedure and shall so advise the records office as soon as possible and shall indicate, if applicable, any previous grievance or grievances for which mediation arbitration was used. Starting with this agreement, all grievances shall be submitted to the mediation-arbitration procedure.

- 2) The parties agree on the person who must act as mediator-arbitrator from the list of arbitrators found in the agreement and shall so advise the records office. Failing agreement, the mediator-arbitrator shall be appointed, at the request of either party, by the chief arbitrator from the same list.

- 3) The mediator-arbitrator shall attempt to bring the parties to a solution. To this end, he or she shall be able to use the powers of conciliation.

If a settlement is reached at this stage, it shall be confirmed in writing and shall bind the parties.

- 4) Failing a settlement, the mediator-arbitrator must dispose of the grievance in accordance with the provisions of article 9-2.00 which are not incompatible with this appendix.

APPENDIX XI

TECHNICAL COMMITTEE ON INSURANCE

The CPNCA and the Centrale agree that the mandate of the committee provided for in clause 5-3.20 shall be to ensure the implementation of a system for the computerized billing and remittance of personal insurance premiums and for the deduction at source of general property insurance premiums (FAMR).

APPENDIX XII**RELOCATION**

At the request of the provincial negotiating union party, a parity committee may be set up within sixty (60) days of the date of the signing of the agreement.

The committee's mandate shall be:

- 1- study the cases of employees who are obliged to be relocated for a second time following the application 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 party;
- three (3) representatives appointed by the provincial negotiating union party.

The Provincial Relocation Bureau must apply the unanimous recommendations that have been submitted in writing by the committee members.

APPENDIX XIII

**GRIEVANCES AND ARBITRATION
(FORMER COLLECTIVE AGREEMENT)**

Any grievance which arose before the date of the signing of the agreement shall be settled according to the procedure prescribed in the former collective agreement.

Any arbitrator appointed pursuant to provisions of the agreement shall be deemed competent to sit for any grievance which arose prior to the signing of the agreement.

APPENDIX XIV**CLASSIFICATION OF CERTAIN EMPLOYEES**

- A1** This appendix applies solely to the employees for whom this agreement constitutes a first agreement and to the employees who receive a first accreditation before June 30, 2003.

In these cases, the board shall send the employee, within sixty (60) days of the date of the signing of the agreement, a notice confirming the class of employment and the step he or she holds and shall also send a copy to the union.

The employee whose classification (class of employment and step) has been confirmed and who claims that the duties which he or she is required to perform principally and customarily by the board correspond to a class of employment which differs from the one assigned or who claims that the step assigned to him or her does not correspond to that to which he or she is entitled may submit a classification grievance within ninety (90) days of the receipt of the notice of classification. This grievance may also be lodged by the union and must state, whenever possible, the reasons for the disagreement. The board shall forward its reply to the employee and a copy shall be sent to the union within thirty (30) working days of the receipt of the classification grievance.

In the case of an unsatisfactory reply or failing a reply within the time limit prescribed, the employee or union may, within twenty (20) working days following the expiry of the time limit prescribed for the reply, submit the grievance to arbitration according to the procedure provided for in article 9-2.00. In the event of arbitration, clause 6-1.15 applies.

In this case, the arbitrator may only determine the class of employment in the Classification Plan and salary step in which the employee should have been classified. If the arbitrator cannot establish similarity between the characteristic duties which the employee is required to perform principally and customarily by the board and a class of employment provided for in the Classification Plan, clauses 6-1.09 and 6-1.11 to 6-1.16 inclusively apply by making the necessary changes.

The application of these provisions cannot have the effect of causing the demotion of the employee concerned.

APPENDIX XV**COMPUTERIZED BILLING OF GROUP INSURANCE PREMIUMS**

In keeping with the work of the committee provided for in Appendix XI, the following special provisions apply to the board that accepts to replace the current self-billing system¹ for personal group insurance premiums with a computerized billing system:

- 1) Clause 5-3.11 is replaced with the following:

5-3.11 The insurer selected for all plans, including the general group insurance plans (FAMR)² provided for in paragraph D) of clause 5-3.21, must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting an insurer, the Insurance Committee of the Centrale, or the Centrale in the case of the general group insurance plans (FAMR), may request bids or proceed according to any other method that it determines.

- 2) Clause 5-3.19 is replaced with the following:

5-3.19 A) The board shall facilitate the implementation and application of the personal group insurance plans, in particular by:

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

B) In the case of the general group insurance (FAMR) provided for in paragraph D) of clause 5-3.21, the board shall merely forward the deducted premiums to the insurer.

¹ The main difference between the two (2) billing systems is as follows:

- under the self-billing system, the board establishes the cost of each employee's personal group insurance premiums and deducts these premiums at source;
- under the computerized billing system, the insurer establishes the cost of the premiums and forwards to the board by computerized listing the total amount it will deduct from each employee's pay.

² (FAMR): Fire, Accident and Miscellaneous Risk.

- 3) Subparagraph 1) of paragraph B) of clause 5-3.21 is modified as follows:
- 5-3.21 B) 1) the provisions of paragraphs B) to K) of clause 5-3.31;
- 4) Clause 5-3.21 is modified by adding the following paragraph D):
- 5-3.21 D) General Group Insurance (FAMR)
- The Centrale may also determine the provisions of the general insurance plans (FAMR). The cost of these plans shall be borne entirely by the participants.
- The employees referred to in clause 5-3.01 may benefit from payroll deduction of the insurance premiums for these plans.
- Only paragraph K) of clause 5-3.31 shall apply to these general group insurance plans (FAMR).
- 5) Clause 5-3.26 is modified by adding the following paragraph D):
- 5-3.26 D) The board's contribution to the health insurance plan shall be sent to the insurer in two (2) installments each year:
- a) the first installment shall cover the period from January 1 to June 30 and shall be established by the insurer for all employees concerned for the pay period which includes April 1 and for whom the contribution must be made; the installment represents fifty percent (50%) of the board's contribution;
- b) the second installment shall cover the period from July 1 to December 31 and shall be established by the insurer for all employees concerned for the pay period which includes November 1 and for whom the contribution must be made; the installment represents fifty percent (50%) of the board's contribution.
- 6) The fourth paragraph of clause 5-3.29 is replaced with the following:
- 5-3.29 Notwithstanding clause 5-3.01, the employee on a leave without salary for twenty-eight (28) days or less shall remain covered by the plan. The insurer shall, upon the employee's return to work, adjust his or her premiums to take into account the total amount of the required premiums due during his or her leave, including the board's share.
- Notwithstanding clause 5-3.01, the employee on a leave without salary for more than twenty-eight (28) days may remain covered by the plan. In this case, the insurer will claim directly from the employee the total amount of the premiums due, including the board's share.
- 7) Clause 5-3.31 is modified by adding the following paragraph K):
- 5-3.31 K) the insurer shall determine the total amount of the employee's premiums for each pay period and shall transmit it to the board by computerized listing so that the board can make the deduction;

APPENDIX XVI**PROVINCIAL COMMITTEE FOR SETTLING GRIEVANCES, PREARBITRATION
MEDIATION AND ACCELERATED ARBITRATION**

In order to increase the effectiveness of the arbitration system, to reduce costs and to enable the local parties to assume greater responsibility for arbitration files, the provincial negotiating parties agree, while complying with the current arbitration procedures prescribed in the agreement, to set up a provincial committee for settling grievances and to implement two new methods for settling grievances, namely: prearbitration mediation and accelerated arbitration of a "small claims" nature.

I- MANDATE OF THE PROVINCIAL COMMITTEE FOR SETTLING GRIEVANCES

The provincial committee for settling grievances composed of one representative of the CPNCA and one representative of the Fédération du personnel de soutien scolaire (CEQ) shall have the following mandate:

- conduct operations aimed at the greatest possible reduction of the number of grievances accumulated according to the priorities and procedures determined by the committee;
- intervene, prior to entering a file, with the local parties in order to help them resolve the issue;
- guide the parties towards the appropriate method to resolve grievances;
- encourage a better use of the time allotted to hearings and a reduction in their duration.

II- PREARBITRATION MEDIATION

The board and the union may agree to proceed with prearbitration mediation in dealing with certain grievances. To do so, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list found in clause 9-2.02. Once the parties have approved a name from this list, the records office shall set the date, as quickly as possible, of the first mediation session.

Only an employee of the board and an employee or an elected member of the union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies at the labour commissioner-general's office.

The procedure shall apply for every group of grievances agreed to by the board and the union.

In the event that a number of grievances included in the prearbitration-mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure provided for in Chapter 9-0.00 of the agreement or in this appendix, as agreed to between the parties.

Failing agreement, the grievances shall be referred to the arbitration procedure prescribed in article 9-2.00.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration-mediation process, unless the parties agreed otherwise, in writing, prior to mediation.

The honoraria and expenses of the arbitrator who is mandated to act as a mediator shall be borne by the records office, as is the case of an arbitration mandate.

III- ACCELERATED ARBITRATION PROCEDURE OF A "SMALL CLAIMS" NATURE

1- Admissible grievances

Any grievance may be referred to this procedure provided that the parties (board and union) explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be forwarded to the records office.

Failure on the part of the board and the union to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the board or the union may indicate separately such intent by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party.

In this latter case, the written notice of the union and that of the board must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

2- Arbitrator

The arbitrator shall be appointed by the records office; he or she shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

3- Representation

Only an employee of the board and an employee or an elected member of the union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

4- Duration of hearing

In general, a hearing usually lasts one hour.

5- Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two pages). This decision may not be cited or used by anyone as regards the arbitration of any other grievance, unless this grievance is related to an identical dispute between the same board and the same union and deals with the same facts and clauses.

The arbitrator shall render his or her decision and shall forward a copy to the parties within a maximum five (5)-working day time limit after the hearing. He or she shall also file the signed original copy at the records office.

- 6- The provisions of articles 9-1.00 and 9-2.00 apply by adapting them to the accelerated arbitration procedure provided for in this appendix, except clause 9-2.03, the second paragraph of clause 9-2.08, clauses 9-2.09, 9-2.11, 9-2.13, the first paragraph of clause 9-2.14, the first, second and third subparagraphs of clause 9-2.15, the first paragraph of clause 9-2.16 and clauses 9-2.21, 9-2.22 and 9-2.23.

IV- OTHER MEASURES CONTRIBUTING TO REDUCING THE COSTS OF THE ARBITRATION SYSTEM AND TO INCREASING ITS EFFECTIVENESS

- A) In order to reduce the amounts earmarked for the expenses and honoraria of arbitrators and to resolve a greater number of grievances, the provincial negotiating parties agree to:

- encourage the local parties to use the prearbitration-mediation procedure and the accelerated arbitration procedure of a "small claims" nature;
- keep an updated list of joint requests of the local parties as regards prearbitration mediation and accelerated arbitration of a "small claims" nature;
- submit this list on a regular basis to the chief arbitrator or chief records clerk to enable him or her to set the date of the first meeting.

- B) Holding of hearings in keeping with article 9-2.00:

- the lawyers assigned to every grievance file shall inform the arbitrator and each other of the nature of the preliminary methods they intend to raise one week prior to the hearing;
- every hearing shall be scheduled for 9:30, the lawyers, assessors, where applicable, and the arbitrator must however use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- . improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- . allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- . outline the dispute and identify the issues to be discussed in the course of the hearing;
- . ensure the exchange of documentary evidence;
- . plan the presentation of evidence to be produced in the course of the hearing;
- . study the admissibility of certain facts;
- . analyze any other question which could simplify or accelerate the hearings.

APPENDIX XVII

**INTERCATEGORICAL PARITY COMMITTEE FOR THE ANALYSIS
OF THE ARBITRATION SYSTEM**

The parties agree to set up an intercategorical parity committee which would have two (2) mandates:

- a) study the arbitration system;
- b) agree on possible ways of increasing the effectiveness.

The establishment of such a committee is incumbent on the parties agreeing on:

- duration of work;
- number and representation of members;
- union leaves;
- rules and procedures;
- etc.

APPENDIX XVIII**TRANSFER AND REASSIGNMENT NORMS**

The agreement concluded under section 523.4 of the Education Act (R.S.Q., c. I-13.3) dealing with the norms and methods for the transfer and reassignment of support staff on July 1, 1998 as well as the inherent rights of and remedies available to support staff are an integral part of this agreement as regards its residual effects. For this reason, the right to return prescribed shall be exercised within the framework of paragraph A) of clauses 7-1.03, 7-1.04 and 7-1.07, subject to paragraph B) of clause 7-1.38 and clause 7-1.40 of the agreement.

APPENDIX XIX**JOB EVALUATIONS**

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

Therefore:

- 1) The negotiating parties agree to renew the mandate of the joint working committee for all employment categories.
- 2) The committee's mandate shall be to:
 - study all the elements having led to the present ranking of titles or classes of employment in the education and health and social services sectors in order to better enlighten the parties and employees on the relative value of positions in these sectors;
 - establish the relative value of the titles or classes of employment that have been newly created, modified or those that have not yet been ranked such as teachers;
 - submit its findings and recommendations concerning the job evaluations, relative value, equity principles and, where applicable, the various possible solutions to the problems identified to the negotiating parties.
- 3) The committee shall meet, as needed, at the request of one of the parties and shall adopt the rules of procedure it deems useful for its smooth operation.
- 4) According to the terms and conditions to be agreed upon, the employer group shall assume the costs for the union releases required for the joint committee's work in the amount of \$100 000 per year for all employment categories. As required, the parties shall agree on additional union releases upon the recommendation of the joint committee.
- 5) Discussions held in 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 TO APPENDIX XIX

- 1) In the event of an unresolved dispute, the members of the joint committee shall agree on an appropriate mechanism for settling a dispute in keeping with the nature of the dispute.
- 2) Unless the parties agree otherwise, it is understood that any adjustment, if necessary, for the following classes of employment, shall be made as of January 1, 1990 at a maximum adjustment rate of two decimal five percent (2.5%) for each of the years 1990 and 1991 minus, where applicable, the adjustment already agreed to for these same years, excluding basic increases. The remainder of the adjustment, if any, shall be applicable on December 31, 1991:

School Boards

Light Vehicle Driver
Guard
Nursing Assistant
Offset Duplicator Operator
Maintenance Workman, class III (domestic helper)
Food Management Technician
Administration Technician
Audiovisual Technician
Documentation Technician
Graphic Arts Technician
Recreational Activities Technician
School Transportation Technician
Psychometric Technician
Braille Technician

- 3) For the other classes of employment, if the parties agree on a rate or scale other than that provided for in the agreement, they must also agree on the terms and conditions for the implementation of the adjustment and on the dates on which it shall be implemented.

APPENDIX XX

**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 or her the class of employment corresponding to the class of employment held on May 17, 2000.

The written notice shall be forwarded within sixty (60) days of the signing of the agreement by the provincial negotiating 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 according to the same time limits and conditions prescribed in the preceding paragraph assigning him or her 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 employee who feels he or she 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 prescribed in article 9-2.00 and shall be heard by one of the arbitrators listed in clause 6-1.15.

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 according to the same time limits and conditions prescribed in the second subparagraph of paragraph 1).

The employee who feels that he or she 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 in the context of Appendix XXIII.
- 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 XXI**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 Ministère de l'Éducation has conducted a study to review the classes of employment of day care service attendant and person-in-charge of a day care service;

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 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;

The parties agree that:

1. the hourly salary scales of a day care service attendant and a person-in-charge of a day care service, 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 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 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 or her salary scale on December 31, 1999, he or she shall be assigned, on January 1, 2000, the step of his or her new class of employment corresponding to his or her 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 referred to in the letter of agreement concerning the pursuit of the work dealing with the components of the government pay relativity plan.

APPENDIX XXII**TRANSITORY MEASURES CONCERNING DAY CARE SERVICE EMPLOYEES
UNDER THE 1998-2002 COLLECTIVE AGREEMENT**

The parties agree on the following transitional measures:

- Employees in the classes of employment of day care service educator and person-in-charge of a day care service who completed their probation period and are working over fifteen (15) hours per week on February 25, 2000 shall obtain regular employee status on the date of the signing of the agreement. They shall not hold a position and shall retain the number of weekly working hours held on February 25, 2000 until the end of the 1999-2000 school year as well as the increase of eleven percent (11%) and eight percent (8%) prescribed in clause 10-3.01 in lieu of fringe benefits and vacation. However, the board may carry out layoffs under article 7-2.00 or temporarily add hours as provided for in clause 7-1.39.
- Seniority on June 30, 2000 corresponds to the duration of employment accumulated on the same date.
- The board shall create day care service positions when its needs for the 2000-2001 school year are known. From the beginning of the school year to the time when the positions are created, all day care service employees shall be recalled to work pursuant to article 10-3.00 of the 1995-1998 collective agreement by day care service and according to seniority or failing this, duration of employment, on a temporary basis until the positions are created.

As of July 1, 2000, regular employees shall be entitled to all the benefits and vacation prescribed in the agreement with the exception of article 5-3.00, which shall come into force on September 1, 2000.

- The day care service positions created shall be filled first according to seniority and then by duration of employment from among the day care service employees concerned.

Employees who obtain regular employee status by the application of this appendix shall in exceptional cases be affected by paragraph F) of clause 2-1.01 until the positions are filled in accordance with this appendix.

- In the event of the opening of a day care service for the 2000-2001 school year or if positions remain vacant by the application of the preceding paragraph, these positions shall be offered in the manner prescribed in clause 7-1.38.
- In the event of the closing of a day care service for the 2000-2001 school year, the board and the union must negotiate the rules for the reassignment and transfer of the staff concerned. Failing this, employees in a group of day care services affected by the closure or inherent move of at least ten percent (10%) of the students shall be considered as employees of the same day care service for the purposes of recalling the day care service employees concerned for the start of classes 2000-2001.

APPENDIX XXIII

**LETTER OF AGREEMENT CONCLUDED
BETWEEN ON THE ONE HAND,
THE CENTRALE DE L'ENSEIGNEMENT DU QUÉBEC (CEQ)
AND
THE QUÉBEC FEDERATION OF LABOUR (QFL)
AND ON THE OTHER HAND,

THE GOVERNMENT OF QUÉBEC
ON BEHALF OF SUPPORT AND PROFESSIONAL STAFF
IN THE EDUCATION SECTOR AND STAFF IN
THE HEALTH AND SOCIAL SERVICES SECTOR**

Considering the adoption of the Pay Equity Act;

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

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

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

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

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

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

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

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

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

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

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

The parties agree:

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

To this end, the working group must:

1. Job Categories

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

2. Evaluation Tools

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

Adjust, if necessary, the various evaluation tools.

3. Collection of Information

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

4. Job Evaluation and Pay Structure

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

5. Results and Recommendations

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

6. Method of Estimating Salary Disparities

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

7. Maintenance of Pay Equity

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

Schedule

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

Salary Adjustments

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

General Provisions

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

Schedule I of Appendix XXIII**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	généalogue
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 of Appendix XXIII

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

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

APPENDIX XXIV**LETTER OF AGREEMENT CONCERNING 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 XXV**LIFE, HEALTH AND SALARY INSURANCE PLAN FOR EMPLOYEES WORKING
WITHIN THE FRAMEWORK OF ARTICLE 10-1.00 OF THE AGREEMENT**

In the context of the personal group insurance contract concluded between the Insurance Committee of the Centrale and the insurer SSQ-VIE, the board is authorized by the union, as of the first day of classes in August 1997, to deduct premiums from the pay of employees covered by this insurance plan under the conditions prescribed in the insurance contract.

The administrative procedures associated with the application of the plan are those agreed to by the parties to this agreement as specified in the communiqué sent by the insurer dated July 9, 1997.

The administrative procedures for which the board is responsible with respect to the application of this insurance plan cannot be modified without the consent of the provincial negotiating employer group.

The parties at the provincial level shall meet to resolve any problem that may arise concerning this plan.

APPENDIX XXVI**CHANGE IN THE BASIC HEALTH INSURANCE PLAN AND COMPLEMENTARY PERSONAL INSURANCE PLANS RESULTING FROM THE ESTABLISHMENT OF FRENCH-LANGUAGE AND ENGLISH-LANGUAGE SCHOOL BOARDS**

- 1- Subject to paragraph C) of clause 5-3.21 of the provincial agreement, employees shall continue to participate in the basic health insurance plan and the complementary personal insurance plans up to a maximum ninety (90)-day period following the decision of the labour commissioner-general rendered under section 530.7 of the Education Act or, where applicable, ninety (90) days after the final decision is rendered in this file.
- 2- Notwithstanding clause 5-3.14 of the provincial agreement, any change in premiums resulting from a change in the plan shall take effect on January 1, 1999 upon a prior written notice of last forty-five (45) days to the board.

In addition, in the case of a certified union following the decision of the labour commissioner-general rendered under section 530.7 of the Education Act or, where applicable, ninety (90) days after the final decision is rendered in this file, any change in premiums resulting from a change in the plan shall take effect ninety (90) days of the date on which the decision was rendered, upon prior written notice of forty-five (45) days to the board.

- 3- Notwithstanding the preceding section 2, when the union decides to terminate its membership in the dental insurance plan, the change in coverage shall take thirty (30) days of the date on which its decision was made. A change in premiums resulting from a change in coverage shall be carried out within forty-five (45) days of the sending of a prior written notice to the board and shall apply to the date on which the change in coverage takes effect
- 4- Notwithstanding clause 5-3.16 of the provincial agreement, for 1998-1999, the changes resulting from an update campaign shall take effect for a certified union following the decision of the labour commissioner-general rendered under section 530.7 of the Education Act or, where applicable, ninety (90) days after the final decision is rendered in the case of reduced coverage and one hundred and fifty (150) days in the case of additional coverage.

In addition, a change in premiums resulting from an update campaign shall be carried out within forty-five (45) days of the sending of a prior written notice to the board and shall apply to the date on which the change in coverage takes effect.

- 5- Membership in the basic health insurance plan and the complementary personal insurance plans following the decision of the labour commissioner-general rendered under section 530.7 of the Education Act or, where applicable, a final decision rendered in this file shall time effect at a time agreed between the board and the union during or at the expiry of a ninety (90)-day period after the decision.

Should several complementary insurance plans (CEQ) exist between the date on which the union is certified following a decision of the labour commissioner-general rendered under section 530.7 of the Education Act or, where applicable, a final decision rendered in this file and the date of the coming into force of the new complementary insurance plans, any employee not already covered by an insurance plan shall be covered by the complementary insurance plan covering the greatest number of employees.

APPENDIX XXVII
**SPECIAL PROVISIONS APPLICABLE TO EMPLOYEES
OF THE EASTERN TOWNSHIPS SCHOOL BOARD**

The parties agree that:

1. The provisions of this appendix are specific to employees of the Eastern Townships School Board.
2. An employee who benefited up to June 30, 1998 from a bank of nonredeemable sick-leave days under the pertinent provisions of a regulation of the Eastern Townships School Board shall retain the right to use this bank of sick-leave days in accordance with clauses 5-3.45 and 5-3.46 concerning nonredeemable sick-leave days or, in accordance with clause 12.5.2 of the regulation found below.
3. This agreement comes into force on December 19, 1997.

Use of nonredeemable sick-leave days^(a)

12.5.2. Use of bank of sick-leave days

An employee who (1) resigns or (2) retires and receives a pension may redeem the sick-leave days accumulated in his or her bank. The school board shall recognize each day accumulated in his or her bank as equal to a half-day (0.5) up to the maximum specified in the following table:

1. **Resignation**

<u>Years of service</u>	<u>Equivalent redeemable days</u>
10 years or more	10 days
15 years or more	15 days ¹⁾

2. **Preretirement***

<u>Years of service</u>	<u>Equivalent redeemable days</u>
5 years or more	10 days
10 years or more	15 days
15 years or more	20 days ²⁾

* For the purposes of this clause, preretirement is defined as the period prior to the beginning of a pension payment. In exceptional circumstances, another definition of preretirement may apply with the authorization of the director general.

¹⁾ EXAMPLE: Years of service 15
Sick-leave days in bank 30
Equivalent redeemable days 15

²⁾ EXAMPLE: Years of service 17
Sick-leave days in bank 36
Equivalent redeemable days 18

^(a) Extract of a document of the Eastern Townships School Board entitled: *Working conditions of support staff*, revised 1995.

APPENDIX XXVIII

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
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	