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

**1-1.00 OBJECTIVE OF THE AGREEMENT**

**1-1.01** The objective of the agreement is to establish systematic relations between the parties, to determine the working conditions of employees as well as to draw up the appropriate procedures for resolving difficulties which may arise.

**1-2.00 DEFINITIONS**

Unless the context indicates otherwise in the agreement, the following expressions and terms mean:

**1-2.01 QESBA**

Quebec English School Boards Association.

**1-2.02 Seniority**

Subject to the provisions of article 8-1.00, seniority is the period of employment of a regular employee with the board or boards to which the board is a successor and is expressed in years, months and days.

**1-2.03 Fiscal Year**

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

**1-2.04 Class of Employment**

Any of the classes of employment the titles of which appear in the salary scales in Appendix I of the agreement and those which could eventually be created under clause 6-1.14.

**1-2.05 Board**

The school board bound by the agreement.

**1-2.06 Spouse**

Persons:

- a) who are married and cohabit;
- b) who are living together in a conjugal relationship and are the father and mother of the same child;

- c) of the same or opposite sex who are living together in a conjugal relationship for at least one (1) year.

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

**1-2.07 Agreement**

This collective agreement.

**1-2.08 CPNCA**

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

**1-2.09 Entente**

All the stipulations of the agreement.

**1-2.10 Grievance**

Any disagreement concerning the interpretation or application of the agreement.

**1-2.11 Disagreement**

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

**1-2.12 Ministère**

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

**1-2.13 Transfer**

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

**1-2.14 Provincial Negotiating Parties**

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

b) Union group: Eastern Shores Independent Association for Support Personnel

**1-2.15 Probation Period**

The period of employment that 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 hold a position in the subcategory of technical support positions.

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

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

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

**1-2.16 Tenure**

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

Acquisition of tenure by an employee shall be delayed in proportion to the period during which his or her active service is interrupted provided that his or her employment ties have not been severed.

As an exception to the rule for acquiring tenure, the employee who holds a part-time position shall maintain his or her tenured employee status if he or she acquired it in accordance with the preceding provisions and provided that his or her employment ties have not been severed since acquiring tenure.

**1-2.17 Employee**

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

**1-2.18 Probationary Employee**

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

**1-2.19 Regular Employee**

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

**1-2.20 Temporary Employee**

- a) An employee who is hired to perform particular work in order to handle a temporary increase in workload or an unforeseen event for a maximum period of four (4) months, unless there is a written agreement with the union.

Failing agreement, the employee whose period of employment exceeds the period stipulated in the preceding paragraph shall obtain the status of regular employee. The board shall thus create a position in accordance with the provisions of clause 7-1.03 or 7-1.04. The employee shall automatically become a candidate for that position and his or her candidacy shall be considered in the step prescribed in subparagraph c) of clause 7-1.03 or in subparagraph a) of clause 7-1.04. If the employee does not obtain the position in question, he or she shall be laid off when the position is filled.

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

A temporary employee shall be dismissed when the employee whom he or she was replacing resumes his or her position or when the position becomes permanently vacant or is abolished.

- c) An employee who is hired to fill a permanently vacant or newly created position between the date when the position becomes vacant and the date on which the position is filled permanently.
- d) An employee who is hired for a special project.

**1-2.21 Classification Plan**

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

**1-2.22 Position**

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

**1-2.23 Full-time Position**

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

**1-2.24 Part-time Position**

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

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

**1-2.25 Day Care Service Position**

Specific assignment of an employee working fifteen (15) hours or more per week in a day care service to perform duties assigned by the board, subject to the provisions of article 7-3.00.

**1-2.26 Promotion**

Movement of an employee from one position to another in another class of employment in which the maximum of the salary scale is higher than that of the class of employment he 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.

**1-2.27 Demotion**

Movement of an employee from one position to another in another class of employment in which the maximum of the salary scale is less than that of the class of employment he 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.

**1-2.28 Education Sector**

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

**1-2.29 Public and Parapublic Sectors**

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

**1-2.30 Active Service**

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

**1-2.31 Union**

The union bound by the agreement.

**1-2.32 Salary**

Amount paid to an employee under articles 6-1.00, 6-2.00 and 6-3.00, excluding all lump sums, except for those prescribed in clauses 6-2.15, 6-2.17 and 7-3.20.

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

**1-3.01** The board and the union shall 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., Chapter C-12), notably the protection against harassment provided for under section 10.1 of the Charter.

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

**1-3.02** It is agreed that there will be no threat, constraint, discrimination or reprisal by the board, the union or their respective representatives against an employee exercising a right that is granted to him or her under the agreement or by law.

**1-4.00 SEXUAL HARASSMENT**

**1-4.01** Sexual harassment is behaviour which manifests itself by words, deeds or gestures of a sexual connotation, repeated and unwanted, of a nature affecting the dignity or physical and psychological integrity of an individual or which brings about unfavourable working conditions or the departure of the employee.

**1-4.02** The workplace must be exempt from sexual harassment.

**1-4.03** It shall be forbidden to publish or distribute posters, notices or pamphlets which do not comply with this article.

**1-4.04** No one may sexually harass another person.

**1-4.05** The union may submit any problem regarding sexual harassment to the Labour Relations Committee and propose preventive measures.

**1-4.06** An employee who claims to have been sexually harassed may file a grievance according to the grievance procedure prescribed in article 9-1.00.

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

**2-1.00 FIELD OF APPLICATION**

**2-1.01** The agreement applies to all the employees defined as such in the Labour Code and covered by accreditation, subject to the following partial applications:

**A) Probationary Employees**

A probationary employee is covered by the clauses of the agreement, excluding those dealing with the right to the procedure for settling grievances and arbitration in the event of dismissal or termination of employment; in these cases, the board shall give the employee a written notice of no less than fourteen (14) days.

**B) Temporary Employees**

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

1-1.00	Objective of the Agreement
1-2.00	Relevant definitions applicable to status
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Sexual Harassment
2-2.00	Recognition
3-1.00	Posting
3-2.00	Union Meetings and Use of Board Premises for Union Activities
3-3.00	Documentation
3-4.00	Union System
3-7.00	Union Dues
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	Travel Expenses
6-5.00	Premiums
6-6.00	Loan and Rental of Rooms or Halls
6-7.00	Payment of Salary
7-1.03 g)	Procedure for Filling a Permanently Vacant or Newly Created Full-time Position
7-1.04 d)	Procedure for Filling a Permanently Vacant or Newly Created Part-time Position
7-1.14 to	
7-1.20	Priority of Employment List
8-2.00	Workweek and Working Hours
8-3.00	Overtime
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
10-1.00	Employees Working Exclusively within the Framework of Adult Education Courses
11-3.00	Local arrangements dealing with clauses or articles enumerated in this subparagraph
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement

- 11-6.00 Appendices dealing with clauses or articles enumerated in this subparagraph
- 11-7.00 Printing of the Agreement
- 11-8.00 Reprisals and Discrimination

- b) A temporary employee who has worked without interruption for a period of at least six (6) months since his or her hiring or within the framework of two (2) or more immediately consecutive hirings shall also be entitled to the provisions of the following clauses and articles:

- 3-5.00 Union Representation
- 3-6.00 Leaves of Absence for Union Activities (except for long-term leaves for union activities and participation in provincial committees)
- 5-1.00 Special Leaves
- 5-3.00 Life, Health and Salary Insurance Plans
- 5-4.00 Parental Rights (according to the terms and conditions prescribed in Appendix VI)
- 5-6.00 Vacation
- 5-9.00 Work Accidents and Occupational Diseases (except for clauses 5-9.12 to 5-9.16)
- 8-8.00 Software Changes

- c) Every temporary employee shall also be entitled to the grievance procedure and arbitration if he or she feels wronged with respect to the rights granted under the agreement.
- d) A temporary employee hired for a predetermined period of over six (6) consecutive months shall also benefit during his or her period of employment from the provisions of article 5-4.00 under the terms and conditions prescribed in Appendix VI.
- e) The employee referred to in subparagraph b) of paragraph B) of this clause shall still avail himself or herself of the benefits prescribed therein if the board rehires him or her within the same week or during the week which immediately follows the last period of employment during which he or she was entitled to those benefits.

An employee working as a replacement in a position referred to in article 7-2.00 who returns as a replacement in that position, immediately following the cyclical layoff, shall have the time worked in the position before the cyclical layoff counted for the purpose of acquiring and maintaining the six (6)-month period prescribed in subparagraph b) of paragraph B) of this clause.

### **C) Employees Assigned to Special Projects**

#### **a) Special Projects**

Specific assignment of a regular employee or hiring of a temporary employee to perform duties for the execution of a special project or a pilot project for a period not exceeding thirty-six (36) months.

#### **b) Consultation**

Before implementing a special project or renewing a special project of less than thirty-six (36) months, the board must consult the union. The consultation shall deal with the nature, objective, staffing needs, source of funding, length of the project and work schedule.

c) **Assignment or Hiring for a Special Project**

When the board decides to assign a regular employee or hire a temporary employee for a special project, it shall proceed in the following manner:

- 1) it shall assign a surplus tenured regular employee. The assignment must not constitute a promotion;
- 2) failing this, it shall post a notice of at least five (5) working days in accordance with clause 7-1.03 c) or 7-1.04 a), as the case may be, addressed to all employees.
- 3) failing this, it shall choose from among the persons registered on the priority of employment list;
- 4) failing this, the board may hire a person of its choice.

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

d) **Working Conditions**

**Regular Employees**

A regular employee assigned to a special project shall retain his or her working conditions for the duration of the assignment except for articles 7-2.00, 8-2.00 and 8-3.00.

Notwithstanding the preceding paragraph, clauses 8-2.06 and 8-2.07 apply.

**Temporary Employees**

If the duration of a special project exceeds six (6) months, the temporary employee hired for the special project shall be entitled, as of the first day, to the working conditions prescribed in paragraph B) of this clause except for articles 8-2.00 and 8-3.00.

Notwithstanding the preceding paragraph, clauses 8-2.06 and 8-2.07 apply.

**Workweek**

The workweek cannot exceed 35 hours for technical and administrative support positions or 38 hours and 45 minutes for labour support positions. Any work which an employee's immediate superior specifically requires him or her to perform in addition to the 35 hours or, where applicable, 38 hours and 45 minutes, shall be compensated by a leave equal to one and a half times the hours worked or paid at the hourly rate increased by half. The same applies to all the hours worked during a paid legal holiday prescribed in the agreement in addition to the salary for the paid legal holiday.

**Duration of Employment**

The duration of employment of a temporary employee or an employee covered by Chapter 10-0.00 shall be calculated in years and hours, it being specified that a year is equal to no less than 1 365 hours for technical and administrative support staff and no less than 1 511 for labour support staff.

e) **Extension Beyond 36 Months**

If the project is extended beyond thirty-six (36) months, it shall automatically be created as a regular position and the employee concerned shall occupy that position.

If a regular employee is assigned to the project, he or she may choose to return to his or her original position, subject to article 7-3.00. Where applicable, the newly created position shall be filled in accordance with clause 7-1.03 or 7-1.04.

If a temporary employee is hired for the project, he or she shall benefit from the provisions of clauses 1-2.16 and 1-2.19 retroactively to the beginning of the thirteenth (13<sup>th</sup>) month of his or her hiring for the project.

When the board must create a position as a result of the application of the preceding provisions, the position shall be full time if the employee assigned to the special project worked on a full-time basis and shall be part time if the employee assigned to the special project worked on a part-time basis.

f) **Reduction in Staff, Interruption or Termination of a Special Project**

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

**Regular Employees and Employees Covered by Chapter 10-0.00 Assigned to a Special Project**

On the effective date on which one of the events mentioned in the preceding paragraph occurs, an employee shall return to his or her position or employment under the same conditions and with the same rights had he or she actually occupied that position or employment. The employee concerned shall benefit from a right to return to his or her assignment to the special project for the maximum 36-month period prescribed in subparagraph a) of paragraph C). However, in the case of a definite work stoppage foreseen for the assignment, an employee may be laid off for the maximum period specified.

If the original position is abolished, a regular employee must exercise his or her rights prescribed under article 7-3.00. However, the board could, if it has a valid reason, ask him or her to withdraw from the project so that he or she may take up his or her new position.

**Temporary Employees**

A temporary employee shall be laid off when staff is reduced or a special project is interrupted. At the end of the special project, the board shall terminate the employee's employment. If need be, the name of the employee shall be registered or re-registered on the priority of employment list for the category of employment concerned under the terms and conditions specified. A laid-off employee shall be recalled, as a priority, for the special project for the maximum 36-month period prescribed in subparagraph a) of paragraph C).

**D) Employees Occupying Part-time Positions**

When an employee occupies a part-time position, the relevant provisions apply. However, whenever the provisions are applied on a pro rata basis, specific terms and conditions, if any, are provided in each article.

**E) Employees Working in Day Care Services**

- a) An employee working fifteen (15) hours or more per week in a day care service shall be covered by this agreement, unless otherwise provided.

Subject to the specific provisions of the agreement, an employee who holds a position in a day care service shall be covered by the agreement except for the following clauses and articles:

- clause 6-5.01: evening and night shift premiums;
- article 8-2.00: workweek and working hours except for clauses 8-2.06 and 8-2.07;
- article 8-3.00: overtime, except for time after the closing of the day care service at the end of the day.

- b) Employees working fewer than fifteen (15) hours per week in a day care service shall benefit from the provisions of article 10-3.00 of the agreement only, unless otherwise provided.

**F) Employees Working Exclusively Within the Framework of Adult Education Courses**

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

**G) Student Supervisors and Cafeteria Employees Working 15 Hours or Less per Week**

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

**H) Employees Working with Handicapped Students Integrated Partially or Totally into Regular Classes**

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

**I) Employees Working as School Bus Drivers**

Employees shall benefit from the provisions of article 10-5.00 of the agreement only, unless otherwise provided.

**2-1.02** A person who receives a salary from the board and to whom the agreement does not apply shall not normally perform the work of an employee governed by the agreement.

Using the services of volunteers or trainees must not entail the layoff, placement in surplus, demotion, reduction in the working hours or abolishment of a position of a regular employee.

**2-2.00 RECOGNITION**

**2-2.01** The board shall recognize the union as the only representative and agent of the employees covered by the agreement regarding the application of matters related to working conditions.

**2-2.02** The board and the union shall recognize the provincial negotiating parties' right to deal with issues relating to the interpretation and application of the agreement.

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

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

**2-2.03** Following the coming into force of the agreement, any individual agreement between an employee and the board regarding working conditions other than those provided for in the agreement must receive the union's approval in writing in order to be valid.

**2-2.04** The provincial negotiating parties shall agree to meet in order to discuss any issue relating to the employees' working conditions and to adopt the appropriate solutions. Any solution accepted in writing by the provincial negotiating parties may subtract from, add to, or alter any provision of the agreement. These provisions must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the agreement and the Labour Code.

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

**3-1.01** The board shall place bulletin boards at the disposal of the unions, in prominent 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.

**3-1.02** The union may use these bulletin boards to post a notice of a meeting or any other document issued by the union provided that it is signed by a union representative and that a true copy is given to the person designated by the board.

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

**3-2.01** All union meetings must be held outside the regular working hours of the group of employees concerned.

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

**3-2.02** With the 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 on the condition 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 prescribed in his or her work schedule. The employee shall not be entitled to any additional remuneration on that account.

**3-2.03** At the union's written request, the board shall provide free of charge, insofar as it is available, suitable space in one of its buildings for union meetings of the employees covered by accreditation. If several rooms are available, the board shall make available to the union the rooms closest to the location where the union intends to hold its meeting. The board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the space used is left in the condition in which it was found.

**3-2.04** The board which already provides a room for a union secretariat at no cost to the union shall continue to do so. If the use of this room is withdrawn, the board shall provide another room.

In other cases, the board shall provide an available and suitable room, if any, as union secretariat at no cost to the union.

If the use of this room must be withdrawn, the board shall notify the union and the parties shall meet to discuss the terms and conditions for replacing the room by another available and suitable room, if any.

If the board cannot provide an available and suitable room, the parties shall meet to assess the situation.

**3-3.00 DOCUMENTATION**

**3-3.01** In addition to the documentation that must be provided according to the other provisions of the agreement, the board and the union shall provide the documentation prescribed in this article.

**3-3.02** No later than November 30 of each year, the board shall provide the union with the complete list of employees to whom the agreement applies indicating for each: his or her surname and given name, status (probationary, tenured regular, regular, temporary), the department or school to which he or she is assigned, the position held, whether the position is full time or part time, the class of employment and salary, 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. The board shall continue to provide the list of employees' names in alphabetical order if it was doing so prior to the date of the coming into force of the agreement.

**3-3.03** The board shall provide the union with the following information at the times prescribed:

A) The board shall provide the union with the following information monthly:

- a) the names of new employees, the date of hiring and the information stipulated in clause 3-3.02 as well as the duration of employment during the preceding month of all temporary employees;
- b) the changes of address and telephone number of employees as brought to its attention.

B) At the same time as it informs the employee concerned, the board shall provide the union with a copy of any correspondence dealing with:

- a) any movement of personnel, hiring or departure of employees;
- b) any cut in salary or benefit associated with the application of the agreement;
- c) any leave with or without salary, maternity leave or extension thereof.

Paragraph B) shall not have the effect of replacing or duplicating the information required under the agreement as a whole.

**3-3.04** At the same time, the board shall forward to the union a copy of all the directives sent to an employee, a group of employees or to all employees to whom the agreement applies.

**3-3.05** 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 employees to whom the agreement applies.

**3-3.06** The union shall provide the board within fifteen (15) days of their appointment with the names of its representatives, their job titles, the name of the committee on which they sit, if applicable, and shall advise the board of any change.

**3-4.00 UNION SYSTEM**

**3-4.01** Employees who are members of the union on the date of the coming into force of the agreement and those who become members thereafter must so remain, subject to the provisions of clause 3-4.03.

**3-4.02** Any employee hired after the coming into force of the agreement must become a member of the union, subject to the provisions of clause 3-4.03.

**3-4.03** The fact that an employee is refused, expelled or resigns from the union shall in no way affect his or her employment ties with the board.

**3-4.04** For the purposes of applying this article, the board shall give an application form for membership in the union to an employee hired after the coming into force of the agreement in accordance with the aforementioned union system provisions. An employee who is hired after the coming into force of the agreement shall complete and return the form to the union through the board. The union shall provide the board with the application forms for membership.

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

The union may appoint one employee per work establishment as a union delegate who has the function of meeting with any employee of the said establishment who has a problem regarding his or her working conditions which may give rise to a grievance.

For this reason, the employee and the union delegate may temporarily interrupt their work without loss of salary or reimbursement, after having obtained permission from their immediate superiors and after having indicated the probable duration of their absence. Permission cannot be refused without a valid reason.

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

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

**3-5.02 Union Representative**

The union may appoint, on behalf of all employees who are union members, a maximum of three (3) union representatives. The union representatives are board employees who have the function of assisting an employee in obtaining, where applicable, the information necessary for the meeting prescribed in subparagraph a) of clause 9-1.03, once a grievance has been formulated.

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

He or she may also be absent from work, without loss of salary or reimbursement, if he or she is required to meet with an employee and a board representative in order to see to the application of the provisions 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.

**3-5.03** The union shall provide the board with the name and the area of activities of each delegate and of the union representatives within fifteen (15) days of their appointment and shall also inform it of any change.

**3-5.04** The union advisor may participate in the joint committees prescribed in the agreement.

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

**3-6.00 LEAVES OF ABSENCE FOR UNION ACTIVITIES**

**Section I Leaves of absence without loss of salary or reimbursement by the union**

**3-6.01** Any union representative appointed to a joint committee prescribed in the agreement may be absent from work without loss of salary or reimbursement in order to attend the committee's meetings or to carry out work required by the parties to the committee.

The meetings of the joint committee shall be held at a time agreed to between the parties, normally during the regular working hours.

**3-6.02** Any union representative appointed to a joint committee not prescribed in the agreement, but the establishment of which is accepted by the board and the union or by the provincial negotiating parties, may be absent from work, without loss of salary or reimbursement, in order to attend the committee's meetings or to carry out work required by the parties to the committee.

**3-6.03** The expenses incurred by the union representative appointed to a joint committee shall be reimbursed by the party he or she represents, except if otherwise stipulated. Thereby, he or she shall not be entitled to any additional remuneration.

**3-6.04** 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 and of the anticipated duration of the meeting.

**3-6.05** Any union representative may be absent from work without loss of salary to attend the meeting between the board and the union convened under clause 9-1.03 of the agreement.

**3-6.06** The plaintiff and the union representative may be absent from work, without loss of salary, to attend arbitration sessions. Employees called to be witnesses may be absent from work without loss of salary for the time deemed necessary by the arbitrator.

- 3-6.07** In the case of a collective grievance, only one plaintiff shall be released without loss of salary.

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

- 3-6.08** At the union's written request, sent at least fifteen (15) days in advance, the board shall release an employee for full-time union activities for an uninterrupted period varying between one (1) and twelve (12) months, renewable according to the same procedure.

- 3-6.09** The union must notify the board at least fifteen (15) days before an employee's return to work and the latter shall be reinstated in the position held upon his or her departure, unless the position was abolished during his or her absence or the employee concerned was displaced as a result of the application of the provisions of article 7-3.00.

- 3-6.10** The employee released under clause 3-6.08 shall maintain his or her salary and fringe benefits as well as the rights and privileges conferred on him or her by the agreement.

- 3-6.11** In the case of absences granted under clause 3-6.08, the union shall reimburse the board, on a quarterly basis, any amount paid to an employee as well as any amount paid by the board for and on behalf of the employee concerned within thirty (30) days after the union receives a statement to this effect.

**Section III Leaves of absence without loss of salary deductible from the number of days authorized but with reimbursement by the union**

- 3-6.12** Upon the union's written request sent at least forty-eight (48) hours before the date on which the absence begins, the board shall release an employee for internal union activities. Permission must not be refused without a valid reason but may be refused if the employee has already taken forty (40) working days for the year. In this case, the board shall grant one (1) day of absence weekly if the needs of the department so allow.

- 3-6.13** Upon the union's written request sent at least forty-eight (48) hours before the date on which the absence begins, the board shall release the official delegates designated by the union to attend various official meetings called by their organizations or to attend union training sessions provided under the aegis of their organizations.

The leaves shall not be deducted from the number of authorized days prescribed in clause 3-6.12.

- 3-6.14** Employees released under clauses 3-6.12 and 3-6.13 shall maintain their salary (including the applicable premiums), fringe benefits as well as the rights and privileges conferred on them by the agreement.

- 3-6.15** In the case of absences granted under clauses 3-6.12 and 3-6.13, the union shall reimburse the board, on a quarterly basis, any amount paid to an employee as salary (including the applicable premiums) within thirty (30) days after the union receives a statement to this effect.

**3-7.00 UNION DUES**

- 3-7.01** The board shall deduct an amount equal to the dues established by union regulation or resolution at each pay period. In the case of an employee hired after the date of the coming into force of the agreement, the board shall deduct the said dues as well as the membership fee as of the first pay period.
- 3-7.02** Any change in the union dues shall take effect no later than thirty (30) days after the board receives a copy of a regulation or resolution to this effect. Changes in dues may occur twice in the same fiscal year. Any other change must first be agreed upon by the union and the board.
- 3-7.03** Each month, the board shall transfer to the union the dues collected during the preceding month as well as the list of the contributing employees' names and the amount paid by each. In the case where the union dues consist of a percentage of an employee's earnings, the board shall also provide the cumulative earnings on which the union dues are based for the employee concerned. In addition, the board and the union may agree that additional information pertaining to the remittance of union dues be added and transmitted to the union in a different manner provided that it does not oblige the board to modify its computer program. In the case where a board provides the list of names in alphabetical order or returns the dues more frequently, it shall continue to do so.
- 3-7.04** The union shall assume the case of the board and shall indemnify it against any claim that could be made by one or more employees regarding the amounts deducted from their pay under this article.

**CHAPTER 4-0.00 LABOUR RELATIONS COMMITTEE AND COMMITTEES  
PRESCRIBED UNDER THE EDUCATION ACT**

**4-1.00 LABOUR RELATIONS COMMITTEE**

**4-1.01** Within thirty (30) days of the written request of the board or union, the parties shall set up a parity committee called the Labour Relations Committee.

**4-1.02** The committee shall consist of a maximum of two (2) union representatives and two (2) board representatives.

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

**4-1.04** The committee's mandate shall be to study and discuss any matter, problem or dispute between the board, on the one hand, and its employees and the union, on the other hand, and to find appropriate solutions.

**4-2.00 COMMITTEES PRESCRIBED UNDER THE EDUCATION ACT**

**4-2.01** An employee called on to participate in a committee prescribed under the Education Act may be absent from work without loss of salary in order to take part in the meetings after having informed his or her immediate superior.

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

**5-1.01** The board shall allow 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, child, spouse's child living with the employee: a maximum of seven (7) consecutive days, working days or not, including the day of the funeral;
- d) the death of his 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 death of his or her former spouse, if there are minor children from the union: the day of the funeral;
- g) moving: the moving day; however, an employee shall not be entitled to more than one (1) day off per year for this purpose;
- h) a maximum of three (3) working days per year to cover any other event considered as an act of God (disaster, fire or flood) which obliges an employee to be absent from work or any other reason which obliges the employee to be absent from work and on which the board and the union agree within one hundred and twenty (120) days of the date of the coming into force of the agreement to grant permission to be absent without loss of salary. The agreement between the union and the board shall constitute a local arrangement within the meaning of article 11-3.00. Any local arrangement concluded under subparagraph h) of clause 5-1.01 of the former collective agreement shall be maintained, unless there is an agreement to the contrary.

**5-1.02** An employee shall be permitted to be absent, without loss of salary, for the events mentioned in subparagraphs c), d) and e) of clause 5-1.01, only if he or she attends the funeral of the deceased; if he or she attends the funeral and the funeral takes place at a distance of more than two hundred and forty (240) kilometres from the employee's domicile, the latter shall be entitled to an additional day or two (2) additional days if he or she attends the funeral and the funeral takes place at a distance of more than four hundred and eighty (480) kilometres from his or her domicile.

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

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

- subparagraph c): six (6) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend any funeral service held after the funeral;
- subparagraph d): four (4) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend any funeral service held after the funeral;
- subparagraph e): two (2) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend any funeral service held after the funeral.

Moreover, the union and the board may agree on an additional number of days to cover the events mentioned in subparagraphs c), d) and e) of clause 5-1.01 for the regions for which the premiums for regional disparities prescribed in article 6-8.00 are payable and for the territory included between Tadoussac and the Moisie River if crossing the river is necessary.

- 5-1.03** In all cases, the employee must notify his or her immediate superior and produce upon written request, whenever possible, the proof or attestation of these facts.
- 5-1.04** The employee who is called to act as a juror or a witness in a case where he or she is not a party shall be entitled to 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 Department of Public Health, is placed in quarantine in his or her dwelling due to a contagious disease affecting a person living in the same dwelling;
  - c) the employee, at the specific request of the board, undergoes a medical examination in addition to that required by law.
- 5-1.06** The board may also allow an employee to be absent without loss of salary for any other reason not prescribed in this article which it deems valid.
- 5-1.07** Within forty-five (45) days of the date of the coming into force of the agreement, the board must draft, after consulting the union, a policy applicable to all categories of personnel (teaching, professional, support) concerning the closing of establishments during inclement weather.

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

The 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.

**5-2.00 PAID LEGAL HOLIDAYS**

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

An employee who holds a part-time position shall be entitled to paid legal holidays in proportion to his or her regular workweek as compared to the regular workweek. The board and the union shall agree on the terms and conditions for applying this paragraph.

**5-2.02** The holidays are listed hereinafter. However, before July 1 of every year, after agreement with the support staff union or group of unions concerned, the distribution of the paid legal holidays may be modified:

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

**5-2.03** Should a paid legal holiday fall on a Saturday or Sunday, the day off shall be rescheduled, after agreement, for a day suitable to the board and the union.

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

**5-2.04** An employee whose vacation or weekly day off falls on one of the paid legal holidays prescribed in this article shall receive, as a replacement, a leave of absence of an equal duration taken at a time suitable to both the employee and the board.

**5-2.05** In the case where the former collective agreement or a regulation or resolution of the board in effect in 1975-1976 prescribed a paid legal holiday plan the application of which for any of the fiscal years of the agreement would have allowed a number of paid legal holidays greater than that prescribed annually in clause 5-2.01, the number of paid legal holidays prescribed in that clause shall be increased for all the employees covered by the agreement to whom the provisions of clause 5-2.01 apply, for the year concerned, by the difference between the number of paid legal holidays obtained as a result of the application of the former plan for the year concerned and that prescribed in clause 5-2.01.

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

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

**5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS**

**Section I General Provisions**

**5-3.01** The following shall be eligible to participate in the life, health and salary insurance plans as of the date indicated until the date of the beginning of his or her retirement or up to sixty-five (65) years of age in the case of the application of subparagraph d) of paragraph A) of clause 5-3.34:

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

**5-3.02** For the purposes of this article, dependant means the employee's spouse or dependent child defined as follows:

- a) **spouse:** as defined in clause 1-2.06;
- b) **dependent child:** a child of an employee, of his or her spouse or of both, unmarried and living or domiciled in Canada, who is relying on the employee for his or her financial support and is under eighteen (18) years of age; every such child twenty-five (25) years of age or younger who is a duly registered student attending, on a full-time basis, a recognized institution of learning, as well as every child who has become totally disabled prior to reaching his or her eighteenth (18<sup>th</sup>) birthday or a student who has become totally disabled between eighteen (18) and twenty-five (25) years of age and has remained continuously disabled since that time;
- c) **person suffering from a functional impairment:** means a spouseless eligible person of full age suffering from a functional impairment, referred to in the Règlement sur le régime général d'assurance-médicaments (R.R.Q., c.A-29.01, r. 2), that has existed since before the person's eighteenth (18<sup>th</sup>) birthday, who receives no benefits under a last resort assistance program pursuant to the Act respecting income security, and who is domiciled with an employee who would exercise parental authority were the person a minor.

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

**Definition of Disability****5-3.03 A) Disability of 104 Weeks or Less**

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

**B) Disability of Over 104 Weeks**

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

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

**5-3.04** During the first one hundred and four (104) weeks, period of disability means any continuous period of disability or any series of successive periods of disability separated by fewer than twenty-two (22)<sup>1</sup> days of actual full-time work or availability for such full-time work, unless the employee establishes to the satisfaction of the board or of its representative that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.

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

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

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

**5-3.06** The provisions of the health insurance plan in the former collective agreement continue to apply until the date prescribed by the union insurance committee.

**5-3.07** The new health insurance plan comes into force on the date prescribed by the union insurance committee.

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<sup>1</sup> Read "eight (8) days" instead of "twenty-two (22) days" if the continuous period of disability which precedes an employee's return to work is equal to or less than three (3) calendar months.

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

#### **Union Insurance Committee**

- 5-3.09** The union insurance committee, the composition of which is determined by the unions covered by the contract, must draw up a schedule of conditions, when required, and obtain one group insurance policy for the basic health insurance plan and one or more group insurance policies for the other plans covering all the participants in the plans.

- 5-3.10<sup>1</sup>** The union insurance committee may establish a maximum of three (3) complementary plans, the cost of which shall be borne entirely by the participants. The board shall nevertheless take part in the setting up and implementation of the plans as prescribed hereinafter, notably by deducting the required contributions. Unless exempted under the provisions of clause 5-3.31, participation in a complementary plan shall presume participation in the basic health insurance plan, but a certain amount of life insurance may nevertheless be maintained for retired employees.

- 5-3.11** The union insurance committee can only establish complementary plans regarding life, health and dental care insurance.

A complementary plan cannot contain combined life and health insurance benefits.

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

- 5-3.12** From year to year, the union insurance committee may maintain basic plan coverage with appropriate changes for retired employees without any contribution by the board provided that:

- a) the employee's contributions to the plan and the corresponding contribution be determined excluding any cost resulting from the extension of coverage to include retired employees;
- b) all disbursements, contributions and rebates for retired employees be recorded separately and any additional contribution which may be payable by employees by virtue of the extension to retired employees be clearly identified as such.

- 5-3.13** The insurer selected for all plans should preferably have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting the insurer, the union insurance committee may request bids or proceed by any other means it may determine.

- 5-3.14** The union insurance committee must carry out a comparative analysis of all bids received, if need be, and after making its choice, provide the CPNCA with a report on the analysis and a statement giving reasons for its choice.

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<sup>1</sup> See Appendix XII, Computerized Billing of Group Insurance Premiums.

**5-3.15** Each plan shall have only one premium calculation method, whether it be a predetermined amount or an invariable percentage of salary.

**A2 5-3.16** Any change in premiums resulting from a change in the plan or in the renewal conditions may only take effect on July 1 following a written notice sent to the board at least sixty (60) days in advance.

**5-3.17** The benefit of exemption from premiums must be the same for all plans as regards its starting date and it must be total. Moreover, it cannot begin prior to the first complete pay period following the fifty-second (52<sup>nd</sup>) consecutive week of total disability.

**A2 5-3.18** There can be no more than one update campaign every three (3) years for all plans; the campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the changes shall come into force on July 1 after giving the board a written notice at least sixty (60) days in advance.

**5-3.19** Dividends or rebates to be paid as a result of favourable experience with the plans shall constitute funds entrusted to the management of the union insurance committee. Fees, expenses or disbursements incurred for the implementation and application of the plans shall constitute primary liens against these funds.

The balance of a plan's funds shall be used by the union insurance committee to meet the increases in the rates of premiums, to improve existing plans, to be remitted to the participants by the insurer according to the formula determined by the union insurance committee or to grant a waiver of premium. In this latter case, the waiver of premium must be for a minimum of one month and must take effect on January 1 or end on December 31. The waiver of premium must be preceded by a written notice sent to the board at least sixty (60) days in advance.

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

**5-3.20** The union insurance committee 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 union insurance committee shall also provide, at a reasonable cost, any additional useful and relevant statements or statistics which may be requested by the CPNCA concerning the basic health insurance plan.

#### **Intervention of the Board**

**5-3.21<sup>1</sup>** The board shall facilitate the implementation of the plans by:

- informing new employees;
- registering new employees;

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<sup>1</sup> See Appendix XII, Computerized Billing of Group Insurance Premiums.

- forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain a 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;
- conveying information normally required of the board 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.

**5-3.22** The CPNCA, on the one hand, and the union insurance committee, on the other hand, agree to set up a committee to assess the administrative problems ensuing from the application of the insurance plans. Moreover, any change in the administration of the plans must be the subject of an agreement by the committee before it comes into effect. If such a change obliges the board to hire supernumerary employees or requires overtime, the costs shall be assumed by the independent union, member of the insurance plans.

**5-3.23** The members of the union insurance committee shall not be entitled to any reimbursement of expenses or to any remuneration for their services on the committee, but their board shall, however, pay their salaries.

#### **Local Parity Committee**

**5-3.24** Within sixty (60) days of the coming into force of the agreement, the board and the union shall set up a local parity committee to study the file of any employee who has been on disability leave for more than six (6) months and to ensure that the information required by the insurer from the board and the employee is forwarded to the insurer, as of the eighteenth (18<sup>th</sup>) month of disability.

In the case where the employee's disability has consolidated, the committee may modify the employee's position to make it more suitable to his or her condition.

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

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

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

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

As of the date of his or her assignment, the employee shall no longer be considered disabled within the meaning given to disability in the agreement.

**Section II      Standard Life Insurance Plan**

- 5-3.25** 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). The amount shall be reduced by fifty percent (50%) for the employees referred to in subparagraph b) of clause 5-3.01.
- 5-3.26** The provisions of clause .26 of Appendix "C" of the 1971-1975 collective agreement continue to apply for the duration of the agreement to the employees who benefited from such provisions on the date of the coming into force of the agreement.

**Section III      Basic Health Insurance Plan**

- 5-3.27** The basic plan shall cover, as per the terms set down by the union insurance committee, all drugs sold by a licensed pharmacist or by a duly authorized physician, as prescribed by a physician or a dentist, as well as, at the option of the committee, ambulance service, hospitalization or medical expenses not otherwise recoverable when an insured employee is temporarily outside of Canada and his or her condition requires hospitalization outside of Canada, the cost of purchasing an artificial limb due to a loss sustained while a participant or other supplies or services prescribed by the attending physician and required for the treatment of an illness.
- 5-3.28<sup>1</sup>** The board's contribution to the basic health insurance plan on behalf of each employee shall be limited to the least of:
- a) in the case of a participant insured for himself or herself and his or her dependants: fifty-four dollars (\$54) per year;
  - b) in the case of an individually insured participant: twenty-one dollars and sixty cents (\$21.60) per year;
  - c) an amount equal to twice the contribution paid by the participant himself or herself for the benefits provided by the basic plan.
- 5-3.29** In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts of fifty-four dollars (\$54) and of twenty-one dollars and sixty cents (\$21.60) shall be reduced by two thirds (2/3) of the yearly premiums of the drug benefits included in the basic health insurance plan. The balance of the premiums of the basic health insurance plan not required may be used until the expiry of the agreement as an employer's contribution to the complementary plans prescribed above on the condition that the board may not be called upon to pay an amount greater than that paid by the participant himself or herself.
- It is understood that the complementary plans in effect on the date of the extension may be modified accordingly and that, when necessary, new complementary plans may be put into effect, subject to the maximum prescribed in clause 5-3.10, including or not the balance of the benefits of the basic plan.
- 5-3.30** The health benefits shall be reduced by the benefits payable under any other public or private, individual or group plan.

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<sup>1</sup> See Appendix XII, Computerized Billing of Group Insurance Premiums.

- 5-3.31** Participation in the basic health insurance plan shall be compulsory but any employee may, by giving prior written notice to his or her board, refuse or cease to participate in the health insurance plan provided the employee establishes that he or she and his or her dependants are insured under a group insurance plan affording him or her similar benefits as defined under clause 5-3.02. In no case may the provisions of this clause require an employee to subscribe to two different plans affording similar benefits; it shall be up to the employee to establish it with his or her board.
- 5-3.32<sup>1</sup>** Notwithstanding clause 5-3.01, an employee on a leave without salary shall not be covered by the health insurance plan unless he or she requests that his or her participation in the plan be continued. In this case, the employee will have to pay the total amount of the premiums due including the board's share including tax, where applicable.
- 5-3.33** An employee who has refused or ceased to be a participant in the plan may again become eligible thereto, subject to the following conditions:
- A) he or she must establish to the satisfaction of the insurer that:
    - a) he or she was previously covered as a dependant under clause 5-3.02 or otherwise under the current group insurance plan or any other plan offering similar coverage;
    - b) it is no longer possible for him or her to continue to be covered;
    - c) his or her application is filed within thirty (30) days after his or her coverage ceases;
  - B) subject to paragraph A) above, coverage shall be effective as of the first working day of the period during which the insurer receives the application;
  - C) in the case of any person not insured under the current group insurance plan prior to applying for benefits thereunder, the insurer shall not be responsible for the payment of benefits which could be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

#### **Section IV      Salary Insurance Plan**

- 5-3.34** A) Subject to the provisions herein, 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 seven (7) working days: the payment of a benefit equal to the salary he or she would have received had he or she been at work;
  - b) upon termination of the payment of the benefit prescribed in subparagraph a), where applicable, but in no event before the expiry of a waiting period of seven (7) working days from the beginning of the period of disability and for a period of up to one month from the expiry of the waiting period: the payment of a benefit equal to eighty percent (80%) of the salary he or she would have received had he or she been at work;

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<sup>1</sup> See Appendix XII, Computerized Billing of Group Insurance Premiums.

- c) upon the expiry of the abovementioned period of one month up to twenty-four (24) months from the beginning of the disability period: the payment of a benefit equal to seventy percent (70%) of the salary he or she would have received had he or she been at work;
- d) upon the expiry of the abovementioned period of twenty-four (24) months, the employee becomes an insured person under the long-term salary insurance plan and shall be entitled to the payment of a benefit equal to seventy percent (70%) of his or her salary until the age of sixty-five (65).

An insurer or a government agency shall pay the benefits prescribed in subparagraph d) of paragraph A) of this clause and the premiums due under the long-term salary insurance plan shall not be payable by the employee, even when he or she is on an unpaid leave, notwithstanding any provision to the contrary in the agreement.

For the purpose of calculating the benefit prescribed in subparagraphs a), b) and c) of paragraph A) of this clause, an employee's salary is the salary he or she would be receiving if he or she were at work including the premiums for regional disparities (isolation, remoteness, retention) in accordance with the provisions of Chapter 6-0.00.

However, in the case of an employee working in a day care service, the salary rate is replaced by the average basic weekly salary of the last twenty (20) weeks preceding the disability, excluding any layoff.

At the end of the period prescribed in subparagraph c) of paragraph A) of this clause, the salary applicable for the purpose of establishing the benefit prescribed in subparagraph d) of paragraph A) of this clause is that prescribed in clause 1-2.32 of the agreement. The benefit shall be indexed, where applicable, on January 1 of each year, according to the indexation rate determined under the Act respecting the Québec Pension Plan to a maximum of five percent (5%).

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

- B) During a disability period, a regular employee, absent for at least twelve (12) weeks<sup>1</sup>, may return to work on a gradual basis with the board's consent. In this case:
  - a) The employee's request shall include a medical certificate from his or her physician attesting that he or she may return to work on a gradual basis.
  - b) The board and the employee, accompanied, if he or she so desires, by his or her union delegate or representative, shall agree on the period of gradual return to work and its schedule; the period of gradual return to work cannot exceed twelve (12) consecutive weeks.
  - c) During that period, the employee is still considered on a disability leave, even if he or she is working.
  - d) While at work, the employee must be able to perform all of his or her usual duties and functions.
  - e) The period of gradual return to work must be immediately followed by a return to work for the duration of the employee's regular workweek.

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<sup>1</sup> In exceptional cases, the board and the employee may agree on a gradual return to work prior to the thirteenth (13<sup>th</sup>) week.

- f) The preceding provisions shall not have the effect of extending the maximum number of weeks entitling him or her to salary insurance benefits.

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

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

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

- A1**      **5-3.35**      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 benefit from the insurance plans. However, the employee must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subparagraph a) of paragraph A) of clause 5-3.34, he or she shall be entitled, during a maximum period of three (3) years, to a waiver of his or her contributions to his or her pension plan (RREGOP, TPP or CSSP) without losing any rights in keeping with tax legislation. However, the waiver of contributions cannot have the effect of extending the existing employment ties provided for in the agreement. Provisions concerning a waiver of contributions are an integral part of the pension plan provisions and the resulting cost shall be shared as that of any other benefit. Subject to the provisions of the agreement, payment of any benefits shall not be construed as conferring on the payee the status of an employee nor as increasing his or her rights as such, especially as regards the accumulation of sick-leave days.

- 5-3.36**      Salary insurance benefits paid under clause 5-3.34 shall be reduced by the initial amount of any basic disability benefits paid to an employee under federal or provincial law, with the exception of the Employment Insurance Act, regardless of subsequent increases in basic benefits resulting from indexation. Moreover, the salary insurance benefits payable under subparagraph d) of paragraph A) of clause 5-3.34 shall be reduced by the initial amount, regardless of subsequent increases resulting from indexation clauses, pension annuities payable under various laws respecting pension plans as well as the deferred annuity which the employee requests payment prior to reaching sixty-five (65) years of age.

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

The board shall deduct one-tenth of a day from the bank of sick-leave days for each day used under subparagraph a) of paragraph A) of clause 5-3.34 when the employee receives benefits from the SAAQ.

As of the sixty-first (61<sup>st</sup>) day of a disability, the employee considered eligible for disability benefits under federal or provincial law, with the exception of the Employment Insurance Act, must, at the board's written request along with the appropriate forms, make the request and accept any obligations arising therefrom. However, the reduction of the benefit prescribed in clause 5-3.34 shall only begin when the employee is recognized as being eligible and actually begins receiving the benefit provided by law. In the case where the benefit provided by law is given retroactively to the first day of disability, the employee shall reimburse the board, where applicable, for the portion of the benefit prescribed in clause 5-3.34 as a result of the application of the first paragraph of this clause.

In order to be entitled to the salary insurance benefits prescribed in clause 5-3.34, every employee who receives disability benefits paid under federal or provincial law, with the exception of the Employment Insurance Act, must, inform the board of the amount of the weekly disability benefits that he or she receives. Furthermore, the employee must give written authorization to the board so that the latter may obtain the necessary information from the organizations, notably, the Société de l'assurance automobile du Québec (SAAQ) or the Régie des rentes du Québec (RRQ), which administer the plan under which he or she receives disability benefits.

**5-3.37** Payment of benefits shall terminate at the latest with the payment due for the last week of the month during which the employee actually begins his or her retirement. If need be, the amount of benefit payable shall be divided as follows: for each workday of disability during a regular workweek, one-fifth of the amount of benefit payable for one complete week.

The preceding paragraph only applies for the period during which an employee receives the benefits prescribed in subparagraphs a), b) and c) of paragraph A) of clause 5-3.34.

**5-3.38** No benefit shall be payable during a strike or lockout, except for a period of disability that began before and for which the employee has provided the board with a medical certificate.

**5-3.39** The payment of benefits as sick-leave days or under the salary insurance plan shall be made directly by the board provided that the employee submits the supporting documents prescribed in clause 5-3.40.

**5-3.40** The board may require that the employee who is absent because of disability provide a written attestation for absences of less than four (4) days or a medical certificate attesting to the nature and duration of the disability. However, the cost of the certificate shall be borne by the board if the employee is absent for less than four (4) days. The board may also require the employee concerned to undergo an examination 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 fifty (50) kilometres from his or her usual place of work shall be borne by the board.

Upon the employee's return to work, the authority designated by the board may require him or her to undergo a medical examination in order to establish whether he or she is sufficiently recovered to resume 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 fifty (50) kilometres from his or her usual place of work shall be borne by the board. If the opinion of the physician selected by the employee is contrary to that of the physician selected by the board, they shall agree on the choice of a third physician who shall settle the dispute.

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

- 5-3.41** If the payment of the benefits prescribed in subparagraph a), b) or c) of paragraph A) of clause 5-3.34 is refused by reason of presumed nonexistence or termination of any disability, the employee may appeal the decision in accordance with the provisions of Chapter 9-0.00.

As regards the benefits prescribed in subparagraph d) of paragraph A) of clause 5-3.34, the provincial negotiating employer group intends to use a schedule of conditions or other means to include the following arbitration clause in the insurance contract:

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

- 5-3.42** On July 1 of every year, the board shall credit each employee covered by this article with seven (7) working days of sick leave except for an employee's first year of service, in which case he or she shall be credited with thirteen (13) days. The six (6) additional days do not apply when an employee is relocated under article 7-3.00.

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

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

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

- 5-3.43** If an employee becomes covered by this article in the course of a fiscal year or leaves the board 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.

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

Notwithstanding the preceding provisions, the number of days credited under clause 5-3.42 shall not be reduced following a temporary layoff carried out under article 7-2.00.

**5-3.44** 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 prescribed in article 8-2.00.

**5-3.45** Employees on disability leave on the date of the signing of the agreement shall remain covered by the provisions of section IV of article 5-3.00 of the 1998-1999 collective agreement.

**5-3.46** a) The employee who, on June 30, 1998, is governed by the provisions of paragraph .36 b) of Appendix "C" of the 1971-1975 agreement shall maintain the right to be reimbursed for the value of redeemable days accumulated on the date of the coming into force of the agreement under the terms of the agreements applicable prior to the 1971-1975 agreement 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 before and after June 30, 1998.

The value is determined on the basis of the salary on July 1, 1998 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1998. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined under a former collective agreement or a board regulation having the same effect.

b) The employee who was entitled until June 30, 1989<sup>1</sup> to redeemable sick-leave days shall maintain the right to be reimbursed for the value of the redeemable days accumulated on June 30, 1989<sup>1</sup> under the terms of the agreements applicable prior to the 1971-1975 agreement 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 before and after June 30, 1989<sup>1</sup>.

The value shall be determined on the basis of the salary on July 1, 1989<sup>1</sup> and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1989<sup>1</sup>. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined under a former collective agreement or a board regulation having the same effect.

c) The employee who was entitled until June 30, 1973 to redeemable sick-leave days shall maintain the right to be reimbursed for the value of the redeemable days accumulated on July 1, 1973 under the terms of former 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 before and after July 1, 1973.

The value shall be determined on the basis of the salary on July 1, 1973 and shall bear interest at the rate of five percent (5%) compounded yearly as of that date. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined under a former collective agreement or a board regulation having the same effect.

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<sup>1</sup> Read June 30, 1986 with July 1, 1986, June 30, 1983 with July 1, 1983, June 30, 1979 with July 1, 1979 or June 30, 1976 with July 1, 1976.

**5-3.47** The value of the redeemable sick-leave 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 provisions concerning pension plans.

The redeemable sick-leave days to an employee's credit in accordance with clause 5-3.46 may also be used at a rate of one day per day for purposes other than those prescribed in this article when the former agreements provided for 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: maternity (including extensions of the maternity leave) or extending the employee's disability leave upon the termination of the benefits prescribed in subparagraph c) of paragraph A) of clause 5-3.34 or a preretirement leave at the end of which the employee retires.

The employee may also use the 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 the termination of the benefits prescribed in subparagraph c) of paragraph A) of clause 5-3.34. In addition, the days may be used to extend a maternity leave. The days may also be used up to a maximum of ten (10) days to extend a paternity leave.

Redeemable sick-leave days under clause 5-3.46 as well as nonredeemable sick-leave days to the credit of an employee who has at least thirty (30) years of seniority may also be used at a rate of one day per day, up to a maximum of ten (10) days per year, to be added to the vacation period of the employee concerned. This paragraph also applies 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 employee who retires or obtains a preretirement leave after the age of sixty-two (62) may, before his or her departure, use in advance the number of days which he or she could have used under the preceding paragraph as a leave with salary if he or she remains in the employment of the board until the age of sixty-five (65). The total number of anticipated days shall be limited to twenty (20).

The redeemable sick-leave days to the employee's credit under clause 5-3.46 or on the date of the coming into force of the agreement, as the case may be, shall be considered used on that date when used under this clause and other clauses of this article.

**5-3.48** The sick-leave days to an employee's credit 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 either under clause 5-3.42 of the former collective agreement and those credited, where applicable, under the agreement;
- b) after having used up the days mentioned in the preceding subparagraph, the remaining redeemable days to the employee's credit;
- c) after having used up the days mentioned in the preceding two subparagraphs, the nonredeemable days to the employee's credit.

**5-3.49** 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 the employee within sixty (60) calendar days.

**Section V            Miscellaneous Provisions**

- 5-3.50**     An employee who accepts, at the board's request, to be displaced temporarily to a position outside of the bargaining unit shall continue to benefit from this article for the period during which he or she is displaced.
- 5-3.51**     For the purpose of applying this article, the board shall be authorized to deduct from the employee's pay his or her contribution to the various insurance plans.
- 5-3.52**     A tenured regular employee who is disabled upon termination of the benefits prescribed in subparagraph c) of paragraph A) of clause 5-3.31 and clause 5-3.44 of the 1998-1999 collective agreement and who is laid off by the board shall benefit from the provisions of article 7-4.00.

**5-4.00       PARENTAL RIGHTS****Section I            General Provisions**

- 5-4.01**     The maternity leave allowances prescribed in Section II shall 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 and parapublic sectors.
- 5-4.03**     The board shall not reimburse the employee for amounts that Human Resources Development Canada (HRDC) 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 salary<sup>1</sup>, deferred basic weekly salary and severance payments shall not be increased or decreased by the amounts received under the supplementary employment insurance benefits plan.

- 5-4.04**     Unless there are specific provisions to the contrary, this article shall not result in granting an employee a benefit, monetary or not, which the employee 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 5-4.08, must be consecutive.

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<sup>1</sup>            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 but excluding other premiums and without any additional remuneration even for overtime.

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

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

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

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

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

An employee shall also have this right if her child is hospitalized within fifteen (15) days of birth.

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

**5-4.09** To obtain maternity leave, an employee must give 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 attesting to the pregnancy and the due date.

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

#### **Cases Eligible for Employment Insurance**

**5-4.10** An employee who has accumulated twenty (20) weeks of service<sup>1</sup> and who, following the submission of the request for benefits under the employment insurance plan, receives such benefits, shall be entitled during her maternity leave, subject to clause 5-4.15, to receive:

- a) for each week of the waiting period under the employment insurance plan, an allowance equal to ninety-three percent (93%)<sup>2</sup> of her basic weekly salary;
- b) for each week she is receiving 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 employment insurance benefit that she is receiving;

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

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

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 these 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 from among those mentioned in subparagraph c) of clause 5-4.14 shall receive an additional allowance from each of her employers. In this case, the additional allowance shall be equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the board and the percentage of the employment insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. For this purpose, the employee shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid to her by Human Resources Development Canada.

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

- c) for each of the weeks following the period prescribed in subparagraph b) of this clause, a compensation equal to ninety-three percent (93%) of her basic weekly salary up to the end of the twentieth (20<sup>th</sup>) week of the maternity leave.

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

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

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

The employer who pays the usual salary as mentioned 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 exceed ninety-three percent (93%) of the basic weekly salary paid by her board or, where applicable, employers.

#### **Cases Ineligible for Employment Insurance**

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

However, an employee who holds a full-time position and who has accumulated twenty (20) weeks of service shall also be entitled to an allowance equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks, if she does not receive employment insurance benefits for the following reason:

- i) she did not hold an insurable job for the required number of working hours during the period of reference stipulated in the employment insurance plan.

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

- i) she did not contribute to the employment insurance plan;

or

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

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

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

- a) No allowance may be paid for a vacation period during 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 instalment need only be paid fifteen (15) days after the board receives proof that she is receiving employment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by Human Resources Development Canada to the board by means of a computerized statement shall be considered as admissible proof.
- c) Service shall be calculated with all the employers in the public and parapublic sectors (education, civil service, health and social services), regional health and social services boards, bodies whose employees are subject to conditions of employment or salary scales or standards which by law are determined or approved by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body referred to in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

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

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

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

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

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

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

However, the weeks during which 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 an employee is entitled under clause 5-4.10 or 5-4.13, as the case may be, and the maternity leave benefits shall be reestablished for the number of remaining weeks under clause 5-4.10 or 5-4.13, as the case may be.

**5-4.15** The maternity leave allocation<sup>1</sup> paid by the Government of Québec shall be deducted from the allowances to be paid under clause 5-4.10.

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

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

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

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

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

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

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

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

**5-4.18** 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, submit a medical certificate confirming that she is sufficiently recovered to resume work.

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

The employee to whom the board has sent such a notice must report to work upon the expiry of the maternity leave, unless the leave is extended as prescribed in clause 5-4.29.

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.

**5-4.20** When an employee returns from her maternity leave, she shall return to her position. If the position has 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 for Pregnancy and Breastfeeding**

#### **Provisional Assignment and Special Leaves**

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

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

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

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

The employee so assigned to another position shall retain the rights and privileges of her regular position.

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

During the special leave prescribed in this clause, the employee's allowance shall be regulated by the provisions of the Act respecting occupational health and safety concerning the preventive reassignment of the employee who is pregnant 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 the provisions of the agreement concerning the reimbursement of amounts that have been overpaid.

If the employee exercises her right to apply for a review of the CSST decision or to contest it before the Commission des lésions professionnelles (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.

### **Other Special Leaves**

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

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

**5-4.23** As regards the visits referred to in subparagraph c) of clause 5-4.22, the employee shall 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 granted under this section, the employee shall be entitled to the benefits prescribed in clause 5-4.16, if she is normally entitled to them, and in clause 5-4.20 of Section II. An employee covered by clause 5-4.22 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of clause 5-4.22, the employee must first have used up the four (4) days mentioned in the preceding paragraph.

**Section IV Other Parental Leaves****Paternity Leave**

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

**Leaves for Adoption and Leaves of Absence Without Salary with a View to Adopt**

- 5-4.25** The employee who legally adopts a child, other than his or her spouse's child, shall be entitled to a leave of absence for a maximum period of ten (10) consecutive weeks provided his or her spouse not also be on such a leave. The leave must be taken following the child's placement order or the equivalent in the case of international adoption in accordance with the adoption plan or at another time agreed 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 prescribed in clause 5-4.16, insofar as he or she is normally entitled to the benefits and, at the end of the leave, he or she shall be reinstated in his or her position; in the case where the position was abolished, the employee shall be entitled to the benefits he or she would have had had he or she been at work.

For each week of the leave, the employee shall receive an indemnity equal to his or her basic weekly salary paid at two (2)-week intervals or at one (1)-week intervals if the salary payment system is on a weekly basis. If the employee is entitled to the premium for regional disparities by virtue of the agreement, the employee shall also receive the premium during his or her leave for adoption.

- 5-4.26** An employee shall be entitled to a leave of absence without salary of a maximum duration of ten (10) weeks to adopt a child, other than the spouse's child, beginning on the date on which the employee assumes full legal responsibility for the child.

The employee who travels outside Québec in order to adopt a child, other than his or her spouse's child, shall be granted, for that purpose and upon a 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.

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

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

However, if following the leave of absence for purposes of adoption for which the employee has received the indemnity paid under clause 5-4.25, no adoption results, the employee shall be considered as having taken his or her leave without salary pursuant to this clause and shall reimburse the indemnity as prescribed in clause 6-7.04.

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 adoption leave only.

**5-4.27** During the fourth (4<sup>th</sup>) week preceding the termination of the ten (10)-week adoption leave, the board must send the employee a notice indicating the anticipated date of the termination of the leave.

The employee to whom the board has sent such a notice 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 prescribed in clause 5-4.29.

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.

**5-4.28** The employee who legally adopts a child and who does not benefit from the ten (10)-week leave for adoption shall be entitled to a leave for a maximum period of five (5) working days, of which only the first two (2) days shall be remunerated.

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

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

#### **Leaves of Absence Without Salary and Partial Leaves of Absence Without Salary for Maternity or Adoption**

**5-4.29** An employee shall be entitled to either one of the following leaves:

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

An employee who holds a full-time position and who does not use the leave of absence without salary shall be entitled to a partial leave of absence without salary for a maximum period of two (2) years.

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

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

- i) from a leave without salary to a partial leave without salary or vice versa, as the case may be;
- ii) from a partial leave without salary to a different partial leave without salary.

The request must specify the schedule of the leave. Should the board disagree on the number of days of leave per week, the employee shall be entitled to a maximum of two and a half (2½) days per week or the equivalent for up to two (2) years. Should the board disagree on the distribution of these days, it shall effect the distribution.

The employee who does not use his or her leave or partial leave of absence without salary may, for that portion of the leave which his or her spouse does not use, choose to benefit from a leave or a partial leave of absence without salary by following the formalities prescribed.

If the spouse of the employee is not an employee of the public sector, the employee may avail himself or herself of a leave prescribed 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.

- b) The employee who does not use the leave prescribed in the preceding subparagraph a) may benefit after the birth or adoption of his or her child from a leave of absence without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the employee chooses and ends no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after he or she assumes full legal responsibility for the child. However, this subparagraph does not apply to the employee who adopts his or her spouse's child.
- c) The leaves of absence prescribed in the preceding subparagraphs a) and b) shall be granted following a written request to the board submitted at least two (2) weeks in advance and must specify the date of return to work.

**5-4.30** During the leave of absence without salary, the employee shall accumulate his or her seniority and shall continue to participate in the basic health insurance plan applicable to him or her by paying the total amount of the required premiums and contributions, including the board's share. Moreover, he or she may, by so requesting at the beginning of the said leave, continue to participate in the complementary insurance plans, provided that the regulations of the said plans so allow and that he or she pay the total amount of the required premiums and contributions. He or she may apply for a position which is posted and obtain it in accordance with the provisions of the agreement as if he or she were at work.

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

During the leave of absence without salary or the partial leave of absence without salary, the employee shall accumulate his or her experience for the purposes of determining his or her salary up to the first fifty-two (52) weeks.

**5-4.31** The employee may take his or her deferred annual vacation immediately prior to his or her leave of absence without salary or partial leave of absence without salary provided that there is no interruption with his paternity leave, her maternity leave or his or her leave for adoption, as the case may be.

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

**5-4.32** The employee to whom the board has given a four (4) weeks' notice indicating the date on which one of the leaves prescribed in clause 5-4.29 terminates must give a notice of his or her return at least two (2) weeks before the termination of the leave. Failing this, the employee shall be considered as having resigned.

**5-4.33** The employee who wishes to terminate his or her leave of absence without salary before the anticipated date must give a written notice to this effect at least twenty-one (21) days prior to his or her return. In the case of a leave of absence without salary exceeding fifty-two (52) weeks, the notice must be of at least thirty (30) days.

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

#### **Leave for Parental Responsibilities**

**5-4.34** A leave without salary or a partial leave without salary for a maximum of one (1) year shall be granted to an employee whose minor child suffers from socioemotional problems or whose minor child is handicapped or is suffering from a lengthy illness and who requires his or her care.

An employee may be absent from work for a maximum of six (6) days per year so that he or she may be with his or her minor child or his or her spouse's minor child to fulfill obligations relating to care, health or education. Days taken for this purpose shall be deducted from the employee's annual bank of sick-leave days prescribed in clause 5-3.42 or, if he or she so chooses, shall be taken without salary.

#### **Section V Miscellaneous Provisions**

**5-4.35** An employee who is entitled to a premium for regional disparities under the agreement shall receive the premium during her maternity leave prescribed in Section II.

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

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

**5-5.01** The board shall recognize the same rights for an employee to participate in public affairs as those which are 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 extends from the declaration of the elections to the tenth (10<sup>th</sup>) day which follows the election day or for any other shorter period situated between these two events.

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

**5-5.04** The 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.

**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.

Within twenty-one (21) days of 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, the employee shall be reinstated in his or her position, if it has not been abolished or filled on a permanent basis during his or her absence.

**5-6.00 VACATION**

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

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

**5-6.02** Vacation must usually be taken during the fiscal year following that in which it was acquired.

The employee who is absent from work because of an illness or a work accident when he 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 to work at the end of the fiscal year, to another period in a subsequent fiscal year, determined after agreement between the employee and the board.

In exceptional cases, should an employee become disabled between the last day of work and the beginning of the vacation period, he or she may inform the board of his or her intent to defer the vacation period, provided he or she submit a medical certificate.

**5-6.03** Any period of time during which the employee receives his or her salary shall constitute active service. However, the length of the vacation period shall not be reduced in the case of one or more periods of disability up to a maximum of two hundred and forty-two (242) working days per fiscal year, a leave of absence without salary for a maximum period of twenty (20) working days as well as the working days included during the temporary layoff period in accordance with the provisions of article 7-2.00.

Notwithstanding the provisions of the preceding paragraph, no more than two hundred and forty-two (242) days of active service per disability period may be counted even if that period extends over more than one fiscal year.

The month during which a new employee is hired and the month during which an employee leaves his or her position permanently shall count as a 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 may, after consulting the union or group of unions concerned, establish a period of total or partial shutdown of its activities for a maximum period of ten (10) working days. The shutdown period may be longer than ten (10) working days, provided the union agrees. Every employee affected 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) when, by virtue of the preceding subparagraph, the board establishes a total or partial shutdown of its activities, the regular employee affected by the shutdown who does not have a sufficient number of vacation days to his or her credit to cover the shutdown period may, upon a written request to the board, borrow vacation days from those of the following year. Such anticipated vacation days shall be deducted automatically from the vacation days accumulated for the following fiscal year and may be recovered in the event of the employee's departure;
- c) employees usually take their vacation during the months of July and August; however, an employee may take his or her vacation outside of July and August if the requirements of this clause are met;
- d) before May 15 of each year, employees shall choose their vacation dates and the latter shall be distributed by taking into account the seniority of the employees in the same office, department, school or adult education centre, where applicable.

Nevertheless, an employee who occupies a position in a day care service must take his or her vacation when students are not present, regardless of clause 5-6.05. An employee may use vacation days to delay or avoid a temporary layoff or to advance his or her return after a layoff;

- e) the employees' vacation choices shall be submitted to the board for approval and the latter shall take into account the needs of the office, department, school or adult education centre involved;
- f) once the vacation period has been approved by the board, one change is possible when requested by an employee if the needs of the office, department, school or adult education centre involved so allow and if the change does not affect the vacation periods of other employees.

**5-6.05** The employee must take his or her vacation in periods of at least five (5) consecutive days. However, the employee may use a maximum of five (5) days of his or her annual vacation in a nonconsecutive manner, one day at a time, subject to the consent of the board which shall take into account the needs of the office, department, school or adult education centre concerned.

If the board requires an employee to work during his or her scheduled vacation period for at least five (5) consecutive working days during the summer, he or she shall be entitled to take at least five (5) consecutive working days of vacation outside the summer period, provided he or she gives a ten (10)-day notice.

**5-6.06** The employee on vacation shall continue to receive the salary regularly paid to him or her under article 6-7.00. However, an employee may request that his or her salary for the entire vacation period be paid to him or her prior to his or her departure, provided it is for five (5) days or more.

**5-6.07** In the case of permanent termination of employment, an employee shall be entitled, in accordance with the provisions of this article, to an indemnity equal to the duration of vacation acquired and not used.

**5-6.08** Subject to the provisions of clause 5-6.09 concerning the reduction in vacation, the employee shall benefit from:

- 1) the number of vacation days indicated in the table in clause 5-6.09 if he or she has less than one (1) year of seniority on June 30 of the year of acquisition;
- 2) 20 working days of vacation if he or she has less than 17 years of seniority on June 30 of the year of acquisition;
- 3) 21 working days of vacation if he or she has 17 years of seniority or more on June 30 of the year of acquisition;
- 4) 22 working days of vacation if he or she has 19 years of seniority or more on June 30 of the year of acquisition;
- 5) 23 working days of vacation if he or she has 21 years of seniority or more on June 30 of the year of acquisition;
- 6) 24 working days of vacation if he or she has 23 years of seniority or more on June 30 of the year of acquisition;
- 7) 25 working days of vacation if he or she has 25 years of seniority or more 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 the number of vacation days as determined in the following table:

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

**5-6.10** An employee in the service of the board on the date of the coming into force of the agreement and who, as a result of the application of the provisions of clause 5-6.11 of the 1975-1979 collective agreement, for one of the fiscal years of the agreement, would have been entitled to 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 1) to 7) of clause 5-6.08 for the year in question shall be entitled, for the duration of the agreement, to that 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 3) to 7) 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 TRAINING AND PROFESSIONAL IMPROVEMENT**

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

**5-7.02** Professional improvement activities include any activity which enables an employee to acquire techniques and skills so that he or she may better perform his or her duties.

**5-7.03** Training activities include any activity which enables an employee to obtain a diploma.

**5-7.04** Training and professional improvement shall be the responsibility of the board and the training and professional improvement programs shall be developed by the board according to its needs and those of its employees.

**5-7.05** Within thirty (30) days of the board's or union's written request, the parties shall set up a training and professional improvement committee; the committee shall be composed of no more than two (2) representatives of the board and two (2) representatives of the union and may establish appropriate rules for its internal management.

**5-7.06** The duties of the training and professional improvement committee shall be to collaborate in the establishment of a policy related to the training and professional improvement of its employees, to collaborate in the development of training and professional improvement programs, to study the requests for training and professional improvement submitted by employees and to make any recommendation to the board, particularly with respect to the distribution and use of the training and professional improvement budget.

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

- 5-7.07** When a board requests an employee to take professional improvement courses, it must reimburse him or her for the costs, according to the rates established by the board, upon presentation of an attestation to the effect that he or she has attended the courses diligently. In the case where an employee receives an allowance or any other amount of money from another source for this purpose, he or she must give the board any amount thus received.
- 5-7.08** 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) the 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) the courses be taken outside the employee's working hours.
- 5-7.09** Notwithstanding the foregoing, the board shall allow an employee to complete the training and professional improvement activities already begun under the same conditions.
- 5-7.10** For the purpose of applying this article, the board shall have available, for each fiscal year of the agreement, an amount equal to forty-five dollars (\$45) per employee on a full-time basis or the equivalent per employee on a part-time basis, covered by the agreement. For the Central Québec School Board (territory of the service area of the localities of Chibougamau and Chapais, Schefferville and Kawawachikamach), Eastern Shores and Western Québec School Boards (territory of the localities of Témiscaming, Val d'Or and Rouyn-Noranda), the amount prescribed in this paragraph shall be increased by fifty percent (50%). The amount shall be calculated at the beginning of each fiscal year.

The amounts not used for one fiscal year shall be added to those prescribed the following year.

**5-8.00 CIVIL RESPONSIBILITY**

- 5-8.01** The board shall undertake to assume the case of every employee whose responsibility might be at issue because of actions committed as a result of or in the course of the performance of his or her duties as an employee.
- 5-8.02** The board shall agree to indemnify the employee against any liability imposed by judgement for loss or damage resulting from actions, other than those involving serious fault or gross negligence, committed by the employee as a result of or in the course of the performance of his or her duties as an employee, but only up to the amount for which the employee is not already indemnified by another source, provided that:
- a) the employee has given the board a written account of the facts surrounding any claim made against him or her as soon as it is reasonably possible;
  - b) he or she has not admitted responsibility with regard to such a claim;

- c) he or she 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.

**5-8.04** As soon as the civil responsibility of the board is admitted or established by a court of law, the board shall indemnify the employee for the total or partial loss, theft or destruction of his 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 by the employee. In the case where an employee holds an insurance policy which covers the total or partial loss, theft or destruction of his or her belongings, the board shall only pay the employee the excess of the actual loss incurred after the compensation is paid by the insurer.

**5-8.05** Only the employee whose class of employment so provides may be required to administer first aid to a student or to any other person who is ill or injured.

Notwithstanding the provisions of the preceding paragraph, the board may assign the duty to an employee who accepts it. In this case, an employee who takes first-aid courses at the request of the board shall be reimbursed under clause 5-7.07. If an employee takes the first-aid courses during his or her regular working hours, he or she may be absent without incurring a loss of salary.

**5-8.06** Clauses 5-8.01 and 5-8.02 apply to every employee whom the board asks to distribute medication to a student according to written instructions and upon the written authorization of a parent or a person who has custody of the child.

For the purpose of applying the preceding paragraph, the board shall draw up, in consultation with the union, a policy concerning the distribution and storage of medication.

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

**5-9.01** The following provisions apply to the employee who suffers a work accident, an employment injury or occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001).

The board shall apply the provisions of the Act respecting industrial accidents and occupational diseases as regards an employee, his or her rights, benefits and advantages which are superior or in addition to those prescribed in this article.

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., Chapter A-3) as well as by clauses 5-9.01 to 5-9.06 of the *Provisions constituting the 1983-1985 collective agreements*; moreover, the employee shall benefit from the provisions of clauses 5-9.12 to 5-9.18 of this article by making the necessary changes.

- 5-9.02** The provisions of this article corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001) apply insofar as the provisions of the Act apply to the board.

### **Definitions**

- 5-9.03** For the purposes of this article, the following terms and expressions mean:
- A) **work accident:** a sudden and unforeseen event, attributable to any cause, which happens to an employee, arising out of or in the course of his 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) **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;
  - D) **occupational disease:** a disease contracted out of or in the course of work and characteristic of that work or directly related to the risks peculiar to that work.

### **Miscellaneous Provisions**

- 5-9.04** An employee must inform the board of the details concerning the work accident or employment injury before leaving the establishment where he or she works, if he or she is able to do so or as soon as possible. Moreover, the employee shall give the board a medical certificate required by law, if the employment injury which he or she suffered renders him or her unable to perform his or her duties beyond the day on which it manifested itself.
- 5-9.05** The board must immediately provide first aid to an employee who has suffered an employment injury and, wherever required, transportation to a health establishment, to a health professional or to the employee's residence as required by his or her condition.
- 5-9.06** 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.
- 5-9.07** The cost of medical aid shall not be borne by the employee.
- The employee shall be entitled to receive care from the health professional of his or her choice and from the health establishment of his or her choice. If the employee is unable to express his or her choice before being transported to a health establishment, he or she must accept the health establishment chosen by the board.
- 5-9.08** First-aid services shall be placed at the disposal of employees according to current practices.
- 5-9.09** The board may require an employee who has suffered an employment injury to undergo an examination by a health professional that it designates, but it must not require more than one medical examination.

However, if according to the physician in charge of the employee, the employee's employment injury would not be consolidated within fourteen (14) full days after the date on which he or she became unable to carry on his or her employment because of his or her injury, the board may require no more than one medical examination per month for an assessment of when the injury will consolidate.

The board which requires its employee to undergo a medical examination shall give him or her the reasons therefor.

It shall assume the cost of the examination and the expenses incurred by the employee to go for his or her examination.

### **Group Plans**

**5-9.10** An employee who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan prescribed in clause 5-3.25, by the health insurance plan prescribed in clause 5-3.27 as well as by the provisions relating to complementary insurance plans.

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

The waiver mentioned in the preceding paragraph shall no longer apply as of the consolidation of the employment injury.

As an exception to the provisions stipulated in article 5-3.00, the regular employee whom the Commission de la santé et de la sécurité du travail has declared healed shall benefit, for the period between the date of healing of the employment injury and the end of the twenty-fourth (24<sup>th</sup>) month following the employment injury, from the provisions of the salary insurance plan described in subparagraph a), b) or c) of paragraph A) of clause 5-3.34, insofar as he or she is totally incapable of performing the usual duties of his or her position or any other position offered under clause 5-9.12 and following clauses of this article. At the end of that period, the employee shall become an insured person and shall benefit, if applicable, from subparagraph d) of paragraph A) of clause 5-3.34.

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

### **Salary**

**5-9.11** 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, he or she shall be entitled to his or her salary as if he or she were at work, subject to the following provisions:

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

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

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

### **Right to Return to Work**

- 5-9.12** 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 he or she will retain a certain degree of functional disability or that he or she will retain no such disability shall pass on the information to the board without delay.
- 5-9.13** The employee whose employment injury has healed and who is again able to carry out the duties he or she had prior to his or her absence shall be entitled to resume his or her position, subject to the provisions of article 7-3.00.
- 5-9.14** Although an employee is unable to resume his or her duties because of an employment injury but can use his or her remaining ability and qualifications to work, he or she shall be entitled to hold a suitable available position in accordance with the terms and conditions prescribed in clause 5-9.15.
- 5-9.15** The exercise of the right mentioned in clause 5-9.14 shall be subject to the following terms and conditions:
- A) the position to be filled must comply with the provisions of clause 7-1.03 of the agreement, subject to the provisions contained in this clause;
  - B) the employee shall apply for the position in writing and shall exercise the right prescribed in step c) of the hiring sequence prescribed in clause 7-1.03 and in every other subsequent step, if need be;
  - C) the employee must have the required qualifications and must meet the other requirements determined by the board;
  - D) the employee shall obtain the position if he or she has the most seniority from among the candidates;
  - E) the employee may only exercise his or her right during the two (2) years immediately following the beginning of his or her absence or during the year following the date of consolidation, according to the more remote date.
- 5-9.16** The employee who obtains a position under clause 5-9.14 shall benefit, where applicable, from the provisions of paragraph b) of clause 6-2.17 concerning involuntary demotion; in the case where an income replacement indemnity is paid to an employee, the amounts payable under paragraph b) of clause 6-2.17 shall be reduced accordingly.

**Particular Provisions**

- 5-9.17** An employee who receives a notice stating that he or she must appear before the Bureau d'évaluation médicale (BEM), a medical arbitration hearing or the Commission des lésions professionnelles (CLP) may be absent from work without loss of salary for the time deemed necessary by the competent authority. The employee must notify his or her immediate superior and produce the proof or attestation of these facts.
- 5-9.18** If the employee who has suffered an employment injury returns to work, the board shall pay him or her a net salary, within the meaning of the Act respecting industrial accidents and occupational diseases (R.S.Q., Chapter A-3.001), for each day or part of day he or she must be absent from work to receive care or undergo medical examinations related to his or her employment injury or to carry out an activity which is part of his or her personal rehabilitation program.
- 5-9.19**
- a) In the case of a temporary employee, he or she shall be reinstated in the temporary assignment he or she had before his or her work accident or occupational disease if he or she is again able to carry on his or her employment before the end of the period foreseen for his or her hiring.
  - b) The employee working exclusively within the framework of adult education courses referred to in subparagraph b) of clause 10-1.01 shall be reinstated in his or her position if he or she is again able to perform his or her duties during the same session. However, he or she shall maintain his or her right of recall beyond that period in accordance with the provisions of clause 10-1.05.
  - c) A student supervisor and a cafeteria employee whose regular workweek is fifteen (15) hours or less referred to in article 10-2.00 or an employee working in a day care service referred to in article 10-3.00 shall be reinstated in his or her position if he or she is again able to perform his or her duties during the same fiscal year. However, he or she shall maintain his or her right of recall beyond that period in accordance with the provisions of clause 10-2.08 or 10-3.04, as the case may be.

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

- 5-10.01** The board shall grant a regular employee a leave of absence without salary for reasons which it deems valid for a maximum period of twelve (12) consecutive months; the leave of absence may be renewed.

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

In the case of a part-time leave of absence without salary, the employee concerned shall only be entitled to the benefits applicable to him or her proportionately to his or her workdays as compared to the regular workweek prescribed in article 8-2.00.<sup>1</sup>

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

- 5-10.02** The board must grant a tenured regular employee a full-time leave of absence without salary for at least one (1) month but not exceeding twelve (12) consecutive months, if the board can use a surplus tenured regular employee in the position of the employee on a leave of absence without salary, insofar as the surplus tenured regular employee meets the qualifications required by the Classification Plan and the specific requirements of the position. The leave shall be renewable insofar as the same conditions are met.
- 5-10.03** The board shall grant a regular employee a full-time or part-time leave of absence without salary for educational purposes. The leave of absence may be renewed. The leave of absence shall be granted, subject to the provisions of clauses 5-10.08 and 5-10.09 with the exception of the first paragraph.
- 5-10.04** The request for a leave of absence without salary or for a renewal of a leave of absence without salary must be made in writing and must state the reasons therefor.
- 5-10.05** During his or her absence, the employee shall continue to participate in the basic health insurance plan, provided that he or she pay the total amount of the required premiums and contributions, including the board's share. Moreover, he or she may continue to participate in the complementary plans and in the supplemental pension plan, provided that the regulations of the said plans so allow and that he or she pay the total amount of the required premiums and contributions.
- 5-10.06** Upon his or her return, an employee shall be reinstated in his or her position unless it was abolished during his or her absence or he or she was displaced as a result of the application of the provisions of article 7-3.00.
- 5-10.07** In the case of a resignation, during or at the end of the leave of absence, the employee shall reimburse the board for any amount paid for and in the name of the employee.
- 5-10.08** The employee who uses his or her leave of absence for purposes other than those for which he or she obtained it shall be considered as having resigned as of the beginning of his or her absence.
- 5-10.09** After seven (7) years of active service<sup>1</sup> with the board and following any period of seven (7) years of active service<sup>1</sup> thereafter, a regular employee shall obtain a full-time or part-time leave without salary for a minimum period of one month but without exceeding twelve (12) consecutive months.

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

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<sup>1</sup> Exceptionally, the employee may request such a leave after five (5) years of service only once during his or her career.

The provisions of clauses 5-10.05, 5-10.06, 5-10.07, 5-10.10 and 5-10.11 apply to such a leave.

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

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

In both cases, the board and the employee shall agree on the effective date of such a leave.

**5-10.10** In the case where a part-time leave of absence without salary is granted under this article, the board and the employee must agree on the schedule of the leave and on the other terms and conditions of its application.

**5-10.11** An employee may, for reasons beyond his or her control and having a monetary impact, terminate any leave without salary before the date foreseen by giving the board a written notice at least thirty (30) days before his or her return.

**5-11.00 SABBATICAL LEAVE WITH DEFERRED SALARY**

**5-11.01** Following a regular employee's written request, the board may grant a sabbatical leave with deferred salary under the following terms and conditions:

- 1) the leave is intended to enable a regular employee to spread his or her salary over a determined period in order to avail himself or herself of a sabbatical leave with salary;
- 2) the leave shall not have the effect of paying the employee benefits upon retirement nor of deferring income tax;
- 3) the board shall reply in writing no later than thirty (30) days after receiving the regular employee's request;
- 4) the board and the regular employee shall agree on the duration of the leave and the duration of participation in the plan (contract);
- 5) the board and the regular employee shall sign, where applicable, the contract contained in Appendix III;
- 6) the regular employee receiving salary insurance benefits or on a leave without salary at the time of the coming into force of the contract contained in Appendix III shall not be eligible. Subsequently, the pertinent provisions of the contract apply.

**5-11.02** The sabbatical leave applies only for the period of the contract and the duration of the leave as determined in the following table and according to the percentages of salary paid during the contract:

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

**5-11.03** A regular employee must return to work at the end of his or her sabbatical leave for a period at least equal to the duration of the leave.

**5-11.04** The employee who obtained a sabbatical leave with deferred salary by virtue of the 1998-1999 collective agreement shall continue to be governed by the provisions that were applicable to him or her.

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

**6-1.01** Within sixty (60) days of the date of the coming into force of the agreement, the board shall confirm the class of employment of every employee on that date.

**6-1.02** The confirmation shall conform with the class of employment titles found in Appendix I of the agreement.

**Determination of the Class of Employment During the Agreement**

**6-1.03** At the time of hiring, an employee shall be classified in one of the classes of employment found in the Classification Plan.

**6-1.04** In all cases, the board shall assign a class of employment based on the nature of the work and on the characteristic functions that the employee is principally and customarily required to perform.

**6-1.05** At the time of hiring, the employee shall be informed in writing of his or her status, classification, salary, step and job description.

**6-1.06** Subsequently, an employee shall be informed of any change in his or her duties.

**6-1.07** An employee who obtains a new position as a result of the application of the provisions 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 different from the one obtained shall be entitled to the provisions of clause 6-1.08.

An employee may file a grievance according to the usual procedure within ninety (90) days after he or she obtains the position. In the case of arbitration, the provisions of clause 6-1.16 apply.

**Changes in Duties**

**6-1.08** Should the duties be modified, the following provisions apply:

- a) An 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 different from the one assigned and who has the required qualifications may request to be reclassified.

If the board agrees to the request, the employee shall be confirmed in his or her position and new class of employment, provided that the position has not been abolished.

The employee shall receive the salary applicable to the new class of employment, where applicable, as of the date on which the board receives his or her request for reclassification.

- b) Failing this, if the board does not agree to the request, 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 different from the one assigned may file a grievance according to the usual procedure. The grievance shall be comparable to a continuous grievance but may not have a retroactive effect to more than thirty (30) working days from the date of its filing.

The fact that these changes occurred during the term of the 1998-1999 collective agreement cannot invalidate the grievance provided that the latter was filed within ninety (90) days of the date of the coming into force of the agreement.

- 6-1.09** The arbitrator who upholds the grievance filed by virtue of the provisions of clause 6-1.07 or 6-1.08 shall only have the power to grant a monetary compensation equal to the difference between the employee's salary and the higher salary corresponding to the class of employment, which duties the employee proved that he or she performed principally and customarily as required by the board.

For the purposes of determining the monetary compensation, the arbitrator must render a decision in keeping with the Classification Plan and must establish the similarity between the employee's characteristic functions and those prescribed in the plan. The terms and conditions for determining the monetary compensation are those prescribed in clause 6-2.15.

- 6-1.10** If the arbitrator cannot establish the similarity referred to in clause 6-1.09, 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 contained in the agreement and shall agree, if need be, on the class of employment on the basis of which the said compensation shall be determined for the purpose of applying the provisions of clause 6-1.07 or 6-1.08;
- b) failing an agreement, the union affected by the arbitral decision may request that the arbitrator determine the monetary compensation by finding in the agreement a salary which is closer to the salary prescribed for duties similar to those of the employee concerned in the public and parapublic sectors.

- 6-1.11** Notwithstanding the foregoing, if the board decides to maintain a position for which the arbitrator was not able to establish similarity, it shall approach the provincial negotiating employer group so that the latter may create a new class of employment which at least includes the characteristic functions of the position. The procedures prescribed in clauses 6-1.14 and 6-1.15 shall then apply.

- 6-1.12** As long as the class of employment has not been created and the salary has not been determined, the employee concerned shall continue to receive the monetary compensation prescribed in clause 6-1.09 or 6-1.10, while he or she occupies the said position.

- 6-1.13** Following the application of the provisions of clause 6-1.09 or the creation of a new class of employment in accordance with the provisions of clause 6-1.11, as the case may be, if the board has not reestablished the employee's duties to those prior to the grievance within thirty (30) days of the decision, the employee shall obtain automatically the class of employment corresponding to the duties he or she performed principally and customarily; in which case the provisions of clause 6-2.15 apply, as of the date of the reclassification, if the reclassification constitutes a promotion.

#### **Creation of a New Class of Employment or Changes in Duties or Qualifications**

- 6-1.14** If, during the term of the agreement and after consulting the provincial negotiating union group, a new class of employment is created by the provincial negotiating employer group, or if the duties or qualifications of a class of employment are changed, the salary rate of the class of employment shall be determined by the parties on the basis of the rates provided for comparable positions in the public and parapublic sectors.
- 6-1.15** If, during the forty (40) working days of the notice of the creation of the new class of employment or the notification of a change made by the provincial negotiating employer group, the provincial negotiating union group cannot agree on the salary rate proposed by the provincial negotiating employer group, the provincial negotiating union group may within twenty (20) working days submit a grievance directly to arbitration according to the procedure prescribed in clause 6-1.16. The arbitrator must render a decision on the new rate by taking into account the rates in effect for similar positions in the public and parapublic sectors.

#### **Arbitration**

- 6-1.16** For the purpose of applying the provisions of clauses 6-1.07, 6-1.08, 6-1.09, 6-1.10, 6-1.15 and 7-1.02, the grievances submitted to arbitration shall be decided upon, for the term of the agreement, by one of the following arbitrators:
- 1- Jean-Paul Deschênes;
  - 2- Pierre-N. Dufresne;
  - 3- Jacques Bhérer;
  - 4- any person appointed by the provincial negotiating parties to act as arbitrator in accordance with this clause.

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

- 6-1.17** The time limits mentioned in this article shall be compulsory unless there is a written agreement to the contrary. Failure to comply with the time limits shall render the grievance null and void.
- 6-1.18** The employee concerned shall not be demoted as a result of the application of the provisions of clause 6-1.14.

**6-2.00 DETERMINATION OF STEP****On the Date of the Coming into Force of the Agreement**

**6-2.01** For the purposes of determining the salary step applicable to every employee in its employ on July 1, 1998, the board shall, on July 1, 1998, integrate every employee into the step of his or her salary scale found in Appendix I of the agreement. The step shall be the one that the board recognized for him or her on June 30, 1998 by applying his or her corresponding salary scale in effect on that date.

**6-2.02** In the case where an employee is integrated from a corresponding salary scale into a class of employment applicable to him or her on June 30, 1998, different from the one in which he or she is integrated on July 1, 1998, within the context of clause 6-1.01, the employee shall be integrated into the step obtained by the application of the provisions of clause 6-2.15, 6-2.16 or 6-2.17, as the case may be.

For the purposes of applying the first paragraph of this clause, the employee whose salary rate, while not overscale, is situated between two (2) steps on June 30, 1998 shall be considered on that date as having the step immediately higher.

**At the Time of Hiring**

**6-2.03** 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 the terms and conditions provided hereafter.

**6-2.04** A step usually corresponds to one complete year of recognized experience. It shall denote a salary rate within the scales found in Appendix I.

**6-2.05** A person who has only the minimum required qualifications prescribed in the Classification Plan to access a class of employment shall be hired in the first step of that class.

**6-2.06** However, an employee who has more years of experience than the minimum required for his or her class of employment shall be granted one step per additional year of experience, provided that the experience be deemed valid and directly relevant to the duties outlined in his or her class of employment.

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

- 6-2.07** Furthermore, an employee who has successfully completed more years of schooling than the minimum required in an officially recognized institution shall be granted two (2) steps for each year of schooling in addition to the minimum required, provided that the studies be deemed directly relevant by the board and that they be greater than the qualifications required in terms of the schooling for the class of employment in which the employee belongs.

#### **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.

Notwithstanding any provision to the contrary and except in cases where a change in step results from a promotion (6-2.15), transfer (6-2.16), demotion (6-2.17) or recognition of additional schooling (6-2.13), no advancement in step shall be granted during the period from January 1 to December 31, 1983 and the step thus lost may not, under any circumstances, be recovered by the employee as long as he or she remains in the employ of the board.

Moreover, the months included between January 1 and December 31, 1983 cannot be taken into account in determining a step.

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

- 6-2.10** The first advancement in step shall be granted on January 1 or July 1 which follows by at least nine (9) months the effective date of entry into service.

- 6-2.11** The advancement from one step to another shall be granted unless the employee's performance is unsatisfactory.

- 6-2.12** 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.

- 6-2.13** The advancement in two (2) additional steps shall be granted on the advancement date foreseen when the employee has successfully completed professional improvement studies equivalent to one year of full-time studies, provided that the studies be deemed directly relevant by the board and that they be greater than the qualifications required in terms of schooling for the class of employment in which the employee belongs.

- 6-2.14** 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 Step at the Time of a Promotion, a Transfer or a Demotion****6-2.15 At the Time of a Promotion (including a temporary assignment)**

When an employee is promoted, his or her step in the new class of employment shall be determined according to the more advantageous of the following formulas:

**a) i) Technical Support and Administrative Support Positions**

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

**ii) Labour Support Positions**

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

b) An employee shall be placed in the step in his or her new class of employment corresponding to his or her years of experience recognized as being valid and directly relevant to the duties of the new class of employment.

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

i) administrative support and technical support categories: the increase shall be paid to the promoted employee in a lump sum according to the following formula:

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

ii) labour support categories: the increase shall be paid to the promoted employee in a lump sum according to the following formula:

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

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

**6-2.16 At the Time of a Transfer**

An employee who is transferred 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 duties of the new class of employment or shall retain his or her current salary rate, if the latter formula is more advantageous.

**6-2.17 At the Time of a Demotion**

- a) An employee who is demoted voluntarily shall receive the salary corresponding to the more advantageous of the following formulas:
  - i) 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;
  - ii) 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 duties of the new class of employment.
- b) An employee who is demoted involuntarily shall obtain the salary corresponding to the more advantageous of the formulas prescribed in paragraph a) of this clause; however, in this case, the difference between the salary in his or her new class of employment and the salary received before his or her demotion shall be made up by a lump sum spread and paid over a maximum period of two (2) years after the demotion; the lump sum shall be reduced as the employee's salary rate progresses.

If the employee returns to a position in the same class of employment or in a class of employment where the maximum of the salary scale is identical, within two (2) years after the demotion, he or she shall then receive the same salary that he or she would have received had he or she not been demoted.

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

**6-2.18** Notwithstanding the provisions of clauses 6-2.15, 6-2.16 and 6-2.17, the experience acquired by an employee between January 1 and December 31, 1983 shall not be counted in granting the step.

**6-3.00 SALARY**

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 step, if any, as determined under article 6-2.00.

**Salary Scales and Rates****Period from July 1, 1998 to December 31, 1998**

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

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

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

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

- 6-3.03** Every hourly salary scale and rate in effect on December 31, 1999 shall be increased<sup>1</sup>, 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.

For the purposes of applying this entente, the employee integrated on January 1, 2000 into a salary scale including fewer steps on December 31, 1999 and who, on that date, reached a step on his or her salary scale higher than the number of steps in the new salary scale attributed to his or her class of employment shall be integrated into the step corresponding to the maximum rate of the new salary scale.

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

- 6-3.04** Every hourly salary scale and rate in effect on December 31, 2000 shall be increased<sup>1</sup>, 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**

- A3 6-3.05** Every hourly salary scale and rate in effect on December 31, 2001 shall be increased<sup>1</sup>, 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**

- A3 6-3.06** Every hourly salary scale and rate in effect on March 31, 2003 shall be increased, effective on April 1, 2003, by a percentage equal to 2%. The applicable salary scales and rates are found in Appendix I of the agreement.

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

**Lump Sum**

- A3 6-3.07** For the period from April 1 to June 30, 2003, an employee, other than the employee referred to in clauses 6-3.08, 6-3.10 and 6-3.11, shall receive a lump sum at each pay period. The lump sum shall be equal to two percent (2%) of the salary rate in effect on March 31, 2003 to which shall be added the applicable benefits, if any, and two percent (2%) of the premiums in effect on that same date for the hours remunerated<sup>1</sup> from April 1 to June 30, 2003.
- A3 6-3.08** An employee, other than the employee referred to in clauses 6-3.10 and 6-3.11, whose employment ties were severed between January 1 and March 31, 2003 shall receive, within thirty (30) days of the date on which his 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.
- A3 6-3.09** Clauses 6-3.07 and 6-3.10 shall apply, as the case may be, to an employee referred to in clause 6-3.08 who is newly hired by the board before July 1, 2003, provided that the employee has refused the lump sum payment prescribed in clause 6-3.08 within the time limit prescribed in that clause.

Clauses 6-3.07 and 6-3.10 shall apply, as the case may be, to an employee governed by a collective agreement containing provisions in keeping with clause 6-3.08 with an employer referred to in section 1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) and hired by the board before July 1, 2003, provided that the employee has refused the lump sum payment prescribed in the applicable collective agreement within the time limit prescribed.

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

- A3 6-3.10** The employee whose work is such that he or she must be laid off temporarily due to the cyclical slowdown or the seasonal shutdown of activities and who is laid off between April 1 and June 30, 2003 shall receive a lump sum at each pay period. The lump sum shall be equal to four percent (4%) of the hourly salary rate in effect on March 31, 2003 and of the premiums in effect on that same date for the hours remunerated<sup>1</sup> and the premiums applicable to the employee from April 1 to May 15, 2003.
- A3 6-3.11** The lump sum prescribed in clause 6-3.07 shall not apply to an employee referred to in clause 6-3.10 who is newly hired by the board before July 1, 2003 and whose status is other than that referred to in that clause.
- The lump sum prescribed in clause 6-3.07 shall not apply to an employee governed by a collective agreement containing provisions in keeping with clause 6-3.10 with an employer referred in section 1 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) and hired by the board before July 1, 2003 and whose status is other than that referred to in clause 6-3.10.
- A3 6-3.12** Only the portion of the lump sum applicable to the employee's salary rate is pensionable.
- A3 6-3.13** The lump sums prescribed in clauses 6-3.07 to 6-3.11 shall cease to have effect on the dates set in those clauses, despite any obligation to maintain working conditions.
- A3 6-3.14 Special Cases**
- The parameters respecting the increases prescribed in clauses 6-3.02 to 6-3.06 also apply to the hourly salary scales and rates of the classes of employment of person-in-charge of a day care service under the aegis of a school board and day care service attendant (designated person-in-charge of a day care service and day care service educator respectively, as of January 1, 2000). The increases are included in the particular agreements concerning these employees.
- A3 6-3.15** The payment of salary ensuing from the application of clause 6-3.03 begins no later than forty-five (45) days after the agreement is signed.
- A3 6-3.16** Subject to clause 6-3.18, the amounts of retroactivity ensuing from the application of various clauses of this article shall be paid no later than sixty (60) days after the agreement is signed.

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

- A3 6-3.17** No later than one hundred and twenty (120) days after the coming into force of the agreement, the board shall provide the union with a list of employees who have left the board since July 1, 1998, including their last known address.
- A3 6-3.18** The employee whose employment ended between July 1, 1998 and the date on which the retroactivity is paid must submit a request for the payment of the amount owing under the provisions of this article within four (4) months of receiving the list prescribed in clause 6-3.17. In the event of the employee's death, the request may be made by his or her beneficiaries.

#### **Overrate or Overscale Employees<sup>1</sup>**

- A3 6-3.19** 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.
- A3 6-3.20** If the application of the minimum rate of increase determined in clause 6-3.19 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.
- A3 6-3.21** 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 6-3.19 and 6-3.20, is paid to him or her as a lump sum calculated on the basis of his or her salary rate on December 31.
- A3 6-3.22** The lump sum is spread and paid over each pay period in proportion to the regular hours remunerated for each pay period.

#### **6-4.00 TRAVEL EXPENSES**

- 6-4.01** 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 within a maximum of one month after he or she submits supporting vouchers according to the norms established by the board.
- 6-4.02** In order to justify reimbursement, any travel must be authorized by the competent authority.

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<sup>1</sup> For the period commencing on April 1, 2003, the dates December 31 and January 1 mentioned in clauses 6-3.19 to 6-3.21 shall be replaced by March 31, 2003 and April 1, 2003 respectively.

- 6-4.03** The employee who uses his or her car shall be entitled to a reimbursement, which shall take into account the extra premium required in clause 6-4.07, at the rate set by the board.
- 6-4.04** The other expenses (car pooling, public transportation, taxis, parking, accommodations, meals) shall be reimbursed upon presentation of supporting vouchers according to the norms established by the board.
- 6-4.05** The possession of a vehicle may be a prerequisite in order to obtain and maintain a position in which the employee is required to travel regularly in order to perform his or her duties.
- 6-4.06** Travel time in the service of the board must be considered as work time if the employee travels, the same day, with the authorization of the board, from one workplace to another within the territory of the board.
- 6-4.07** 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 public liability coverage is at least one hundred thousand dollars (\$100 000) for damages to another's property.

**6-5.00 PREMIUMS**

**A3 6-5.01 Evening Shift Premium**

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

	<b>Rates</b>
July 1, 1998 to December 31, 1998	\$0.55/hour
January 1, 1999 to December 31, 1999	\$0.56/hour
January 1, 2000 to December 31, 2000	\$0.57/hour
January 1, 2001 to December 31, 2001	\$0.58/hour
January 1, 2002 to March 31, 2003	\$0.59/hour
as of April 1, 2003	\$0.60/hour

This premium does not apply to overtime.

**Night Shift Premium**

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

	Rate 1998-07-01 to 1998-12-31	Rate 1999-01-01 to 1999-12-31	Rate 2000-01-01 to 2000-12-31	Rate 2001-01-01 to 2001-12-31	Rate 2002-01-01 to 2003-03-31	Rate as of 2003-04-01
Night shift premium (former system)	\$0.81/hour	\$0.82/hour	\$0.84 <sup>1</sup> /hour			
Night shift premium						
- 0 to 5 years of seniority <sup>2</sup>			11% <sup>3</sup>	11%	11%	11%
- 5 to 10 years of seniority			12%	12%	12%	12%
- 10 or more years of seniority			14%	14%	14%	14%

This premium does not apply to overtime.

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

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

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

### A3 6-5.02 Premium for Additional Responsibility

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

	<b>Rates</b>
July 1, 1998 to December 31, 1998	\$8.36/week
January 1, 1999 to December 31, 1999	\$8.49/week
January 1, 2000 to December 31, 2000	\$8.70/week
January 1, 2001 to December 31, 2001	\$8.92/week
January 1, 2002 to March 31, 2003	\$9.14/week
as of April 1, 2003	\$9.32/week

<sup>1</sup> The rate applies up to the day preceding the date of the signing of the agreement.

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

<sup>3</sup> The premium comes into force on the date of the signing of the agreement.

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

	<b>Rates</b>
July 1, 1998 to December 31, 1998	\$0.69/hour
January 1, 1999 to December 31, 1999	\$0.70/hour
January 1, 2000 to December 31, 2000	\$0.72/hour
January 1, 2001 to December 31, 2001	\$0.74/hour
January 1, 2002 to March 31, 2003	\$0.76/hour
as of April 1, 2003	\$0.78/hour

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

	<b>Rates</b>
July 1, 1998 to December 31, 1998	\$1.19/hour
January 1, 1999 to December 31, 1999	\$1.21/hour
January 1, 2000 to December 31, 2000	\$1.24/hour
January 1, 2001 to December 31, 2001	\$1.27/hour
January 1, 2002 to March 31, 2003	\$1.30/hour
as of April 1, 2003	\$1.33/hour

- d) Lead Hand Premium

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

	<b>Rates</b>
July 1, 1998 to December 31, 1998	\$0.72/hour
January 1, 1999 to December 31, 1999	\$0.73/hour
January 1, 2000 to December 31, 2000	\$0.75/hour
January 1, 2001 to December 31, 2001	\$0.77/hour
January 1, 2002 to March 31, 2003	\$0.79/hour
as of April 1, 2003	\$0.81/hour

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

### Living Quarters

**6-5.03** When, on the date of the signing of the former collective agreement, living quarters were occupied by an employee in a building belonging to the board, and if the employee has continued to occupy the same position between the date of the coming into force of the former collective agreement and the date of the signing of the agreement, he or she shall be entitled to the same benefits as in the past as long as he or she continues to occupy the same position.

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

### Verification of Furnaces

**A3 6-5.04** The board may request, subject to the provisions of clause 8-3.04, that a nonresident employee verify furnaces on Saturdays, Sundays and paid legal holidays. The employee shall receive for each verification an indemnity according to the rate in effect:

	<b>Rates</b>
July 1, 1998 to December 31, 1998	\$16.00
January 1, 1999 to December 31, 1999	\$16.24
January 1, 2000 to December 31, 2000	\$16.65
January 1, 2001 to December 31, 2001	\$17.07
January 1, 2002 to March 31, 2003	\$17.50
as of April 1, 2003	\$17.85

**6-5.05** Notwithstanding the foregoing, the indemnity shall not be paid if an employee is at school for any activity involving a salary prescribed in the agreement (loan and rental of rooms or halls, overtime, etc.). In this case, the remuneration must be at least equal to that prescribed in clause 6-5.04.

**6-5.06** If the board decides to assign the verification of furnaces to its employees, it shall do so according to seniority, first to the caretakers of the establishment and then, to the class II maintenance workers of the establishment. If the verification of furnaces cannot be done by one of these employees, the board shall assign another employee.

**6-5.07** In the case where, on the date of the coming into force of the agreement, the verifications were performed by employees other than those in the subcategory of maintenance and service positions, the board may continue to use the other employees.

**6-5.08** If an employee is absent because of illness or has a paid day off the preceding working day, he or she may carry out the verification if he or she notifies his or her immediate superior before noon the preceding working day.

**6-5.09** The board and the union may agree on different terms and conditions; failing an agreement, the provisions of clauses 6-5.04 to 6-5.08 apply.

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

**6-6.01** Within one hundred and twenty (120) days of the date of the coming into force of the agreement, the union shall choose, for the duration of the agreement, one of the plans described hereinafter. Nevertheless, the board and the union may agree to extend the time limit. If the union fails to choose one of the plans described hereinafter within the time limits prescribed in this clause, it shall be considered as having chosen Plan II subject to the provisions of clause 6-6.05.

**Plan I**

**6-6.02** If, in the rental of rooms or halls, the lessee pays rental costs for the use of such rooms or halls in the evenings, on weekends or during paid legal holidays, the board shall be required to assign an employee. The employee shall receive remuneration equal to his or her regular basic hourly rate for each hour of work done outside his or her regular hours of work. For the purpose of applying the provisions of this paragraph, the board shall offer the rental of rooms and halls to the caretakers of the establishment according to seniority.

Should the caretakers of the establishment refuse or be absent, the board shall first offer the rental of rooms or halls to the class II maintenance workers of the establishment according to seniority and, where applicable, to caretakers or class II maintenance workers of the board, according to seniority, who have notified the board in writing of their desire to work in the rental of rooms or halls.

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

Notwithstanding the foregoing, the board and the union may also agree that when the rooms or halls are used by a municipality, the employee who is assigned in accordance with the terms and conditions prescribed in this clause shall be remunerated in the following manner:

<b>A3</b>	- for the opening and closing of the school and the rooms used:	<b>Rates</b>
	July 1, 1998 to December 31, 1998	\$16.81
	January 1, 1999 to December 31, 1999	\$17.06
	January 1, 2000 to December 31, 2000	\$17.49
	January 1, 2001 to December 31, 2001	\$17.93
	January 1, 2002 to March 31, 2003	\$18.38
	as of April 1, 2003	\$18.75
<b>A3</b>	- for the opening and closing of the school and rooms used as well as for a perfunctory cleaning of the rooms:	<b>Rates</b>
	July 1, 1998 to December 31, 1998	\$27.32
	January 1, 1999 to December 31, 1999	\$27.73
	January 1, 2000 to December 31, 2000	\$28.42
	January 1, 2001 to December 31, 2001	\$29.13
	January 1, 2002 to March 31, 2003	\$29.86
	as of April 1, 2003	\$30.46

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

### **Plan II**

**6-6.03** The employee caretaker who accepts, at the specific request of the board, to carry out a loan or rental of rooms or halls outside of his or her regular work hours shall benefit from the provisions of clause 8-3.05. However, the board shall not be required to offer him or her the loan or rental of rooms or halls.

**6-6.04** A claim duly signed by the employee and approved by the board shall be paid within a maximum period of one month after it is submitted.

### **Other Plan**

**6-6.05** In the case where, under a former collective agreement, the board and the union have agreed on a plan for the loan and rental of rooms or halls other than those prescribed in this article, such a plan shall be maintained unless there is an agreement to the contrary.

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

**6-7.01** Employees shall be paid by direct deposit every second Thursday. If a Thursday falls on a paid legal holiday, employees shall be paid on the preceding working day.

**6-7.02** The pay slip must notably contain the following information:

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

**6-7.03** In the event where, on the date of the coming into force of the agreement, the board operates a different system, the board and the union agree to maintain or to alter it or to adopt the system prescribed in this article. Failing an agreement, the system then in force shall be maintained except that the information contained on the pay slip must include the information prescribed in clause 6-7.02.

**6-7.04** 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 must not cause an employee to reimburse more than ten percent (10%) of his or her gross salary per pay.

**6-7.05** On the day of an employee's 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 pay the employee the amounts owing as salary and fringe benefits.

**6-7.06** The board shall inform the employee in writing of the amount collected in his or her name for the Commission de la santé et de la sécurité du travail (CSST).

**6-7.07** In the case where, following the board's error, it omits to pay an employee's salary on the date prescribed or pays amounts lower than those owing, the board shall, after the employee concerned submits a request, take without delay the necessary temporary measures to pay the amounts due.

**6-8.00 REGIONAL DISPARITIES**

**Section I Definitions**

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

**1- Dependant**

The spouse and dependent child<sup>1</sup> and any other dependant 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 dependant.

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 dependant if no public secondary school is accessible where the employee lives.

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<sup>1</sup> Dependent child: a child of an employee, of an employee's spouse or of both, 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 (18<sup>th</sup>) birthday or before reaching his or her twenty-fifth (25<sup>th</sup>) birthday if he or she was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since.

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 dependant 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.

## **2- Point of Departure**

Domicile in the legal sense of the word at the time of engagement insofar as the domicile is situated in one of the localities of Québec. The said 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.

## **3- Sectors**

### **Sector V**

The localities of Tasiujak, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit.

### **Sector IV**

The localities of Wemindji, Eastmain, Waskaganish, Nemiscau, Inukjuak, Povungnituk, Umiujaq.

### **Sector III**

The territory located north of the 51° of latitude including Mistassini, Kuujjuak, Kuujjuarapik, Whapmagoostui, Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi, except Fermont and the localities specified in sectors IV and V.

The localities of Parent, Sanmaur and Clova.

The territory of the Côte-Nord, stretching east of Hâvre-Saint-Pierre to the limit of Labrador, including the Island of Anticosti.

### **Sector II**

The locality of Fermont.

The territory of the Côte-Nord located east of the Moisie River and stretching to Hâvre-St-Pierre inclusively.

The locality of Îles-de-la-Madeleine.

## Sector I

The localities of Béarn, Belleterre, Chapais, Chibougamau, d'Angliers, Duhamel, Fabre, Fugèreville, Guérin, Kipawa, Joutel, Lebel-sur-Quévillon, Laforce, Latulippe, Laverlochère, Lorrainville, Matagami, Moffet, Nédélec, Notre-Dame-du-Nord, Rémigny, Saint-Bruno de Guigues, Saint-Eugène de Guigues, Témiscaming, Ville-Marie and Winneway.

## Section II Rates of Premiums

- A3 6-8.02** The employee working in one of the sectors mentioned above shall receive an annual isolation and remoteness premium according to the rate 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
<b>SECTORS</b>							
With dependents	Sector V	\$14 908	\$15 132	\$15 510	\$15 898	\$16 295	\$16 621
	Sector IV	\$12 636	\$12 826	\$13 147	\$13 476	\$13 813	\$14 089
	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 V	\$8 456	\$8 583	\$8 798	\$9 018	\$9 243	\$9 428
	Sector IV	\$7 169	\$7 277	\$7 459	\$7 645	\$7 836	\$7 993
	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

- 6-8.03** An employee who holds a part-time position and who works in one of the aforementioned sectors is entitled to an isolation and remoteness premium in proportion to the hours worked.

- 6-8.04** The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the employee's assignment in the board's territory in one of the sectors mentioned in Section I.

- 6-8.05** Subject to the provisions of clause 6-8.04, the board shall cease to pay the isolation and remoteness premium established under this section if the employee and his or her dependants deliberately leave the territory during a leave or paid leave of absence for more than thirty (30) days, except for annual vacation, holidays, sick leave, maternity leave, leave for adoption or leave due to a work accident or occupational disease.

- 6-8.06** If both members of a couple work for the same board or if both work for two different employers in the public and parapublic sectors, only one of the two may avail himself or herself of the premium applicable to the employee with dependant(s), if he or she has one or more dependants other than his or her spouse. If he or she has no dependant other than his or her spouse, each shall be entitled to the premium in the "no dependants" scale, notwithstanding the definition of the term "dependant" found in Section I of this article.

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

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**Section III Other Benefits**

- 6-8.07** 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 the locality is situated in one of the sectors mentioned in Section I:
- a) the transportation expenses of the employee and his or her dependants;
  - b) the cost of transporting his or her personal belongings and those of his or her dependants up to a maximum of:
    - two hundred and twenty-eight (228) kilograms for each adult or each child twelve (12) years of age and over;
    - one hundred and thirty-seven (137) kilograms for each child under twelve (12) years of age;
  - c) the cost of transporting his or her furniture (including household utensils), if need be, other than those provided by the board;
  - d) the cost of transporting his or her motorized vehicle, if need be, on land, by boat or by train;
  - e) the cost of storing his or her furniture and personal belongings, if need be.
- 6-8.08** The employee shall not be reimbursed for these expenses if he or she is in breach of contract to go work for another school board before the 61<sup>st</sup> calendar day of his or her stay in the territory, unless the union and the board agree otherwise.
- 6-8.09** If the employee eligible for the provisions of subparagraphs b), c) and d) of clause 6-8.07 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 two (2) years following the date on which his or her assignment began.
- 6-8.10** These expenses shall be payable provided that the employee is not reimbursed for these expenses by another plan such as the federal mobility assistance program to look for employment or his or her spouse has not received an equivalent benefit from his or her employer or another source and solely in the following cases:
- a) the 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 referred to in Section III shall also be payable to the employee whose point of departure is situated fifty (50) kilometres or less from the locality where he or she performs his or her duties.

For the purpose of this article, these expenses shall be borne by the board from the point of departure to 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 assumed by the board without exceeding the equivalent costs from Montréal to the locality where the employee is called to perform his or her duties.

If both spouses work for the same board, only one spouse may avail himself or herself of the benefits granted under this article.

- 6-8.11** The weight of two hundred and twenty-eight (228) kilograms prescribed in subparagraph b) of clause 6-8.07 shall be increased by forty-five (45) kilograms for every year of service that the employee acquires in the employ of the board in the territory. This provision applies to the employee only.

#### **Section IV Outings**

- 6-8.12** The board shall pay directly or reimburse the employee recruited 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 dependants:

- a) for the localities in sector III, except those listed in the following subparagraph, for the localities in sectors IV and V and Fermont: four (4) trips per year for the employee without dependants and three (3) trips per year for the employee with dependants;
- b) for the localities of Clova, Hâvre-St-Pierre, Parent, Sanmaur and Îles-de-la-Madeleine: one (1) trip per year.

The fact that the employee's spouse is employed by the board or an employer in the public and parapublic sectors must not grant the employee a number of outings paid by the board which is greater than that provided for in the agreement.

These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the employee and his or her dependants 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 case of outings granted to an employee with dependants, neither the employee nor his or her dependants are required to use an outing at the same time. However, this must not grant the employee or his or her dependants a number of outings paid by the board which is greater than that provided for in the agreement.

- 6-8.13** In the cases prescribed in subparagraphs a) and b) of clause 6-8.12, one outing may be used by the spouse not residing in the territory to visit the employee who lives in one of the regions mentioned in clause 6-8.01.

- 6-8.14** In the case where an employee or one of his or her dependants must leave for reasons of emergency his or her place of work situated in one of the localities prescribed in clause 6-8.12 because of 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 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 the place of work immediately.

- 6-8.15** The board shall authorize an employee to take a leave of absence without salary if one of his or her dependants must leave, for reasons of emergency, within the context of clause 6-8.14 in order to allow him or her to accompany his or her dependant.
- 6-8.16** 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 was living in a conjugal relationship with an employee working in the public sector shall continue to be entitled to the outings prescribed in clause 6-8.12 even if he or she loses the status of spouse.
- 6-8.17** Subject to an agreement with the board on the terms and conditions governing outings, the employee referred to in clause 6-8.12 may use one outing in advance in the event of the death of a close relative who was not living in the locality where the employee works. Within the meaning of this clause, close relative includes: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law. However, the outing taken in advance may not grant the employee or his or her dependants a number of outings greater than that to which they are entitled.

#### **Section V Reimbursement of Transit Expenses**

- 6-8.18** The board shall reimburse the employee, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if any) for himself or herself and for his or her dependants when he or she is hired and on any authorized trip prescribed under the agreement on the condition that these expenses not be assumed by a carrier.

The expenses shall be limited to the amounts prescribed in the relevant provisions of the agreement or, failing this, according to the policy established by the board applicable to all its employees.

#### **Section VI Death of an Employee**

- 6-8.19** In the event of the death of the employee or of one of his or her dependants, 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 dependants for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec.

#### **Section VII Food Transportation**

- 6-8.20** The employee who cannot provide for his or her own food provisions in sectors V and IV and in the localities of Kuujjuak, Kuujjuaraapik, Whapmagoostui, Radisson, Mistassini, Chisasibi and Waswanipi because there is no food supplier in his or her locality shall be paid for food transportation expenses up to the following weights:
- seven hundred and twenty-seven (727) kilograms per year per adult and per child of twelve (12) years of age and over;
  - three hundred and sixty-four (364) kilograms per year per child under twelve (12) years of age.

The benefit shall be granted according to one of the following formulas:

- a) the board shall take charge of the transportation from the source which is the most accessible or economical with regard to transportation and shall assume the cost directly;
- b) the board shall give the employee an allowance equivalent to the cost which he or she would have incurred according to the first formula. Beginning in the year 2000, an employee who is entitled to the reimbursement of food transportation costs shall also be entitled every year on March 1 to an additional allowance equal to sixty-six percent (66%) of the expenses incurred for food transportation for the preceding calendar year.

However, the allowance on March 1, 2000 shall be paid no later than sixty (60) days after the signing of the agreement.

### **Section VIII     Vehicle at the Employee's Disposal**

- 6-8.21**     Wherever private vehicles are prohibited, the placement of vehicles at the employees' disposal may be the subject of a local arrangement between the board and the union.

### **Section IX        Lodging**

- 6-8.22**     The obligations and practices of the board to provide lodging for employees, at the time of hiring, shall be maintained only for the locations where they already existed.
- 6-8.23**     The rent charged to the employees who benefit from lodging in sectors V, IV, III and Fermont shall be maintained at the rate in effect on June 30, 1998.
- 6-8.24**     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 X         Provisions of Former Agreements**

- 6-8.25**     In the event of benefits greater than the current plan for regional disparities resulting from the application of the last agreement or recognized administrative practices, they shall be renewed unless they refer to one of the following elements of the agreement:
- the definition of point of departure prescribed in Section I;
  - the rates of premiums and the calculation of the premium for a part-time employee prescribed in Section II;
  - the reimbursement of expenses related to moving and outings of the employee recruited from outside Québec prescribed in Sections III and IV;
  - the number of outings when the employee's spouse works for the board or an employer in the public and parapublic sectors prescribed in Section IV;
  - food transportation prescribed in Section VII.

**Section XI      Retention Premium**

- 6-8.26**    The retention premium equal to eight percent (8%) of the annual salary shall be maintained for employees hired before June 30, 2002 and working in the school municipalities of Sept-Îles (including Clarke City) and Port-Cartier, Gallix and Rivière Pentecôte. The premium also applies to an employee for whom seniority is recognized on that date under the agreement.

**CHAPTER 7-0.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT****7-1.00 MOVEMENT OF PERSONNEL****General Provisions****7-1.01 Vacant Positions**

When a position becomes vacant, the board shall have thirty (30)-days<sup>1</sup> in which to decide whether to abolish or modify it. Should the position be abolished or modified, the board shall convey its decision to the union within the same time limit.

Notwithstanding the foregoing, the board may decide to temporarily fill a newly created position or a position left vacant as of January 1 in order to set up a bank of vacant positions aimed at facilitating the security of employment procedures prescribed in article 7-3.00. However, it must permanently fill or abolish the position on July 1 after the position was left vacant.

**7-1.02** If the board's decision to abolish a position causes an employee to principally and customarily perform duties corresponding to a class of employment different from his or her own, the board and the union may conclude an agreement in writing in this respect.

Failing agreement, the employee shall be entitled to file a grievance according to the usual procedure. However, in the event of arbitration, the provisions of clause 6-1.16 apply and the arbitrator shall carry out the mandate conferred under clauses 6-1.04, 6-1.09 and 6-1.10.

**7-1.03 Full-time Positions**

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

- a) it shall choose from among the surplus tenured regular employees in the same class of employment or the surplus support staff employees in its employ or the tenured regular employees who benefit from a right to return to that class of employment under subparagraph b) of clause 7-3.21;
- b) failing this, it shall choose from among the surplus tenured regular employees or support staff employees in its employ in another class of employment provided that such a move does not constitute a promotion. If such an assignment results in a demotion, the provisions of subparagraph b) of clause 6-2.17 apply;
- c) failing this, it shall address its employees by posting a notice for a minimum of five (5) working days.

If more than one candidate has the required qualifications and meets the requirements determined by the board, the position shall be assigned to the employee who has the most seniority.

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<sup>1</sup> The board and the union may agree to reduce the number of days in order to accelerate the filling of vacant positions within one hundred and twenty (120) days of the signing of this agreement.

The initial vacancy as well as any other vacancy that may result from the filling of the initial vacancy shall be filled from among those candidates who indicated their interest in the posting or from among those invited by the same posting to express a desire for a promotion or transfer.

The board shall forward the list of employees and their seniority to the union.

The board and the union may establish a different procedure for filling a vacant position based on a single posting within one hundred and twenty (120) days of the signing of this agreement;

- d) failing this, the board shall choose from among the regular employees laid off for less than twenty-four (24) months who held a full-time position prior to the layoff;
- e) failing this, the board shall address the Provincial Relocation Bureau for English-language school boards;
- f) failing this, the board shall choose from among the employees covered by Chapter 10-0.00 who have expressed an interest in applying for a full-time position or from among the management staff<sup>1</sup> members on availability in the board;
- g) failing this, the board shall choose from among the persons registered on the priority of employment list or from among those mentioned in subparagraph b) of clause 7-4.02;
- h) failing this, the board may hire a person of its choice.

#### **7-1.04 Part-time Positions**

When the board decides to fill a vacant or newly created part-time position, it shall proceed as follows:

- a) it shall post the position according to clause 7-1.03 c);
- b) failing this, the board shall choose from among the regular employees laid off for less than twenty-four (24) months who held a part-time position prior to the layoff;
- c) failing this, the board shall choose from among employees covered by Chapter 10-0.00 employees who have expressed an interest in obtaining a part-time position;
- d) failing this, the board shall choose from among the persons registered on the priority of employment list;
- e) failing this, the board may hire a person of its choice.

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<sup>1</sup> For information purposes only and without prejudice, the expression “management staff” has the same meaning as that found in the *Document respecting the conditions of employment of management staff of school boards* prepared by the Ministère de l'Éducation.

- 7-1.05** The posting prescribed in subparagraph c) of clause 7-1.03 shall specify, among other things, a summary description of the position, whether the position is full time or part time, the immediate superior's title, a summary of the work schedule, the title of the class of employment, the salary scale or rate, the required qualifications and the other requirements determined by the board, the duration of the regular workweek, the name of the office, department, school or adult education centre, the deadline for applications as well as the name of the person-in-charge to whom the application must be forwarded. The posting is also intended for employees interested in applying for a promotion or transfer.

In all cases where the board determines requirements other than those prescribed in the Classification Plan, those requirements must be in keeping with the position to be filled.

- 7-1.06** Before proceeding with an administrative reorganization, the board must submit its project to the Labour Relations Committee. In this context, the board and the union may agree on particular rules for the movement of personnel ensuing from the reorganization. Failing an agreement, the provisions of this chapter apply.

- 7-1.07** If, at any time during the probation period of sixty (60) days actually worked following any promotion, the board determines that an employee does not perform 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 rests with the board. A promoted employee may decide to return to his or her former position within thirty (30) days of his or her assignment.

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

If an employee returns to his or her former position as a result of the application of the provisions of this clause, he or she shall not be entitled to the income protection granted for a demotion. The same applies to other employees who return to their former position.

The application of this clause shall have the effect, if need be, of cancelling all reassignments and relocations of surplus tenured regular employees resulting from the said promotion. In this case, the tenured regular employee shall again be placed in surplus as if the reassignment or relocation had never taken place.

- 7-1.08** An employee who is regularly assigned to a position shall receive the title of the class of employment and the salary associated with the said position as of his or her assignment.

In the case of a promotion, if an employee is not assigned to his or her new class of employment within fifteen (15) working days of his or her appointment, the board shall grant him or her the title of the class of employment and the salary rate associated with the position as if he or she held such a position.

- 7-1.09** In keeping with the provisions of this article, the employee must have the required qualifications and meet the other requirements determined by the board.

**Temporarily Vacant Positions**

**7-1.10** When the board decides to fill a vacant position of ten (10) to forty-four (44) days, it shall proceed as follows:

- a) it shall assign a surplus tenured regular employee provided that the assignment does not constitute a promotion;
- b) failing this, in the event of unforeseeable circumstances, the board may assign to the position a regular employee who has the required qualifications, meets the other requirements determined by the board and has the experience in the position or in a similar position;
- c) failing this, it shall assign the employee mentioned in clause 7-2.04;
- d) failing this, it shall offer the position to a regular employee laid off for less than twenty-four (24) months;
- e) failing this, it shall offer the position to a person registered on the priority of employment list;
- f) failing this, the board may hire a person of its choice.

**7-1.11** When the board decides to fill a temporary vacant position of forty-five (45) days or more, it shall proceed as follows:

- a) it shall assign a surplus tenured regular employee provided that the assignment does not constitute a promotion;
- b) failing this, it shall offer the position to employees in the same office, department, school or adult education centre, as the case may be, for whom such an assignment would constitute a promotion or a transfer.

The board and the union may agree to post a position of twenty (20) weeks or more. Only one movement may result. The resulting temporary vacant position shall be filled according to subparagraphs c), d), e) and f) of this clause;

- c) failing this, it shall offer the position to a regular employee laid off for less than twenty-four (24) months;
- d) failing this, it may assign an employee mentioned in clause 7-4.04;
- e) failing this, it shall offer the position to a person registered on the priority of employment list;
- f) failing this, the board may hire a person of its choice.

**7-1.12 Increase in Workload**

In the case of a temporary increase in workload or an unforeseen event, the board shall proceed as follows:

- a) it shall offer the position to a surplus tenured regular employee provided that such a movement does not constitute a promotion;

- b) failing this, it shall offer the position to an employee who has been laid off for less than twenty-four (24) months in the class of employment concerned. In this case, the employee shall not accumulate service for the purpose of acquiring tenure;
- c) failing this, it shall offer the position to an available person registered on the priority of employment list;
- d) failing this, the board may hire a person of its choice.

### **Transfer**

- 7-1.13** The board may transfer, with the union's consent and for an administrative reason, an employee from one position to another, regardless of the procedure prescribed in clauses 7-1.03 and 7-1.04. The transfer must take place within fifty (50) kilometres from the employee's place of work or domicile.

### **Priority of Employment List**

- 7-1.14** When the board decides to fill a permanently vacant or newly created position, a temporarily vacant position or hire a person to handle an increase in workload, it shall offer, in the case of subparagraph g) of clause 7-1.03, subparagraph d) of clause 7-1.04, subparagraph e) of clause 7-1.10, subparagraph e) of clause 7-1.11 and subparagraph c) of clause 7-1.12, the position or employment, by duration of employment, to those employees who have the required qualifications and meet the requirements of the position.

- 7-1.15** Duration of employment corresponds to the time actually worked at the board calculated in years and hours.<sup>1</sup>

- 7-1.16** There is one priority of employment list for the administrative and technical support employees and one list for the labour support employees.

However, there is one priority of employment list for persons-in-charge of a day care service and one for day care service educators.

- 7-1.17** To be eligible to be registered on a priority of employment list, a person must meet the following criteria:

- a) have worked as a temporary employee for at least four (4) months during the past twelve (12) months;
- b) have the required qualifications;
- c) have received a positive evaluation.

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<sup>1</sup> One year: 1 365 hours or more (administrative and technical support)  
1 511 hours or more (labour support)

**Removal from the Priority of Employment List**

**7-1.18** The name of a person may be removed from the priority of employment list for one of the following reasons:

- 1) refusing three (3) offers of employment in the same year except for:
  - maternity;
  - adoption;
  - paternity;
  - disability or work accident;
  - any other reason agreed to by the board and the union;
- 2) failing to report for work without a valid reason;
- 3) obtaining full-time employment;
- 4) not having worked at the board during the past twenty-four (24) months with the exception of the reasons listed in point 1) above;
- 5) having received more than one negative evaluation; in this case, the employee who disagrees with the evaluation may lodge a grievance.

**7-1.19** The priority of employment lists shall be updated on August 1 of each year.

No later than August 31 of each year, the board shall provide the union with a copy of each priority of employment list.

**7-1.20** A local arrangement within the meaning of article 11-3.00 may be concluded within one hundred and twenty (120) days of the signing of this entente for the purpose of replacing or modifying the provisions concerning the priority of employment lists.

**Special Provisions Concerning Day Care Services**

**7-1.21** Clauses 7-1.21 to 7-1.26 apply to an employee who occupies a position in a day care service and, whenever the text makes specific reference, to an employee who holds a position prescribed in article 10-3.00.

**7-1.22** Any newly created position or any position which becomes permanently vacant during the year shall be filled temporarily in accordance with the provisions of clause 7-1.23 until such time as the procedure specified in clauses 7-3.28 to 7-3.34 has been applied.

**7-1.23** A) Subject to the use of the services of a surplus tenured regular employee and clause 7-3.33, the board that decides to fill a temporarily vacant position of person-in-charge of a day care service for a predetermined period of ten (10) working days or more shall proceed as follows:

- a) it shall offer the position, according to seniority, to a regular employee from the day care service concerned;
- b) it shall offer the position, by duration of employment, to an employee referred to in article 10-3.00 from the day care service concerned;

- c) it shall offer the position to a person registered on the priority of employment list;
- d) failing this, the board may hire a person of its choice.

B) Subject to the use of the services of a surplus tenured regular employee and to the provisions of clause 7-3.33, the board that decides to fill a temporarily vacant position of day care service educator shall proceed as follows:

- a) it shall offer the position, according to seniority, to a regular employee from the day care service concerned;
- b) it shall offer the position, by duration of employment, to an employee covered by article 10-3.00 from the day care service concerned;
- c) it shall offer the position to a person registered on the priority of employment list;
- d) failing this, the board may hire a person of its choice.

**7-1.24** Subject to the use of the services of a surplus tenured regular employee and to the provisions of clause 7-3.33, any temporary increase in workload shall be offered to an employee in the day care service concerned by class of employment and according to seniority or, failing this, to an employee referred to in article 10-3.00 from the day care service concerned, by duration of employment, provided that this does not cause a schedule conflict. Failing this, the temporary increase in workload may be offered to an available person registered on a priority of employment list.

The increase in workload can cause neither a conflict in the existing schedule nor exceed the regular workweek prescribed by the board.

**7-1.25** Subject to clause 7-3.33, when during the year, regular working hours must be added to those already prescribed, the board shall offer them to an employee in the day care service concerned, by class of employment and according to seniority or, failing this, to an employee referred to in article 10-3.00 from the day care service concerned, by duration of employment, who may add the hours to his or her schedule without causing a conflict in the existing schedule or exceeding the regular workweek prescribed by the board.

**7-1.26** Clauses 7-1.02, 7-1.06 to 7-1.09 and 7-1.13 also apply to an employee who occupies a position in a day care service.

Subparagraph c) of clause 7-1.03 and subparagraph a) of 7-1.04 apply to an employee who occupies a position in a day care service and who applies for a position other than the one defined in clause 1-2.25.

Clause 7-1.05 applies provided that the hours of the regular workweek are replaced by the weekly working hours estimated at the time of posting.

The provisions of clauses 7-1.14 to 7-1.20 concerning the priority of employment list apply.

**7-2.00 TEMPORARY LAYOFF**

**7-2.01** A regular employee who must be laid off temporarily shall not be entitled to the provisions of article 7-3.00. However, once the position has been abolished permanently, an employee who is laid off, if he or she is nontenured or placed in surplus, if he or she is tenured shall be entitled to the provisions of article 7-3.00.

**7-2.02** Moreover, if a position of a twelve (12)-month duration becomes a position of less than twelve (12) months, the employee concerned shall be entitled to one of the following choices by submitting a written request to the board within ten (10) days of receiving the notice prescribed in clause 7-2.03, namely:

- a) the application of the provisions of article 7-3.00;
- b) a temporary assignment to other duties related to his or her qualifications and experience. The temporary assignment shall be decided upon by the board but must not entail a decrease in salary for the employee concerned or an assignment of more than fifty (50) kilometres from both his or her usual place of work and domicile nor a reduction in his or her working hours. The temporary assignment is valid only for the period during which he or she would be laid off temporarily;
- c) a temporary layoff according to the provisions of clause 7-2.03.

If a nontenured employee fails to give prior notice within the time limit allotted, he or she shall be considered as having chosen to be laid off temporarily in accordance with the provisions of clause 7-2.03. If the employee is tenured, he or she shall be considered as having chosen the application of the provisions of article 7-3.00.

The employee who avails himself or herself of the choice prescribed in subparagraph b) of this clause shall be deemed as having made this choice until such time as the board applies the provisions of article 7-3.00.

**7-2.03** Before May 1 of each year, the board shall, after consulting the union, establish the approximate duration of every temporary layoff which must not exceed the period between June 23 and the day after Labour Day.

In the case of a cafeteria employee working more than fifteen (15) hours per week or a cafeteria employee referred to in clause 10-2.04 as well as an employee assigned to a day care service, the temporary layoff period may not exceed the period between May 15 and September 15 of the same year. During the shutdown period of cafeterias and day care services during the Christmas holidays, a cafeteria or day care service employee shall be entitled to the following benefits:

- a) the paid legal holidays to which he or she is entitled, where applicable, under article 5-2.00;
- b) the other shutdown days shall be deducted from the number of days of vacation to which he or she is entitled, where applicable.

Moreover, the cafeteria or day care service employee who does not have a sufficient number of vacation days to his or her credit to cover the shutdown period may, upon written request to the board, borrow vacation days from those of the following year. The anticipated vacation days shall be deducted automatically from the vacation days accumulated for the following fiscal year and may be recovered when the employee leaves.

The board shall also establish the order in which temporary layoffs shall be carried out. If, in the same building, more than one employee is in the same class of employment, the layoffs shall be carried out according to the inverse order of seniority and recalls, according to seniority.

At least one month before the effective date of the layoff, the board shall inform each of the employees concerned of the date and approximate duration of their layoff and of the provisions of clause 7-2.02 or, as the case may be, clause 7-2.04. A copy of the notice shall also be sent to the union.

**7-2.04** During an employee's temporary layoff period, he or she shall be given priority to fill:

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

In order to benefit from the priority, the employee must inform the board, in writing, of his or her intention to accept a position that could be offered to him or her within the ten (10) working days of the receipt of the notice prescribed in clause 7-2.03. Moreover, he or she must have the required qualifications and meet the other requirements determined by the board.

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

An employee shall receive the salary rate of the position he or she fills temporarily. However, an employee shall be given priority to fill a temporarily vacant position only after the provisions of subparagraph b) of clause 7-2.02 have been applied.

**7-2.05** Notwithstanding any provision to the contrary, when the board decides to fill a temporary position, it may assign a surplus tenured regular employee in its employ and the duties assigned to that employee must be in keeping with his or her qualifications and the duties of the classes of employment of his or her category.

**7-2.06** Subject to the provisions concerning movement of personnel and security of employment, it is agreed that the employee shall be reinstated in his or her position at the end of the temporary layoff period.

**7-2.07** Furthermore, such an employee shall benefit, during the temporary layoff period, from the life and health insurance plans provided that he or she pay his or her share of the annual premium during his or her period of active service. Moreover, during the temporary layoff period, the long-term salary insurance premiums owing shall not be paid by the employee.

**7-2.08** Notwithstanding the application of clauses 7-2.03 and 7-2.04, the board may lay off temporarily employees working in a day care service when students are not present as prescribed in the school calendar or when a recurring daily decrease in the number of students entails a decrease in the number of groups.

**7-3.00 SECURITY OF EMPLOYMENT****General Provisions**

**7-3.01** The board may abolish positions held by regular employees on July 1 of each fiscal year only.

However, the board may, in exceptional cases, abolish positions held by regular employees on other dates due to circumstances beyond its control.

The board may assign the duties of an abolished position to other employees. The assignment may not result in an excessive workload or danger to the health and safety of the employees.

**7-3.02** The board shall not be obliged to abolish a position in the case where only one of the following changes occurs:

- a position is transferred to a distance of less than twenty (20) kilometres from his or her usual place of work or domicile (the board and the union may agree on a different radius by means of a local arrangement);
- a change in the title of immediate superior or the transfer of the position in whole or in part to another department;
- an increase in the number of weekly working hours of less than fifteen percent (15%) without attaining seventy-five percent (75%) of the regular workweek;
- a change in the distribution of working time among the administrative units or places of work;
- any other reasons agreed to between the board and the union.

For the term of the agreement, a position may be changed only twice, unless there is an agreement between the board and the union.

**7-3.03** No later than May 1, the board shall meet with the union in order to inform it whether or not it is abolishing positions. At that meeting, it shall also inform the union of the positions abolished, if any.

Within the next ten (10) days, if positions are abolished, the board must meet the union to hear its suggestions and to try and find alternatives to the abolition of positions.

Within ten (10) days of the meeting prescribed in the preceding paragraph, if alternatives are found, the board shall inform its regular staff of the proposed measures likely to reduce the number of abolished positions.

**7-3.04** The employee whose position is abolished shall either be reassigned to another position, laid off, placed in surplus or his or her employment shall be terminated according to the following provisions.

**7-3.05** The regular employee whose position is abolished shall receive a written notice of not less than thirty (30) days before the effective date on which his or her position is abolished. At that time, the board shall indicate the employee's options in accordance with clause 7-3.06 or 7-3.08; the employee must convey his or her decision in writing within three (3) days after he or she receives the notice.

Subsequently, the board shall inform the displaced regular employee of his or her options in accordance with clause 7-3.07 or 7-3.09; the employee must convey his or her decision in writing within three (3) days of receipt of the notice.

The board and the union may agree that the employees' choices be conveyed to the board during an assignment session intended for the employees concerned.

### **Full-time Positions**

**7-3.06** The following provisions apply to an employee who holds a full-time position which is abolished:

- A) In the case of a probationary employee, the board shall terminate his or her employment as of the date on which the position is abolished.
- B) In the case of a regular employee:
  - a) if the number of abolished positions is lower than or equal to the number of vacant positions in the class of employment, the employee shall choose, according to seniority, a vacant position in his or her class of employment;
  - b) if the number of abolished positions exceeds the number of vacant positions in the class of employment, the employee shall choose, according to seniority, a vacant position in his or her class of employment or shall displace, in his or her class of employment, the employee who has the least seniority;
  - c) failing this, he or she shall be reassigned to a vacant position in another class of employment in his or her category or subcategory following the application of subparagraphs a) and b) of clause 7-1.03;
  - d) failing this, he or she shall be laid off, if he or she is nontenured or placed in surplus, if he or she is tenured.

**7-3.07** The following provisions apply to an employee who holds a full-time position displaced under clause 7-3.06 or under this clause:

- a) In the case of a probationary employee, the board shall terminate his or her employment.
- b) In the case of a regular employee, the provisions of paragraph B) of clause 7-3.06 apply.

### **Part-time Positions**

**7-3.08** The following provisions apply to an employee who holds a part-time position that is abolished:

- A) In the case of a probationary employee, the board shall terminate his or her employment as of the date on which the position is abolished.

B) In the case of a regular employee:

- a) if the number of abolished part-time positions is lower than or equal to the number of vacant part-time positions in the class of employment, the employee shall choose, according to seniority, a vacant part-time position in his or her class of employment;
- b) if the number of abolished part-time positions exceeds the number of vacant part-time positions in the class of employment, the employee shall choose, according to seniority, a vacant part-time position in his or her class of employment or shall displace, in his or her class of employment, the employee occupying a part-time position who has the least seniority;
- c) failing this, he or she shall be reassigned to a vacant part-time position in another class of employment in his or her category or subcategory;
- d) failing this, he or she shall be laid off.

**7-3.09** The following provisions apply to an employee who holds a part-time position that is displaced under clause 7-3.08 or under this clause:

- a) In the case of a probationary employee, the board shall terminate his or her employment.
- b) In the case of a regular employee, the provisions of paragraph B) of clause 7-3.08 apply.

**7-3.10** The board and the union may agree, by means of a local arrangement, that an employee who holds a part-time position which is abolished or displaced in accordance with clauses 7-3.08 and 7-3.09 may displace an employee whose weekly working hours in the position are equal to his or her own.

**7-3.11** By way of exception, the provisions of clauses 7-3.06, 7-3.07, 7-3.08 and 7-3.09 apply, as the case may be, to the following employees at the time prescribed in each of the paragraphs concerned:

- upon an employee's return from a leave or absence when his or her position was abolished during his or her absence or leave;
- upon an employee's return from a leave or absence when he or she was displaced as a result of the application of the provisions of this article during his or her leave or absence.

**7-3.12** Under the provisions of this article, an employee may only displace an employee if he or she has more seniority than the employee displaced.

Under the provisions of clauses 7-3.06 and 7-3.07, an employee who holds a twelve (12)-month position may not be required to accept a position of a lesser duration.

**7-3.13** In all cases, the employee concerned must not only meet the qualifications required by the Classification Plan but also the specific requirements of the position determined by the board in order to benefit from one of the provisions of this article.

**7-3.14** In no case may a promotion result from the application of the provisions of this article. However, the fact that a tenured regular employee who benefits from a right of return under subparagraph b) of clause 7-3.15 or subparagraph b) of clause 7-3.21 to displace an employee in his or her former class of employment shall not constitute a promotion.

**7-3.15** Within the framework of the provisions of clause 7-3.06 or 7-3.07, the nontenured regular employee reassigned to a position which would constitute a demotion for him or her shall benefit from the provisions of subparagraph b) of clause 6-2.17 according to the terms and conditions and the duration mentioned therein.

However, the tenured regular employee who, as a result of the application of the provisions of clause 7-3.06 or 7-3.07, had to be reassigned or to displace an employee in a position which would constitute a demotion for him or her, shall benefit from the following:

- a) he or she shall maintain the salary of the class of employment held prior to the movement provided that he or she does not obtain a position in his or her former class of employment in accordance with this chapter. His or her salary shall progress normally in accordance with the provisions of Chapter 6-0.00;
- b) he or she shall benefit from a right to return to a position in his or her former class of employment under subparagraph a) of clause 7-1.03; if the employee refuses to comply with the obligation to accept a position thus offered in the context of the right of return described in this paragraph, he or she shall then lose all the benefits of this clause and shall be entitled to the provisions of subparagraph a) of clause 6-2.17 concerning voluntary demotion.

**7-3.16** When, as a result of the application of this article, a tenured regular employee who occupies a full-time position must displace or may choose to displace, as the case may be, the employee who has the least seniority in his or her class of employment or in another class of employment and the displacement has the effect of assigning him or her to a full-time position with fewer working hours than the position held, the tenured regular employee must nevertheless displace or may choose to displace, as the case may be, the employee who has the least seniority from among the employees in his or her class of employment or in another class of employment, as the case may be, whose regular working hours in the position correspond to the regular working hours of his or her position.

When, as a result of the application of this article, the employee referred to in the preceding paragraph has no other choice than to be reassigned or displaced to a full-time position with fewer working hours than the position he or she holds prior to the reassignment or displacement, the employee shall benefit from the following:

- a) he or she shall maintain the salary established on the basis of the salary rate and the number of regular hours applicable immediately prior to assuming his or her new position, provided that he or she does not obtain a position with a number of hours at least equal to the number of hours of the position he or she held before the reassignment. In the event of such a reassignment, it shall be up to the board to make up the employee's work schedule;
- b) he or she shall benefit from a right to return to a position with a number of hours at least equal to the number of hours of the position he or she held before his or her reassignment under subparagraph a) of clause 7-1.03; should the employee refuse to accept a position thus offered in the context of the right to return described in this subparagraph, he or she shall then lose all the benefits of this clause and shall be remunerated for the number of hours worked.

- 7-3.17** A) A tenured regular employee shall not be required to accept, as a result of the application of the provisions of this article, a position situated more than fifty (50) kilometres from both his or her place of work and domicile by the shortest public road normally used.

In the case where the employee referred to in the first subparagraph of paragraph A), he or she may, at his or her request, if no other option is available to him or her, as a result of the application of the provisions of this article, be placed in surplus.

- B) For the purposes of applying this article, establishment means the building in which the employee performs his or her duties.

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

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

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

- C) For the purposes of applying this article, shift means one of the following work schedules:

- 00:00 to 08:00;
- 08:00 to 16:00;
- 16:00 to 24:00.

The employee's shift is that in which he or she performs half or more of the hours of his or her regular workday.

**7-3.18 Measures Designed to Reduce the Number of Surplus Tenured Regular Employees**

**A) Preretirement**

For the purpose of reducing the number of surplus tenured regular employees, the board shall grant an employee a preretirement leave under the following conditions:

- a) the preretirement leave is a leave of absence with salary offered by the board for a maximum of one year. During the leave, the employee shall not be entitled to any of the benefits of the agreement except for the health and life insurance plans as well as the complementary insurance plans, provided that he or she pay, at the beginning of the leave, the entire amount of the premiums required;
- b) the preretirement leave shall count as a year of service for purposes of the pension plan covering the employee concerned;
- c) the only employee eligible is the employee who would be entitled to retire at the end of the leave of absence but who would not be entitled to a full pension (35 years of service) during the leave;
- d) at the end of the leave with salary, the employee shall be considered as having resigned and shall be pensioned off;
- e) the leave allows the reduction of the number of surplus tenured employees;

f) the employee who is eligible shall give his or her consent in writing.

### **B) Severance Pay**

The board shall grant severance pay to a tenured regular employee if his or her resignation allows the reassignment of a surplus tenured regular employee. Acceptance of severance pay shall entail the employee's loss of tenure.

Severance pay granted to an employee under this clause must be reimbursed immediately to the board if the employee is hired in the education sector within twelve (12) months of his or her departure from the board.

Severance pay shall equal one month of salary per complete year of service calculated on the last day of work of the tenured regular employee. Severance pay shall be limited to a maximum of six (6) months' salary. For purposes of calculating the premium, the salary is the salary the tenured regular employee receives when he or she leaves the board.

An employee may only receive severance pay once during his or her years of employment in the education sector.

Except in the case where he or she is offered a position within the framework of the provisions of clause 7-3.19, the surplus tenured regular employee may choose to resign and receive severance pay. In this case, the employee concerned shall lose his or her tenure.

### **C) Transfer of Tenure and Seniority**

In order to reduce the number of surplus tenured regular employees, the tenure and seniority of an employee who is not placed in surplus shall be transferable to another school board that hires him or her if his or her resignation results in the reassignment of a surplus tenured regular employee.

### **D) Loan of Service**

A board, an employee and a community organization may agree that a board loan the services of a tenured regular employee to a community organization if the measure permits the reduction of the number of surplus tenured regular employees. In this case, the parties shall complete and sign the contract contained in Appendix VII. However, the board must inform the union at least ten (10) working days in advance of the name of the employee with whom it intends to sign a contract before signing the contract with an employee and a community organization.

## **Rights and Obligations of the Employee**

**7-3.19** Every surplus tenured regular employee who is offered in his or her board a full-time position, situated at a distance equal to or less than fifty (50) kilometres from his or her place of work where he or she was assigned when he or she was placed in surplus or from his or her domicile by the shortest public road normally used must accept it, regardless of the number of hours, the work schedule of the position concerned and the class of employment in which he or she belongs.

However, the preceding paragraph shall not oblige a surplus tenured regular employee belonging to the technical support category or administrative support category to accept a position in the labour support category. Moreover, the surplus tenured regular employee belonging to the labour support category shall not be obliged to accept a position in the technical support category or administrative support category.

Any surplus tenured regular employee who is offered a full-time position with another school board within a fifty (50)-kilometre radius by public road from his or her domicile or place of work at the time of his or her placement in surplus must accept it if the position offered is in his or her class of employment or if it constitutes a transfer, regardless of the number of hours and schedule of the position concerned. He or she shall benefit from the income protection prescribed in clause 7-3.20.

Failure to accept a written offer in accordance with the preceding paragraphs shall constitute, for all legal purposes, the resignation of the surplus tenured regular employee and shall eliminate any possibility of receiving severance pay. If the offer is made by another school board, the employee must accept it within seven (7)<sup>1</sup> days.

Moreover, the employee who, at the time of his or her placement in surplus, held a twelve (12)-month position, may not be required to accept a position of less than twelve (12) months.

**7-3.20** When, as a result of the application of the provisions of the preceding clause, an employee must accept a position in another school board with fewer working hours than his or her regular workweek before being placed in surplus, he or she shall maintain the remuneration based on the salary rate and the number of regular hours applicable immediately prior to assuming his or her new position, provided that the remuneration resulting from the new position is lower. However, the difference between the remuneration of the new position and that established immediately before assuming the new position shall be paid as a lump sum spread over each pay period. The amount shall be reduced as the employee's salary progresses.

When, as a result of the application of the provisions of clause 7-3.16 or clauses 7-3.05 and 7-3.06 of the former collective agreement, an employee had to accept a position in his or her board with fewer regular working hours than his or her regular workweek before being placed in surplus, he or she shall benefit from the provisions of the preceding paragraph and of subparagraph b) of clause 7-3.16.

**7-3.21** When, as a result of the application of clause 7-3.19, a tenured regular employee must accept a position in a class of employment lower than the one he or she held before the movement, he or she shall benefit from the following:

- a) he or she shall maintain the salary of the class of employment held prior to the movement provided that he or she does not obtain a position in his or her former class of employment in accordance with the provisions of this chapter. His or her salary shall progress normally in accordance with the provisions of Chapter 6-0.00;
- b) he or she shall benefit from the right to return to a position in his or her former class of employment under subparagraph a) of clause 7-1.03; should the employee refuse to accept a position thus offered in the context of the right to return described in this paragraph, he or she shall lose all the benefits conferred on him or her under this clause and shall be remunerated for the number of hours worked.

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<sup>1</sup> Read twelve (12) days instead of seven (7) if the offer involves moving on the part of the employee concerned.

**7-3.22** When the position that the tenured regular employee must accept as a result of the application of the provisions of clause 7-3.19 or clauses 7-3.06 and 7-3.07 is situated in a class of employment lower than the one he or she held prior to the movement and includes, in addition, the characteristics prescribed in clause 7-3.16 or 7-3.20, the employee shall then benefit from clause 7-3.21 and the income protection prescribed in subparagraph a) of clause 7-3.16 or clause 7-3.20, as the case may be.

**7-3.23** a) The surplus tenured regular employee who accepts to be relocated to a position situated more than fifty (50) kilometres from his or her domicile and place of work at the time of his or her placement in surplus by the shortest public road normally used shall receive a voluntary mobility premium equal to two (2) months' salary if the relocation involves his or her moving. The premium shall equal four (4) months' salary if the relocation takes place in the regions of the Central Québec School Board (territory of the service area of the localities of Chibougamau and Chapais, Schefferville and Kawawachikamach), Eastern Shores and Western Québec School Boards (territory of the localities of Témiscaming, Val d'Or and Rouyn-Noranda) from another region.

The board shall also grant a voluntary relocation premium to the tenured employee who is not in surplus but whose relocation allows the reassignment of a surplus tenured regular employee.

- b) The surplus tenured regular employee must provide, upon request, all information relevant to his or her security of employment.
- c) While the tenured regular employee remains in surplus, his or her salary progresses normally.
- d) When a surplus tenured regular employee accepts a position with another school board in accordance with this clause, he or she shall not undergo a probationary period.
- e) When a surplus tenured regular employee from the support staff is relocated or reassigned in accordance with the provisions of this chapter, he or she shall bring to his or her new employer his or her regular employee status and, if need be, tenure and bank of nonredeemable sick-leave days.

Notwithstanding any provision to the contrary, an employee shall also bring his or her seniority for the purposes described in the agreement.

The board that hires the employee shall recognize the benefits that the employee brings to it under paragraph e).

- f) While a tenured regular employee remains in surplus, he or she shall be required to perform the duties that the board assigns to him or her in keeping with his or her qualifications and the duties of the classes of employment of his or her category.

The board may also, with the employee's consent, conclude a loan of service agreement with another school board in which case the employee concerned must accept the assignment which results therefrom.

- g) A regular employee who has not acquired tenure, who has completed at least one year of active service as a regular employee and who is laid off as a result of the application of the provisions of this article shall remain on the list of the Provincial Relocation Bureau for a maximum period of two (2) years. During that period, he or she must accept a written offer of employment which could be made to him or her by his or her board or by another school board in the same region, within seven (7) days of the written offer of employment. If the employee does not accept the written offer, his or her name shall be removed from the lists of the Provincial Relocation Bureau.
- h) The date of the signature on the post office receipt of the documents sent by registered mail shall constitute prima facie proof in order to calculate the deadlines prescribed in this clause.
- i) The employee who is relocated as a result of the application of the provisions of this clause and who must move shall benefit from his or her board or, as the case may be, from the school board which hired him or her, from the provisions of Appendix II under the conditions stipulated therein, insofar as the allowances prescribed in the federal labour mobility program do not apply. Moreover, if an employee is relocated in accordance with the provisions of clause 7-3.19 and of paragraph a) of this clause, the employee who must move shall be entitled to:
- a maximum of three (3) working days without loss of salary to cover the search for a dwelling. The three (3)-day maximum shall not include the travel 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.
- j) The surplus tenured regular employee must appear for an interview at another school board if so requested by the Provincial Relocation Bureau provided that the position offered is situated at a distance prescribed in clause 7-3.19. The employee who fails or neglects to comply with the obligation prescribed in this paragraph shall be considered as having resigned.

### **Obligations of the Board**

- 7-3.24** When the board must proceed with a hiring in order to fill a vacant full-time position, other than a temporarily vacant position, it shall address, in accordance with the provisions of subparagraph e) of clause 7-1.03, a request to the Provincial Relocation Bureau serving its territory, stating the class of employment and the requirements of the position to be filled.

Moreover, the board must inform the Provincial Relocation Bureau of the names of the tenured regular employees that it is placing in surplus as well as the names of the nontenured regular employees who have completed at least one year of active service and whom it is laying off.

- 7-3.25** During the fiscal year preceding an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or a restructuring, the board may not abolish a position which would result in one or more layoffs or one or more placements in surplus, as the case may be, of regular or tenured regular employees if the cause of the abolition arises from the amalgamation, annexation or restructuring. However, during the fiscal year preceding that of the amalgamation, annexation or restructuring, the board may not abolish a position which would result in one or more layoffs or one or more placements in surplus if the cause of the 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, as the case may be, of regular or tenured regular employees.

- 7-3.26** Once another school board assumes the responsibility for providing instruction to children with social maladjustments or learning disabilities or to students of a given level or option, pursuant to the provisions of the Education Act, the regular employee or the tenured regular employee who would be required to perform most of his or her work in the other school board shall obligatorily pass to the employ of the other school board.

With the consent of the board that no longer provides the instruction, the regular employee or the tenured regular employee may remain in the employ of the board provided that no layoff or placement in surplus of regular employees or tenured regular employees occurs because of the agreement.

However, as of the anniversary on which the responsibility for the instruction was assumed, the school board which assumed it may abolish positions resulting in one or more layoffs or, as the case may be, one or more placements in surplus.

- 7-3.27** In the case of an amalgamation (including the disappearance of a school board), annexation or restructuring, the board and the union may agree on particular rules for the redistribution of personnel and movement of personnel resulting from the amalgamation, annexation or restructuring.

#### **Special Provisions Concerning Day Care Services**

- 7-3.28** Clauses 7-3.28 to 7-3.34 apply to an employee who occupies a position in a day care service and, whenever the text makes specific reference, to an employee who holds a position prescribed in article 10-3.00.

- 7-3.29** The assignment of a regular day care service employee shall be carried out as follows:

A) The board shall temporarily assign working hours to day care staff on the basis of its needs and according to the class of employment and seniority, beginning in August and for a period not exceeding September 15.

B) No later than September 15 of each year, the board shall draw up for the employees working in each day care service schedules that include the greatest possible number of hours, while taking into account the needs of the service. The schedules shall also include the time devoted to the planning and preparation of activities.

Schedules in each day care service shall be offered by class of employment and seniority.

- 7-3.30** Following the application of clause 7-3.29:

A) The board shall post in each day care service the permanently vacant or newly created regular positions of person-in-charge of a day care service.

The board shall choose from among the regular persons-in-charge of a day care service who have not been recalled and, subsequently, from among the regular persons-in-charge of a day care service who requested a transfer and, subsequently, from among the day care service educators who applied.

- B) The board shall post in each day care service the permanently vacant or newly created regular positions of day care service educator.

The board shall choose from among the regular day care service educators who have not been recalled and the regular day care service educators who requested a transfer. For this purpose, the board may convene an assignment session during which the vacant positions and the positions becoming vacant during the assignment session are filled.

- C) The employee referred to in clause 7-3.33 must apply for one of the vacant positions offered within the framework of the preceding paragraphs A) and B). The employee shall be given priority for such a position.

**7-3.31** The following provisions shall apply to an employee who has not obtained a position as a result of the application of clauses 7-3.29 and 7-3.30:

- a) in the case of a probationary employee, the board shall terminate his or her employment;
- b) in the case of a nontenured employee, he or she shall be laid off;
- c) in the case of a tenured employee, he or she shall displace a nontenured full-time employee with the least seniority in his or her class of employment. An employee thus displaced shall then be laid off.

If the tenured employee is unable to displace an employee in accordance with the preceding subparagraph, he or she shall then be placed in surplus.

**7-3.32** Any position that has remained vacant following the application of clauses 7-3.29 to 7-3.31 shall be offered to employees covered by article 10-3.00 according to the duration of employment and then shall be filled in accordance with clause 7-1.03 or 7-1.04, as the case may be.

**7-3.33** A tenured regular employee who is placed in surplus or who has no other choice than to be assigned to a position in which the hours of his or her regular workweek of the preceding year were reduced by more than ten percent (10%) shall undergo a maximum reduction of ten percent (10%) of his or her salary of the preceding year. The salary protection corresponding to ninety percent (90%) of his or her number of hours of the preceding year shall be granted in relation to a regular workweek of a maximum of thirty-five (35) hours. The board may use the employee's services to make up the difference between the number of hours of the position and that for which his or her salary is protected.

However, the workweek of a tenured employee cannot be reduced so as to cause him or her to lose full-time employee status even if the decrease in number of hours is spread over a number of years.

Prior to applying clauses 7-1.23 to 7-1.25, the employee whose number of hours is protected may be assigned duties so as to complete his or her regular workweek.

**7-3.34** Clauses 7-3.10 to 7-3.14, clause 7-3.15 subject to the provisions of clause 7-3.33, paragraph A) of clause 7-3.17 and clauses 7-3.18 to 7-3.27 also apply to day care service employees.

**7-4.00 PARTIAL DISABILITY**

**7-4.01** A tenured regular employee who must be laid off as a result of his or her physical inability to meet the requirements of his or her current position may, within the framework of the provisions of article 7-1.00, obtain a transfer, demotion or promotion, as the case may be, provided that he or she meet the requirements of the desired position and that the position be available. He or she shall then receive the salary provided for his or her new position.

**7-4.02** The tenured regular employee who is laid off upon the termination of the benefits prescribed in subparagraph c) of paragraph A) of clause 5-3.34 and of clause 5-3.47 shall be entitled, if he or she meets the requirements of an available position by virtue of clause 7-1.03, to:

- a) as of his or her layoff and up to a period of one year, apply for a position in step c) of clause 7-1.03;
- b) as of the expiry of the aforementioned period of one year up to an additional period of one year, benefit from the provisions prescribed in step g) of clause 7-1.03.

During the layoff period, the tenured regular employee shall not receive any salary.

**7-4.03** The board and the union may agree on another manner in which to assign a position to an employee suffering from a permanent partial disability or physical disability.

**7-4.04** The tenured regular employee who suffered an employment injury and who has not been reinstated in a position under clause 5-9.14 and who is laid off upon the expiry of the time limits prescribed in paragraph E) of clause 5-9.15 shall benefit from the provisions of subparagraphs a) and b) of clause 7-4.02. Moreover, during the period prescribed in subparagraph a) of clause 7-4.02, the employee who so requests has priority for any temporarily vacant position or any temporary position and shall benefit from the provisions applicable to the temporary employee.

Notwithstanding the foregoing, if, because of the date of healing of his or her employment injury, the layoff follows a two (2)-year period from the date on which the employment injury begins, the time limits prescribed in subparagraphs a) and b) of clause 7-4.02 shall be reduced accordingly, as the case may be.

**7-4.05** The residual effects ensuing from clauses 7-4.02 and 7-4.04 also apply, if need be, to laid-off employees pursuant to the relevant provisions of the 1998-1999 collective agreement.

**7-5.00 CONTRACTING OUT**

**7-5.01** In keeping with the discussions on the organization of work, the parties recognize the importance of studying alternatives designed to reduce contracting out. The quality of service, the quality of life at work and the budgetary constraints must be taken into account in order to attain this objective.

**7-5.02** 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.

**7-5.03** If the board intends to contract out and the work is of an ongoing nature which may be carried out by employees, it must submit the case to the Labour Relations Committee indicating the reasons underlying its decision and the date on which the decision will be made but which cannot occur prior to sixty (60) days of the notice.

**7-5.04** In applying clauses 7-5.01, 7-5.02 and 7-5.03, the Labour Relations Committee shall study the reasons for which the board contracts out.

The committee shall review the work process, the organization of working conditions or any other component that it deems appropriate in an attempt to identify alternatives which favour the completion of the work by employees. The alternatives shall be submitted to the board prior to its decision.

The committee shall agree on the information required to carry out the work and on a work schedule.

**7-5.05** Moreover, in the case where the number of surplus tenured regular employees in the pertinent classes of employment would allow the termination of a contract of an ongoing nature, the board shall terminate the contract within the legal framework provided for therein and providing the board may reassign its surplus tenured regular employees as a replacement for the subcontractor.

**7-5.06** At the union's written request, the board shall provide, on an annual basis, a list of ongoing subcontracts related to those classes of employment covered by accreditation.

**CHAPTER 8-0.00 WORKING CONDITIONS****8-1.00 SENIORITY**

**8-1.01** The board shall recognize for every regular employee in its employ on the date of the coming into force of the agreement the seniority that it recognized on June 30, 1999 by applying the provisions of article 8-1.00 of the former collective agreement. As of the date of the coming into force of the agreement, seniority shall be calculated in accordance with the provisions of clauses 8-1.02 to 8-1.11 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 prescribed in the Classification Plan for technical, administrative and labour support staff in the employ of the board or boards (institutions) to which the board is the successor and it is expressed in years, months and days.

The seniority of an employee who belongs to a group of employees different from those mentioned above and who is integrated into a position belonging to one of the classes of employment of support staff shall correspond to his or her period of employment in the board.

However, the seniority may not be used to integrate an employee into one of the classes of employment prescribed in the Classification Plan for the technical, administrative and labour support staff nor for the purposes of movement of personnel or security of employment.

**8-1.03** A regular employee shall retain and accumulate his or her seniority in the following cases:

- a) when he or she is in active service;
- b) when he or she is on a leave of absence with salary as provided for in the agreement;
- c) when he or she is absent from work because of an occupational disease or a work accident;
- d) when he or she is absent from work because of an accident or illness other than an occupational disease or a work accident for a period not exceeding twenty-four (24) months;
- e) in the other cases specifically stipulated in the agreement;
- f) when he or she is on a leave of absence without salary for union activities provided that, if he or she applies for a vacant position during his or her leave and obtains it, he or she must return to work and the leave without salary is cancelled if it exceeds four (4) months;
- g) when he or she is temporarily laid off under article 7-2.00;
- h) when he or she is on a leave of absence in accordance with article 5-4.00;
- i) when he or she is on a leave of absence without salary for a period of one month or less.

- 8-1.04** A regular employee shall retain his or her seniority, but without accumulating it in the following cases:
- a) when he or she is on a leave of absence without salary for more than one month unless there is a specific provision to the contrary in the agreement;
  - b) when he or she is laid off for a period not exceeding twenty-four (24) months;
  - c) when he or she is absent from work because of an illness or an accident other than an occupational disease or a work accident for more than twenty-four (24) months.
- 8-1.05** A regular employee shall lose his or her seniority in the following circumstances:
- a) when his or her employment is permanently terminated;
  - b) when he or she is laid off for over twenty-four (24) months;
  - c) when he or she refuses or fails to return to work without a valid reason within the seven (7) days of a recall to work by registered letter sent to his or her last known address.
- 8-1.06** No later than August 31 of each year, the board shall forward the union an updated seniority list, calculated on the preceding June 30.
- Within sixty (60) days of the date of the coming into force of the agreement, the board shall forward to the union the seniority list of regular employees, indicating the name of the employee and his or her seniority calculated on the date of the coming into force of the agreement.
- 8-1.07** The board shall post the list in its buildings or shall forward a copy to each regular employee.
- 8-1.08** Any alleged error on the seniority list may be the subject of a grievance which may be submitted to arbitration in accordance with the provisions of articles 9-1.00 and 9-2.00.
- However, the seniority of a person who is integrated into a position covered by accreditation under paragraph e) of clause 7-3.23, paragraph C) of clause 7-3.18 or subparagraphs a), b), e) and f) of clause 7-1.03 may be the subject of a grievance within forty-five (45) days of the date on which the board informs the union of the seniority of the regular employee concerned.
- 8-1.09** The posted seniority list shall become official forty-five (45) days after the union receives it, subject to the changes resulting from a grievance submitted before the list becomes official. However, a revision can be requested after the list becomes official but may not have any retroactive effect prior to the deposit of the grievance on action taken by virtue of the list.
- 8-1.10** When an employee acquires the status of a regular employee, the board shall inform him or her in writing of the seniority accumulated on that date and shall send a copy to the union at the same time.

**8-1.11** The seniority of a regular employee who holds a part-time position shall be calculated in proportion to his or her working hours per week compared to those of an employee in his or her class of employment prescribed in article 8-2.00.

**8-2.00 WORKWEEK AND WORKING HOURS**

**Technical and Administrative Support Positions**

**8-2.01** The regular workweek shall be comprised of thirty-five (35) hours from Monday to Friday followed by two (2) consecutive days off. The duration of the regular workday shall be seven (7) hours.

**Labour Support Positions**

**8-2.02** The regular workweek shall be comprised of thirty-eight hours and forty-five minutes (38 h 45 min) from Monday to Friday followed by two (2) consecutive days off. The duration of the regular workday shall be seven hours and forty-five minutes (7 h 45 min).

**8-2.03** Notwithstanding the provisions of clause 8-2.01 or 8-2.02, the regular workweek for certain classes of employment such as stationary engineer or guard may be scheduled differently according to the department's needs, subject to the provisions of clauses 8-2.08 and 8-2.09. It is agreed that any schedule which includes work on Saturdays or Sundays must include two (2) consecutive days off.

**8-2.04** In the case where the former collective agreement provided for a different number of weekly working hours, the board and the union may agree to maintain the number of hours or to adopt the number of hours prescribed in clause 8-2.01 or 8-2.02, as the case may be, and the work schedule shall be adjusted accordingly.

Failing an agreement, the number of working hours in effect shall be maintained. However, the provisions of clause 8-2.01 or 8-2.02, as the case may be, shall apply at the time when the union so requests the board in writing.

**8-2.05** In the case where an employee's weekly working hours differ, the salary scales shall apply in proportion to the regular hours worked in relation to those prescribed in clause 8-2.01 or 8-2.02, as the case may be.

**8-2.06** An employee shall be entitled to a fifteen (15)-minute rest period without loss of salary, per half-day of work, which is to be taken towards the middle of each half-day of work.

**8-2.07** An employee shall be entitled to an uninterrupted meal period without salary in keeping with the provisions of the Act respecting labour standards.

The employee required to work during his or her scheduled meal period shall receive compensated time-off at the hourly rate at a time agreed to with his or her immediate superior.

**8-2.08** The board shall maintain the work schedules in effect on the date of the coming into force of the agreement.

**8-2.09** The work schedules may be altered after written agreement between the union and the board. However, the board may alter the existing schedules if administrative and<sup>1</sup> pedagogical needs make such changes necessary. In this case, the board shall give the union and the employee concerned a written notice of at least thirty (30) days before implementing the new schedules. Either the employee concerned or the union may, within thirty (30) working days of the sending of the notice, resort to the procedure for settling grievances and arbitration.

When the roll is prepared, such grievance shall be given priority.

At the time of arbitration, the burden of proof shall rest with the board. The arbitrator's mandate shall be to decide whether the changes were necessary; if they were not, the board must return to the former schedules and must pay the employees the overtime rate prescribed in article 8-3.00 for every hour worked outside the 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.

**8-2.10** Work schedules may be adjusted upon a ten (10)-working day notice, if the adjustment falls within a thirty (30)-minute span before or after the regular workday. The adjustment may be of a maximum of ninety (90) minutes with the employee's consent.

The adjustment must meet the following conditions:

- the schedule cannot be adjusted more than twice yearly;
- the employee must be consulted before the adjustment in his or her schedule occurs and must be informed of the reasons underlying the decision;
- if only one employee in a given department, school or centre will be affected by such an adjustment, the board shall offer it by seniority but the employee with the least seniority shall be required to accept it.

**8-2.11** If, under the former collective agreement or a board regulation or resolution in effect in 1978-1979, employees were entitled to a regular workweek with fewer working hours during the summer, that provision shall be maintained under the same conditions for the term of the agreement.

**8-2.12** Subject to the provisions of clauses 8-2.01, 8-2.02, 8-2.04 and of article 8-3.00, the board and the union may agree on a flexible work schedule for employees working in the same office, department, school or adult education centre.

### **8-3.00 OVERTIME**

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

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

**8-3.02** 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 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.

**8-3.05** An employee shall receive, as compensation for overtime, a leave of a duration equal to the value of the overtime rate prescribed in clause 8-3.06, provided that there was an agreement between the employee and the board on when the employee will take the time off.

The employee must take his or her compensatory leave within sixty (60) days after the overtime was performed unless a later date was agreed to.

**8-3.06** Failing agreement under the preceding provisions, the employee shall be remunerated according to the following terms and conditions:

- a) at the basic hourly rate increased by one half for all hours worked in addition to the hours of the regular workday or outside the hours prescribed in his or her schedule or during a weekly day off;
- b) at the basic hourly rate increased by one half for all hours worked during a paid legal holiday provided for in the agreement in addition to the maintenance of the salary for this paid legal holiday;
- c) at double his or her hourly rate for all hours worked on a Sunday or during the second weekly day off.

**8-3.07** When an employee is recalled from his or her home to perform emergency work, he or she shall be paid, subject to the provisions stipulated in clause 8-3.05, a minimum remuneration equivalent to four (4) hours at his or her basic hourly rate or at the overtime rate for the hours actually worked according to the more advantageous calculation.

**8-3.08** Overtime shall be paid by the board within a maximum time limit of one month after the employee submits the duly signed claim approved by the board. The board shall provide the forms.

#### **8-4.00 DISCIPLINARY MEASURES**

**8-4.01** Every disciplinary measure and the reasons therefor must be set forth in a written notice addressed to the employee concerned. A copy of the notice must be forwarded to the union within three (3) working days of the sending of the disciplinary measure to the employee concerned.

**8-4.02** Except in the case of a dismissal based on a moral or criminal issue, all dismissals must be preceded by a meeting between the board, the union and the employee concerned. During the meeting, the board shall indicate to the union and to the employee the reasons for the measure. To this end, the employee must receive a written notice of at least three (3) working days before the meeting, specifying the hour and the place where he 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 notice shall also be forwarded to the union within the same time limit.

Following the meeting, the board may apply its decision within the ten (10) working days that follow and the notice shall be sent to the employee with a copy to the union.

The fact that the union, the employee or both, do not attend the meeting duly summoned shall not prevent the board from proceeding with the dismissal.

**8-4.03** In the case where the board decides to summon an employee regarding a disciplinary measure which concerns him or her, the employee must receive at least a twenty-four (24)-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 is entitled to be accompanied by a union representative. A copy of the notice shall also be forwarded to the union within the same time limit.

The meetings normally take place during the board's business hours.

If the disciplinary measure is handed directly to an employee, it shall not constitute a summons as defined in the preceding provisions.

**8-4.04** Any employee may, after making an appointment, consult his or her official record two (2) times a year, accompanied if he or she so desires, by his or her union representative.

**8-4.05** The employee subject to a disciplinary measure may submit his or her case to the procedure for settling grievances and arbitration.

However, the employee who is subject to a dismissal may, through the union, submit his or her grievance directly to arbitration, within thirty (30) working days of the receipt of the notice informing him or her of his or her dismissal provided that the meeting prescribed in clause 8-4.02, has taken place.

**8-4.06** A suspension shall not interrupt the seniority of the employee concerned. During the absence, the employee shall maintain his or her contributions to the various contributory plans prescribed in the agreement.

**8-4.07** In the event of arbitration, the board must, by regularly entered evidence, establish that the disciplinary measure was imposed for a just and sufficient cause.

**8-4.08** The board may invoke an infraction entered in the official record and for which a disciplinary measure has been issued only within twelve (12) months of such an infraction.

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However, if more than one infraction of the same nature was committed within these twelve (12) months, each of the infractions including the first one mentioned in the preceding paragraph may be invoked only within the twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the official record at the employee's written request.

**8-4.09** No disciplinary measure rescinded by the board or declared unjustified by an arbitration tribunal or by an arbitrator may be invoked against an employee.

**8-4.10** When preparing arbitration rolls, the parties agree to give priority to cases of dismissal.

**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 purposes of the agreement. However, in the case of changes to an indefinite suspension, the thirty (30)-day limit shall not apply at the time of the change.

**8-4.12** In the case of dismissal, if there is an appeal through the grievance procedure, the board shall not pay the employee concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days until such time as the grievance has not been settled. The employee shall also continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his 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.

**8-4.13** The time limits and the procedure mentioned in this article shall be compulsory unless there is a written agreement to the contrary. Failure to so comply, the disciplinary measure shall be null, void and illegal for the purposes of the agreement.

**8-5.00 HEALTH AND SAFETY**

**8-5.01** The board, with the union's collaboration, shall undertake to maintain working conditions that take into account the health, safety and physical well-being of employees and eliminate conditions that would endanger their health, safety or physical well-being.

**8-5.02** The board must take, as prescribed by law and the applicable regulations, the measures necessary to protect the health and ensure the safety and physical well-being of employees and to maintain adequate conditions of health.

**8-5.03** The board and the union must, through the Labour Relations Committee or a specific committee, discuss problems concerning health, safety and physical well-being. In the cases where, under the former collective agreement, a specific committee had been set up, such a committee shall be maintained unless there is an agreement to the contrary between the board and the union. The committee shall establish its own rules of procedure and shall determine the frequency of meetings.

If there is no specific committee, the union may expressly designate an employee to act as a representative on matters of health and safety. The union must inform the board in writing of the name of the representative within fifteen (15) days of his or her appointment.

The representative may be absent from work without loss of salary or reimbursement, after having informed his or her immediate superior, to attend a meeting of the Labour Relations Committee to discuss health and safety matters.

- 8-5.04** An employee shall have the right to refuse to carry out a task if he or she has good reason to believe it would endanger his or her health, safety or physical well-being or would expose another person to similar risks.

The refusal shall be exercised in accordance with the provisions stipulated in the Act and the regulations respecting occupational health and safety applicable to the board.

- 8-5.05** The board may not layoff or transfer an employee nor may it impose a discriminatory or disciplinary measure on him or her on the grounds that he or she exercised a right conferred on him or her under this article.

- 8-5.06** A union representative may be absent from work without loss of salary or reimbursement after having informed the board that he or she will accompany the inspector of the Commission de la santé et de la sécurité du travail on inspection visits and enquiries made following the exercise of the right of refusal or following a complaint made to the Commission de la santé et de la sécurité du travail.

- 8-5.07** An employee who feels that his or her work endangers his or her health, safety or physical well-being shall so inform his or her immediate superior.

A union representative may be absent from work without loss of salary or reimbursement if his or her presence is required to meet the employee and the board representative to try to solve the problem before a grievance is filed. In such a case, the union representative may, at the union's choice, be one of the members of the committee prescribed in clause 8-5.03 or a representative who usually acts in this capacity within the framework of the meetings prescribed in clause 9-1.03.

- 8-5.08** The union shall be informed of every work accident or occupational disease affecting an employee as brought to the board's knowledge and shall receive a copy of the accident report.

- 8-5.09** The employee may be accompanied by a union representative to any meeting with the board concerning an employment injury he or she has suffered; in this case, the union representative may interrupt his or her work temporarily, without loss of salary or reimbursement, after having obtained the authorization of his or her immediate superior; such an authorization cannot be refused without a valid reason.

**8-6.00 CLOTHING AND UNIFORMS**

- 8-6.01** The board shall provide its employees, free of charge, with any uniform or special clothing which it requires them to wear.

**8-6.02** The uniforms or special clothing supplied by the board shall remain its property and may only be replaced upon the return of the old uniform or garment, unless prevented from doing so due to circumstances beyond the employee's control. The board shall decide if a uniform or garment must be replaced.

**8-6.03** The upkeep of uniforms and special clothing supplied by the board shall be the employee's responsibility except for special clothing such as overalls, smocks and other similar items used exclusively on the premises and for working purposes.

**8-6.04** If the former collective agreement contained a provision whereby the board supplied apparel and uniforms as well as any other article, it shall continue to do so according to the conditions specified therein.

**8-7.00 TECHNOLOGICAL CHANGES**

**8-7.01** For the purpose of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment and machinery used to produce goods and services and causing the abolition of one or more positions or modifying the duties entrusted to one or more employees or the performance of such duties.

**8-7.02** The board shall inform the union of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.

**8-7.03** The notice mentioned in the preceding clause shall contain the following information:

- a) the nature of the change;
- b) the school, department or adult education centre concerned;
- c) the date foreseen for the implementation;
- d) the employee or group of employees concerned.

**8-7.04** The board and union agree to meet at meetings of the Labour Relations Committee within twenty (20) days of the sending of the notice mentioned in clause 8-7.02; on that occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work and the measures it intends to adopt in order to implement such changes.

The union's refusal to attend the meeting prescribed in this clause or failure to communicate its disagreement regarding a technological change shall not prevent the implementation of such a change.

**8-7.05** The employee whose duties are modified as a result of the implementation of a technological change shall receive, if need be, the appropriate training or professional improvement measures, taking into account his or her skills.

The costs of the training or professional improvement measures shall be borne by the board and must not be deducted from the budget prescribed in article 5-7.00.

- 8-7.06** The employee who, as a result of the introduction of a technological change, encounters problems in performing his or her duties, may submit his or her case to the Labour Relations Committee within sixty (60) days of such a change.
- 8-7.07** The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement.
- 8-8.00** **SOFTWARE CHANGES**
- 8-8.01** When the board changes a particular software or a version thereof or modifies the computer environment, it shall inform the employees beforehand.
- 8-8.02** An employee whose duties are affected by such a change shall receive the professional development and training deemed necessary by the board during his or her regular working hours.
- 8-8.03** Professional development costs shall be assumed by the board and are not included in the amount prescribed in clause 5-7.10, unless the Training and Professional Development Committee decides otherwise.

**CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES AND ARBITRATION****9-1.00 PROCEDURE FOR SETTLING GRIEVANCES**

**9-1.01** Any employee who has a problem concerning his 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 the procedure shall not cause him or her to lose any rights.

**9-1.02** It is the express intent of the parties to settle all grievances regarding the application and interpretation of the agreement within the shortest possible time.

**9-1.03** In all cases of grievance, the board and the union agree to comply with the following procedure:

**a) Step I**

An employee shall submit his or her grievance, in writing, to the authority designated by the board or to the board if there has been no such designation, within thirty (30) working days of the date of the event that gave rise to the grievance or of his or her knowledge thereof.

At the written request of the board or the union, the representatives of both the union and the board must meet to study the grievance within ten (10) working days after it is received.

However, the fact that the procedure has not been followed shall cause neither the employee nor the union to lose any rights.

In order to participate in such a meeting, three (3) union representatives may be released without loss of salary.

The board shall give its written reply to the union within twenty (20) working days after receiving the grievance and shall forward a copy to the employee.

**b) Step II**

The union may submit the grievance to arbitration according to the procedure prescribed in clause 9-2.01 within a time limit of fifty (50) working days as of the date on which it was submitted to the board in step I.

The days from July 1 to 31 inclusively shall not be counted when calculating the time limits prescribed in this clause.

**9-1.04** The union may file and submit a grievance on behalf of an employee, a group of employees or all employees. In this case, the union must comply with the procedure prescribed in clause 9-1.03.

**9-1.05** The time limits referred to in this article shall be compulsory. However, the board and the union may agree, in writing, to extend the time limits.

Failure to comply with the time limits prescribed in this article shall render the grievance null, void and illegal for the purposes of the agreement.

However, the rejection of a grievance cannot as such be considered as an acknowledgement by the union of the board's allegations and may not be invoked as a precedent.

- 9-1.06** The statement of the grievance shall contain a summary account of the facts so as to be able to identify the problem raised.

No grievance must be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance. If such an amendment is submitted within the five (5) working days prior to 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**

- 9-2.01** The union that wishes to submit a grievance to arbitration must, within the time limit prescribed in subparagraph b) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. The notice must contain a copy of the grievance and must be sent by registered mail. A copy of the notice must be sent to the board within the same time limit.

If postal services are interrupted, the aforementioned notices shall be sent by telegram and, at the end of the interruption, the union shall forward the aforementioned documents as quickly as possible.

- 9-2.02** Any grievance submitted to arbitration shall be decided upon by an arbitrator. The tribunal shall be composed of an arbitrator chosen from among the following:

Ménard Jean-Guy, chief arbitrator<sup>1</sup>

Choquette Robert  
Fortier Diane  
Fortier François G.  
Tremblay Denis  
Larouche Angers

or any other person appointed by the provincial negotiating union party, the CPNCA and the Ministère to act in this capacity.

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<sup>1</sup> Address of 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 assisted by assessors if, when the grievance is entered on the monthly arbitration roll, there is an agreement to this effect between the representative of the provincial negotiating union party, the CPNCA and the Ministère.

**9-2.03** Subject to the provisions of clause 9-2.02, in the event of an arbitration with assessors, an assessor shall be appointed by the provincial negotiating union party and another appointed jointly by the CPNCA and the Ministère to assist the arbitrator and to represent each party during the hearing of the grievance and the deliberations.

**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 as prescribed by law and the provisions of the agreement.

Upon their appointment, each of the arbitrators shall take an oath or shall pledge on their honour, before the chief arbitrator, for the term of the agreement, to render their decisions in conformity with the law and the provisions of the agreement.

**9-2.05** After recording the notice of arbitration mentioned in clause 9-2.01, the records office shall immediately acknowledge receipt to the union and the board. A copy of the acknowledgement, of the grievance and of the notice of arbitration shall be sent, without delay, to the provincial negotiating union party, the QESBA and the Ministère.

**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;
- b) appoint an arbitrator from the list mentioned in clause 9-2.02;
- c) set the time, date and place of the first arbitration session, taking into account the location from where the grievance is filed.

The records office shall notify the arbitrator, the assessors, if need be, the parties concerned, the provincial negotiating union party, the QESBA and the Ministère.

**9-2.07** For the purpose of applying the provisions of clause 9-2.03, the provincial negotiating union party and the CPNCA shall convey to the records office the name of an assessor of their choice for each arbitration appearing on the monthly arbitration roll within fifteen (15) days of entering the case on the arbitration roll.

**9-2.08** Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, if need be, the parties concerned, the provincial negotiating union party, the QESBA and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if need be.

**9-2.09** Any vacancy on the list of arbitrators shall be filled according to the procedure established for the original appointment.

- 9-2.10** If an assessor is not designated in accordance with the original appointment procedure or if the position of assessor is not filled before the hearing, the arbitrator shall appoint him or her ex officio the day of the hearing.
- 9-2.11** The arbitrator shall proceed with all dispatch with the preliminary investigation of the grievance according to the procedure and evidence he or she deems appropriate.
- 9-2.12** 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.
- 9-2.13** The arbitration sessions shall be public. The arbitrator may, however, order the sessions to be held in camera.
- 9-2.14** The arbitrator may deliberate in the absence of an assessor who does not attend after having been duly convened.
- 9-2.15** a) The arbitrator must render his or her decision within the sixty (60) days of the date on which the grievance is taken under deliberation.
- However, the decision shall not be null for the sole reason that it was rendered after the expiry of the said time limit.
- b) The chief arbitrator may refuse to assign a grievance to an arbitrator who has not rendered a decision within the time allotted until such time as the decision has not been rendered.
- 9-2.16** a) The decision shall state the reasons therefor and shall be signed by the arbitrator. The arbitrator shall file the original signed copy of the decision at the records office.
- b) The assessors, if they so wish, may submit to the arbitrator notes justifying their position. These notes must be attached to the decision.
- c) The records office shall forward a copy to the parties involved and the provincial negotiating parties, the QESBA and the Ministère and shall file two (2) copies at the office of the labour commissioner-general.
- 9-2.17** At any time before his or her final decision, an arbitrator may render any interim or interlocutory decision which he or she deems fair and useful.
- The decision shall be final, executory and shall bind the parties.
- 9-2.18** An arbitrator may not, by his or her decision on the adjudication of a grievance, subtract from, add to or modify the clauses of this agreement.

**9-2.19** The arbitrator, eventually called upon to decide whether or not a grievance is well-founded with regard to a disciplinary measure, shall have the authority to uphold, alter or reject it. Any 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** The fees and the expenses of the chief arbitrator, the arbitrators, the expenses of the records office and the salaries of the records office personnel shall be the responsibility of the Ministère.

The arbitration hearings and deliberations shall be held in rooms provided free of rental cost.

**9-2.22** If one of the parties requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party that requested the service. A copy of the transcript of the official stenographic notes shall be forwarded by the stenographer to the party requesting them, at the expense of the latter.

**9-2.23** The arbitrator shall convey or otherwise serve any order or document issued by him or her or by the parties concerned.

**9-3.00 DISAGREEMENT**

**9-3.01** Any disagreement as defined in clause 1-2.11 that may arise during the term of the agreement shall be referred to the Labour Relations Committee.

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**CHAPTER 10-0.00 SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES**

**10-1.00 EMPLOYEES WORKING EXCLUSIVELY WITHIN THE FRAMEWORK OF ADULT EDUCATION COURSES**

**10-1.01** Only those clauses of this article and those to which this article specifically refers apply within the framework of adult education courses under the jurisdiction of the board:

- a) to an employee working therein, in addition to or outside of his or her regular working hours;
- b) to the person who, although not an employee of the board, is hired by the board to work exclusively therein.

**10-1.02** Remuneration shall be determined as follows:

- a) Employees referred to in subparagraph a) of clause 10-1.01 shall receive, for each hour worked, an amount equal to the average hourly rate (minimum rate of the salary scale plus maximum rate of the salary scale, the amount divided by two (2)), prescribed in the salary scale corresponding to the class of employment assigned to them. If the salary scale only provides a single rate, employees shall be remunerated at that rate.

If an 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%) in lieu of all fringe benefits, namely, paid legal holidays, sick-leave days, salary insurance benefits and vacation.

Moreover, if the provisions of article 5-6.00 of the agreement do not apply to that employee, he or she shall be entitled to the salary rate applicable to him or her, increased by eleven percent (11%) in lieu of all fringe benefits, namely, paid legal holidays, sick-leave days and salary insurance benefits; as regards vacation, the employee shall be entitled, for each hour worked, to an amount equal to eight percent (8%) of the salary received.

- b) Persons referred to in subparagraph b) of clause 10-1.01 shall receive, for each hour worked, an amount equal to the average hourly rate (minimum rate of the salary scale plus maximum rate of the salary scale, the amount divided by two (2)), prescribed in the salary scale corresponding to the class of employment assigned to them. If the salary scale only provides a single rate, the person shall be remunerated at that rate.

The applicable salary rate shall be increased by eleven percent (11%) in lieu of all fringe benefits, namely, paid legal holidays, salary insurance benefits and sick-leave days; as regards vacation, the person shall be entitled, for each hour worked, to an amount equal to eight percent (8%) of the salary received.

- c) The vacation allowance prescribed in the preceding subparagraphs a) and b) to which an employee is entitled shall be paid over each of his or her pays.

Moreover, employees shall be entitled to the following benefits:

- 1-1.00 Objective of the Agreement
- 1-2.00 Relevant definitions
- 1-3.00 Respect for Human Rights and Freedoms

1-4.00	Sexual Harassment
2-2.00	Recognition
3-1.00	Posting
3-2.00	Union Meetings and Use of Board Premises for Union Activities
3-3.00	Documentation
3-4.00	Union System
3-7.00	Union Dues
4-1.00	Labour Relations Committee
5-4.00	Parental Rights: according to the terms and conditions prescribed in Appendix VI provided that the employee was hired for a predetermined period of over six (6) consecutive months
5-8.00	Civil Responsibility
5-9.00	Work Accidents and Occupational Diseases: paragraph b) of clause 5-9.19 only
6-3.00	Salary
6-4.00	Travel Expenses
6-7.00	Payment of Salary
7-1.03 f)	Procedure for Filling a Permanently Vacant or Newly Created Full-time Position
7-1.04 c)	Procedure for Filling a Permanently Vacant or Newly Created Part-time Position
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
8-7.00	Technological Changes
8-8.00	Software Changes
11-3.00	Local arrangements dealing with the benefits mentioned in this subparagraph
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-6.00	Appendices dealing with the benefits mentioned in this subparagraph
11-7.00	Printing of the Agreement
11-8.00	Reprisals and Discrimination

- d) However, an employee who is called to perform, 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 if the rate is higher than that prescribed in subparagraph a).
- e) Notwithstanding the provisions of the preceding subparagraphs, if an employee receives a salary which is higher than the one prescribed above under an agreement concluded between the union and the board, his or her salary is the salary paid on the date of the coming into force of the agreement as long as that remuneration remains higher.

**10-1.03** Within the framework of adult education course sessions, the board shall proceed with a posting of at least five (5) working days, indicating the class of employment and inviting employees interested in working within the framework of adult education courses to apply to the authority designated by the board and according to the method prescribed. The board shall prepare a list of applicants and forward a copy thereof to the union.

**10-1.04** Priority shall be granted to the employees covered by the agreement who meet the requirements of the position.

If the number of employees who have applied exceeds the needs, priority shall be granted as follows:

- a) first, to the employee of the establishment who performs, during his or her regular workday, work similar to that required for adult education courses;
- b) according to seniority, from among the employees who perform, during the regular workday, work similar to that required for adult education courses;
- c) according to seniority, from among the employees of the establishment whose regular class of employment is the same as that required for adult education courses;
- d) according to seniority, from among the employees whose regular class of employment is the same as that required for adult education courses;
- e) according to seniority, from among the other employees meeting the requirements of the position.

If the board fails to fill the position according to the preceding provisions, it shall recall the persons referred to in subparagraph b) of clause 10-1.01 who worked during the preceding session. The recall shall be made by place of work, class of employment and according to the duration of employment.

Failing which, the board may hire any other outside person of its choice.

**10-1.05** The person referred to in subparagraph b) of clause 10-1.01 shall maintain his or her right to be recalled for a period of eighteen (18) months after he or she is laid off.

**10-1.06** This definition of duration of employment shall have no retroactive effect and shall apply as of July 1, 2000. Moreover, the duration of employment acquired on June 30, 2000 by employees shall continue to apply.

Duration of employment is the number of hours worked by a person since he or she was first hired to work within the framework of adult education courses, unless there is a work interruption of over twelve (12) months, in which case the time worked before the interruption shall not be counted.

On June 30 of each year, the duration of employment shall be calculated on a yearly and hourly basis, it being understood that one year is equal to 1 365 hours for technical and administrative support staff and at least 1 511 hours for labour support staff. The list of the duration of employment shall be forwarded to the union prior to August 25 of each year.

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

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- 10-1.07** This article does not apply to the employee of the board who is working for the adult education service and who is required by the latter to continue, in addition to or outside of his or her regular working hours, the work started during his or her regular work period.
- 10-1.08** The amounts due under subparagraph a) of clause 10-1.02 shall be paid within a maximum time limit of one (1) month after the employee submits the duly signed claim. The board shall provide the forms.
- 10-1.09** The employee or person referred to in this article shall be entitled to the procedure for settling grievances and arbitration prescribed in the agreement as regards the rights recognized in this article.
- 10-1.10** When an employee looks after, in addition to or outside of his or her regular working hours, the preparation, cleaning or supervision of rooms during adult education courses, the provisions of the article on the loan and rental of rooms or halls shall apply. Consequently, the employee shall be entitled to the overtime rate, where applicable.
- 10-2.00** **CAFETERIA EMPLOYEES AND STUDENT SUPERVISORS WORKING 15 HOURS OR LESS PER WEEK**
- 10-2.01** Only the clauses of this article and those to which this article specifically refers apply to student supervisors and cafeteria employees working fifteen (15) hours or less per week.
- 10-2.02** Employees referred to in the preceding clause shall be entitled to the following benefits:
- 1-1.00 Objective of the Agreement
  - 1-2.00 Relevant definitions
  - 1-3.00 Respect for Human Rights and Freedoms
  - 1-4.00 Sexual Harassment
  - 2-2.00 Recognition
  - 3-1.00 Posting
  - 3-2.00 Union Meetings and Use of Board Premises for Union Activities
  - 3-3.00 Documentation
  - 3-4.00 Union System
  - 3-7.00 Union Dues
  - 4-1.00 Labour Relations Committee
  - 5-4.00 Parental Rights: according to the terms and conditions prescribed in Appendix VI
  - 5-8.00 Civil Responsibility
  - 5-9.00 Work Accidents and Occupational Diseases: paragraph c) of clause 5-9.19 only
  - 6-1.00 Classification Rules
  - 6-2.00 Determination of Step
  - 6-3.00 Salary
  - 6-4.00 Travel Expenses
  - 6-7.00 Payment of Salary
  - 7-1.03 f) Procedure for Filling a Permanently Vacant or Newly Created Full-time Position
  - 7-1.04 c) Procedure for Filling a Permanently Vacant or Newly Created Part-time Position
  - 8-5.00 Health and Safety
  - 8-6.00 Clothing and Uniforms

- 8-7.00 Technological Changes
- 11-3.00 Local arrangements dealing with the benefits mentioned in this subparagraph
- 11-4.00 Interpretation of Texts
- 11-5.00 Coming into Force of the Agreement
- 11-6.00 Appendices dealing with the benefits mentioned in this subparagraph
- 11-7.00 Printing of the Agreement
- 11-8.00 Reprisals and Discrimination

**10-2.03** The applicable salary rate shall be increased by eleven percent (11%) in lieu of all fringe benefits, notably, paid legal holidays, sick-leave days and salary insurance benefits; as regards vacation, the employees shall be entitled to an amount equal to eight percent (8%) of the salary received.

The vacation allowance to which an employee is entitled is paid over each of his or her pays.

**10-2.04** Cafeteria employees and student supervisors in the employ of the board on the date of the coming into force of the agreement who, although working ten (10) hours or less per week, held a position within the meaning of the 1975-1979 agreement on the date of the signing of the 1979-1982 agreement, shall maintain the part-time employee status held on the date of the signing of the 1979-1982 agreement as long as their employment ties were not severed.

Cafeteria employees and student supervisors in the employ of the board on the date of the coming into force of the agreement who, although working fifteen (15) hours or less per week, held a position within the meaning of the former collective agreement on the date of the signing of the 1999-2002 agreement, shall maintain the part-time employee status held on the date of the signing of the 1999-2002 agreement as long as their employment ties were not severed.

**A2 10-2.05** Notwithstanding any provision to the contrary, any student supervisor required by the board to work in a day care service shall be remunerated as if he or she were working exclusively in the day care service in accordance with the provisions of paragraph c) of clause 10-3.02.

**10-2.06** The provisions of clause 7-2.03 also apply to the cafeteria employees referred to in clause 10-2.04 insofar as they are specifically referred to therein.

**10-2.07** Employees referred to in this article shall be entitled to the procedure for settling grievances and arbitration prescribed in the agreement as regards the rights recognized under this article. Employees shall also be entitled to the procedures for settling grievances and arbitration prescribed in Chapter 9-0.00 if they are dismissed for cause and have completed the equivalent of sixty (60) days actually worked or were in the employ of the board for a period of nine (9) consecutive months, whichever is the lesser period.

**10-2.08** If the employees referred to in clause 10-2.01 are laid off, the board shall proceed by place of work, class of employment and according to the inverse order of the duration of employment.

In the case of a recall, the board shall proceed 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 according to a list maintained at the board on which the board registers the employees laid off for less than eighteen (18) months who requested in writing to be registered on the list.

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

- 10-2.09** This definition of duration of employment shall have no retroactive effect and shall apply as of July 1, 2000. Moreover, the duration of employment acquired on June 30, 2000 by employees shall continue to apply.

Duration of employment is the number of hours worked by an employee since he or she was first hired to work as a student supervisor or a cafeteria employee, unless there is a work interruption of over twelve (12) months, in which case the time worked before the interruption shall not be counted.

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

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

- 10-2.10** In the case of the layoff of the employees referred to in clause 10-2.08, if more than one employee has an identical duration of employment, the board shall lay off employees starting with the employee who has the least weekly working hours. This provision shall not oblige the board to assign the employees in a position the same number of weekly working hours as they had previously.

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

**10-3.00 EMPLOYEES WORKING LESS THAN 15 HOURS IN A DAY CARE SERVICE UNDER THE AEGIS OF A BOARD**

- 10-3.01** Only the following provisions apply to employees working less than fifteen (15) hours in a day care service under the aegis of a board.

- 10-3.02** a) Employees referred to in the preceding clause shall be entitled to the following benefits:

- 1-1.00 Objective of the Agreement
- 1-2.00 Relevant definitions
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment

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2-1.00	Field of Application (subparagraph b) of paragraph E) of clause 2-1.01 and clause 2-1.02)
2-2.00	Recognition
3-1.00	Posting
3-2.00	Union Meetings and Use of Board Premises for Union Activities
3-3.00	Documentation
3-4.00	Union System
3-5.00	Union Representation
3-6.00	Leaves of Absence for Union Activities (with the exception of long-term leaves as well as participation in provincial committees)
3-7.00	Union Dues
4-1.00	Labour Relations Committee
5-4.00	Parental Rights: according to the terms and conditions of Appendix VI. The board and the union may agree, by local arrangement, on a maximum two (2)-year leave of absence without salary.
5-5.00	Participation in Public Affairs (with the exception of the provisions of clause 5-5.05)
5-7.00	Training and professional improvement required by the board (with the exception of the provisions of clause 5-7.10)
5-8.00	Civil Responsibility
5-9.00	Work Accidents and Occupational Diseases: paragraph c) of clause 5-9.19 only
6-1.00	Classification Rules
6-2.00	Determination of Step
6-3.00	Salary
6-4.00	Travel Expenses
6-6.00	Loan and Rental of Rooms or Halls
6-7.00	Payment of Salary
7-1.03 f)	Procedure for Filling a Permanently Vacant or Newly Created Full-time Position
7-1.04 c)	Procedure for Filling a Permanently Vacant or Newly Created Part-time Position
7-1.23 A) b)	Filling a Newly Created or Permanently Vacant Position of Person-in-charge During the Year
7-1.23 B) b)	Filling a Newly Created or Permanently Vacant Position of Educator During the Year
7-1.24	Increase in Workload
7-1.25	Addition of Working Hours
7-3.32	Filling a Newly Created or Permanently Vacant Position During the Year
8-4.00	Disciplinary Measures
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
8-7.00	Technological Changes
8-8.00	Software Changes
11-1.00	Deposits to a Savings Institution or Credit Union
11-2.00	Contributions to the Fonds de solidarité des travailleurs du Québec
11-3.00	Local arrangements dealing with the benefits prescribed in this paragraph
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-6.00	Appendices dealing with the benefits prescribed in this paragraph
11-7.00	Printing of the Agreement
11-8.00	Reprisals and Discrimination

- b) Employees referred to in this article shall be entitled to the procedure for settling grievances and arbitration prescribed in the agreement as regards the rights recognized under this article. Employees shall also be entitled to the procedure for settling grievances and arbitration prescribed in Chapter 9-0.00 if they are dismissed for cause and have completed the equivalent of sixty (60) days actually worked or have been in the employ of the board for a period of nine (9) consecutive months, whichever is the lesser period.
- c) The salary rate applicable shall be increased by eleven percent (11%) in lieu of all fringe benefits, namely, paid legal holidays, salary insurance benefits and sick-leave days.

As regards vacation, employees shall also receive an amount equal to eight percent (8%) of the salary received; the amount shall be paid at each pay period.

### **10-3.03 Duration of Employment**

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

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

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

### **10-3.04 Recall to Work**

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

When day care service employees are recalled to work, the following provisions apply:

- a) the board shall proceed by place of work, class of employment and duration of employment from among day care service employees;
- b) failing this, the board shall proceed by class of employment and duration of employment according to a list maintained at the board on which the board registers the day care service employees laid off for less than eighteen (18) months who requested in writing to be registered on the list.

The board and the union may agree on different terms and conditions.

### **10-3.05** When the board decides to fill a position of person-in-charge of a day care service of less than fifteen (15) hours, it shall proceed in the following order:

- a) it shall choose from among the employees in the day care service concerned who requested in writing to be considered for the position, according to the duration of employment;

- b) failing this, it shall choose from among employees from other day care services and from among employees laid off for less than eighteen (18) months who are registered on the list prescribed in clause 10-3.04 and who requested in writing to be considered for the position, according to the duration of employment;
- c) failing this, the board may hire any other person.

The board and the union may agree on other terms and conditions than those prescribed in this clause.

**10-3.06** A day care service employee who obtains, by application of the provisions of subparagraph a) or b) of clause 10-3.05, a position of person-in-charge of a day care service and for whom this constitutes a promotion, shall undergo a three (3)-month adaptation period. If, during that period, the board determines that the day care service employee has not performed his or her duties adequately, it shall inform the union and the employee shall either be reinstated in his or her former position or laid off, as the case may be.

The employee referred to in subparagraph a) or b) of clause 10-3.05 for whom the movement constitutes a promotion may decide to return to his or her former position or be laid off, as the case may be, within thirty (30) days of his or her appointment to the position of person-in-charge of a day care service.

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

**10-3.07** When the board fills a position of day care service educator of less than fifteen (15) hours, it shall proceed in the following order:

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

The board and the union may agree on different terms and conditions.

**10-3.08** For the purpose of applying the provisions of clauses 10-3.05 and 10-3.07, an employee must have the required qualifications and meet the other requirements determined by the board.

**10-3.09 Layoffs**

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

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

The same shall apply to a recall to work. However, in this case, the board shall first recall the day care service employee who has the most weekly working hours, subject to the first paragraph of clause 10-3.04.

The board and the union may agree on different terms and conditions as regards the movement of these employees.

#### **10-3.10 Addition of Working Hours**

The board shall proceed in the following manner as regards day care service employees, if, during the year, regular working hours must be added to those already prescribed, they shall be offered, in the day care service concerned, according to the duration of employment to the day care service employees who may add these hours to their schedule without it causing a conflict with the existing schedule.

The board and the union may agree on different terms and conditions.

#### **10-3.11 Activities and Administrative Duties**

With the immediate superior's prior consent, a day care service employee may benefit from remunerated time to plan and prepare activities and to participate in the meetings of the day care service.

With the immediate superior's prior consent, a person-in-charge of a day care service may benefit from remunerated time to carry out administrative duties related to his or her position.

The board and the union may agree on different terms and conditions.

#### **10-3.12 Disability**

An employee on disability leave shall be deemed on a leave of absence without salary for the duration of the disability period without exceeding a maximum period of eighteen (18) months. The employee shall be responsible for providing proof of his or her disability within seven (7) days of its onset.

#### **10-3.13 Local Arrangement**

The parties may agree on a local arrangement concerning the provisions of this article which specifically so stipulate.

#### **10-4.00 EMPLOYEES WORKING WITH HANDICAPPED STUDENTS INTEGRATED PARTIALLY OR TOTALLY INTO REGULAR CLASSES**

**10-4.01** Only those clauses of this article and those to which this article specifically refers apply to employees working with handicapped students integrated partially or totally into regular classes.

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

**10-4.02** Employees referred to in the preceding clause shall be entitled to the following benefits:

- 1-1.00 Objective of the Agreement
- 1-2.00 Relevant definitions
- 1-3.00 Respect for Human Rights and Freedoms
- 1-4.00 Sexual Harassment
- 2-2.00 Recognition
- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of Board Premises for Union Activities
- 3-3.00 Documentation
- 3-4.00 Union System
- 3-5.00 Union Representation
- 3-6.00 Leaves of Absence for Union Activities (provided that, pursuant to clause 3-6.09, the employee, upon his or her return, shall be reinstated in the duties he or she formerly performed, if these duties still exist)
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 4-2.00 Committees Prescribed under the Education Act
- 5-1.00 Special Leaves
- 5-2.00 Paid Legal Holidays
- 5-3.00 Life, Health and Salary Insurance Plans
- 5-4.00 Parental Rights, with the exception of the leave of absence without salary or partial leave of absence without salary to extend a maternity leave, a paternity leave or a leave for adoption prescribed in subparagraph a) of clause 5-4.29.
- 5-5.00 Participation in Public Affairs with the exception of the provisions of clause 5-5.05
- 5-6.00 Vacation
- 5-7.00 Training and Professional Improvement
- 5-8.00 Civil Responsibility
- 5-9.00 Work Accidents and Occupational Diseases. However, the employee, upon his or her return, shall be reinstated in the duties he or she performed before his or her departure, if they still exist.
- 5-10.00 Leaves of Absence without Salary (Except for the provisions of clauses 5-10.03 and 5-10.09, provided that, pursuant to clause 5-10.06, the employee, upon his or her return, shall be reinstated in the duties he or she performed before his or her departure, if they still exist.)
- 6-1.00 Classification Rules
- 6-2.00 Determination of Step
- 6-3.00 Salary
- 6-4.00 Travel Expenses
- 6-5.00 Premiums
- 6-7.00 Payment of Salary
- 7-1.03 f) Procedure for Filling a Permanently Vacant or Newly Created Full-time Position
- 7-1.04 c) Procedure for Filling a Permanently Vacant or Newly Created Part-time Position
- 8-2.00 Workweek and Working Hours
- 8-3.00 Overtime
- 8-4.00 Disciplinary Measures
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 8-7.00 Technological Changes
- 8-8.00 Software Changes
- 11-1.00 Deposits to a Savings Institution or Credit Union
- 11-2.00 Contributions to the Fonds de solidarité des travailleurs du Québec
- 11-3.00 Local arrangements dealing with the benefits mentioned in this paragraph
- 11-4.00 Interpretation of Texts
- 11-5.00 Coming into Force of the Agreement

- 11-6.00 Appendices dealing with the benefits mentioned in this paragraph
- 11-7.00 Printing of the Agreement
- 11-8.00 Reprisals and Discrimination

**10-4.03** Unless there are specific stipulations to the contrary, this article may not have the effect of granting the employee a benefit, monetary or nonmonetary, to which he or she would not have been entitled had he or she remained at work.

**10-4.04** The employee hired under this article shall undergo a probation period of sixty (60) days actually worked during which time the board may terminate his or her employment.

**10-4.05** This definition of duration of employment shall have no retroactive effect and shall apply as of July 1, 2000. Moreover, the duration of employment acquired on June 30, 2000 by employees shall continue to apply.

Duration of employment is the number of hours worked by a person since he or she was first hired to work with handicapped students integrated partially or totally into regular classes, unless there is a work interruption of over twelve (12) months, in which case the time worked before the interruption shall not be counted.

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

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

**10-4.06** During the school year, an employee may be temporarily laid off when the student or students with whom he or she is working is or are not present in school. The employee concerned shall be reinstated in his or her position when the student or students return(s) to school. The employee may also be laid off permanently when his or her services are no longer required.

**10-4.07** Notwithstanding the provisions of clause 10-4.06, the employee shall have ten (10) working days per fiscal year during which the board shall assign him or her to duties during the absence from school of the student or students with whom he or she is working. The days assigned shall be deducted in full half-days or full days from the ten (10) working days thus granted.

When the employee has used up the number of days granted under the preceding paragraph, the board shall lay off the employee or assign him or her to other duties at the board during the absence from school of the student or students with whom he or she is working.

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- 10-4.08** In the case of a recall, the board shall proceed 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 according to a list maintained at the board on which the board registers the employees laid off for less than eighteen (18) months who requested in writing to be registered on the list and who have the required qualifications and meet the other requirements determined by the board. The board and the union may agree on other terms and conditions regarding the recall to work by place of work.
- 10-4.09** Notwithstanding the provisions of clause 10-4.02, the board may, following a revision of the employee's workload, change his or her daily or weekly working hours. For the purpose of applying this clause, the employee shall be notified at least ten (10) working days in advance.
- 10-4.10** With the immediate superior's prior consent, a regular employee working with handicapped students integrated partially or totally into regular classes may benefit from remunerated time in order to plan or prepare activities.
- 10-4.11** Employees referred to in this article shall be entitled to the procedure for settling grievances and arbitration prescribed in the agreement as regards the rights recognized under this article.
- 10-5.00 EMPLOYEES WORKING AS SCHOOL BUS DRIVERS**
- 10-5.01** School bus drivers referred to in this article shall be entitled to the following clauses or articles of the agreement with the necessary changes:
- 1-1.00 Objective of the Agreement
  - 1-2.00 Relevant definitions
  - 1-3.00 Respect for Human Rights and Freedoms
  - 1-4.00 Sexual Harassment
  - 1-5.00 Equal Opportunity
  - 2-1.01 I) Field of Application
  - 2-2.00 Recognition
  - 3-1.00 Posting
  - 3-2.00 Union Meetings and Use of Board Premises for Union Purposes
  - 3-3.00 Documentation
  - 3-4.00 Union System
  - 3-5.00 Union Representation
  - 3-6.00 Leaves of Absence for Union Activities
  - 3-7.00 Union Dues
  - 4-1.00 Labour Relations Committee
  - 5-1.00 Special Leaves
  - 5-2.00 Paid Legal Holidays
  - 5-3.00 Life, Health and Salary Insurance Plans
  - 5-4.00 Parental Rights
  - 5-6.00 Vacation
  - 5-7.00 Training and Professional Improvement
  - 5-8.00 Civil Responsibility
  - 5-9.00 Work Accidents and Occupational Diseases
  - 5-10.00 Leaves of Absence Without Salary
  - 6-4.00 Travel Expenses
  - 6-7.00 Payment of Salary
  - 6-8.00 Regional Disparities
  - 7-5.00 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
9-2.00	Arbitration
9-3.00	Disagreement
11-3.00	Local Arrangements
11-4.00	Interpretation of Texts
11-5.00	Coming into Force of the Agreement
11-6.00	Appendices
11-7.00	Printing of the Agreement
11-8.00	Reprisals and Discrimination

**10-5.02** The following definitions apply specifically to school bus drivers:

**A) Assignment**

Number of daily hours of work during which a school bus driver carries out the runs specified in his or her weekly schedule.

**B) Class of Employment**

Heavy vehicle driver (school buses) found in the Classification Plan.

**C) Probationary School Bus Driver**

A qualified school bus driver who has been hired but who has not completed the probation period prescribed in subparagraph K) of clause 10-5.02 in order to become a regular school bus driver.

**D) Regular School Bus Driver**

A qualified school bus driver who has completed the probation period prescribed in subparagraph K) of clause 10-5.02 and is assigned to drive a school bus.

**E) Temporary School Bus Driver**

a) A qualified school bus driver 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 six (6) months, unless there is a written agreement with the union.

b) Notwithstanding the foregoing, the board may hire a qualified temporary school bus driver to replace an absent school bus driver for the duration of the absence.

A temporary school bus driver shall be dismissed when the school bus driver whom he or she was replacing resumes his or her position or when the position becomes permanently vacant or is abolished.

**F) Qualified School Bus Driver**

A school bus driver who has a driver's license with the appropriate class for the type of vehicle and a competency certificate to drive a school bus.

**G) Run**

All the routes that a school bus driver must carry out to transport students to and from the different schools mornings and afternoons.

**H) Weekly Schedule**

All the routes of the runs that make up a school bus driver's regular workweek according to his or her assignment.

**I) Layoff**

Temporary or permanent loss of employment subject to the provisions of clause 10-5.10.

**J) Regular Circuit**

Routes that make up the weekly schedule.

**K) Probation Period**

Period of employment that a newly hired school bus driver, other than a temporary school bus driver, must undergo in order to become a regular school bus driver. The duration of the probation period shall be sixty (60) days actually worked on regular circuits.

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

If a temporary school bus driver carries out a single replacement for more than six (6) months without any interruption from the time he or she was working as a replacement to the time the position became permanently vacant, the probation period to become a regular school bus driver shall be reduced by half.

**L) Position**

Specific assignment of a school bus driver to perform duties assigned by the board.

**M) Recall**

Recall to work following a temporary layoff.

**N) Route**

Circuit to be followed to pick up and drop off students at a school or schools in accordance with subparagraph Q) of clause 10-5.02.

**O) Late Bus**

Transportation of students of the school to the points on the route that constitute the circuit determined by the board.

**P) Salary**

Amount paid to a school bus driver under clauses 10-5.03 and 10-5.04.

**Q) Student Transportation**

Transportation of students from home to school and from school to home, Monday to Friday, during the school year.

**R) Extracurricular Bus Trip**

A trip other than a regular circuit.

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**Remuneration**
**10-5.03 Classification**

A school bus driver shall be assigned the class of employment of heavy vehicle driver found in the Classification Plan.

**A3 10-5.04 Salary**

The salary rates applicable to school bus drivers are as follows:

<b>Rate 1998-07-01 to 1998-12-31</b>	<b>Rate 1999-01-01 to 1999-12-31</b>	<b>Rate 2000-01-01 to 2000-12-31</b>	<b>Rate 2001-01-01 to 2001-12-31</b>	<b>Rate 2002-01-01 to 2002-12-31</b>	<b>Rate as of 2003-04-01</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
15.64	15.87	16.27	16.68	17.10	17.44

**10-5.05 Extracurricular Bus Trip**

Extracurricular bus trips are remunerated as follows:

- a) The travel time is remunerated at the rate prescribed in clause 10-5.04.
- b) The waiting time between trips is remunerated at \$8.50 per hour up to a maximum of 10 hours per day.

The waiting time is determined by the school bus driver and his or her immediate superior.

**10-5.06 Movement of Personnel**

These provisions do not guarantee the number of working hours prescribed in the schedule.

**10-5.07 Recall to Work at the Beginning of the School Year**

A school bus driver shall be recalled to work in the district in which he or she was located prior to his or her temporary layoff during the summer.

District includes the following localities:

- Matapédia
- Escuminac
- New Richmond
- New Carlisle
- Belle-Anse
- Gaspé
- Sept-Îles
- Baie Comeau

When a school bus driver is recalled to work at the beginning of the school year, he or she shall be reinstated in the position that he or she had at the end of the preceding school year.

#### **10-5.08 Vacant Position**

If a position becomes vacant, the board shall have a period of thirty (30) days in which to decide to abolish or modify the position.

If the board decides to fill a vacant or a newly created position, it shall proceed in the following order:

- a) it shall proceed by seniority from among the school bus drivers who indicated in writing their intention to be transferred; such a transfer must not have the effect of increasing student transportation costs;
- b) failing this, the board shall offer the position to a temporary school bus driver;
- c) failing this, the board may hire any person of its choice.

#### **10-5.09 Distribution of Extracurricular Bus Trips**

Regular school bus drivers interested in carrying out extracurricular bus trips must so request the board at the beginning of the school year. School bus drivers must express their choice, which choice shall apply for the entire school year.

Barring an emergency or an unforeseen event, the trips shall be distributed among the school bus drivers at least one week in advance.

The board shall assign an extracurricular bus trip to a school bus driver who has the most seniority from among those registered by district mentioned in clause 10-5.07.

Notwithstanding the first paragraph of this clause, the board shall not be required to assign an extracurricular bus trip to a regular school bus driver, if the trip interferes, in whole or in part, with his or her regular circuit, except if he or she renounces the regular circuit in order to become available to carry out the extracurricular bus trip in its entirety and provided that the board find an appropriate qualified replacement for his or her regular circuit.

The trips shall be assigned in an equitable manner by rotation according to seniority.

#### **10-5.10 Layoff**

##### **a) Temporary Layoff**

The board shall determine the approximate duration of each temporary layoff.

However, for the summer period, the temporary layoff shall be situated between the last day of class of one year and the first day of class of the following school year.

The board shall also determine the order in which temporary layoffs shall be carried out. Layoffs shall be carried out according to the inverse order of seniority and recalls to work shall be carried out according to seniority.

The board shall inform the school bus drivers concerned of the date and approximate duration of their layoff at least one month prior to the effective date of the layoff. A copy of the notice shall be sent simultaneously to the union.

**b) Permanent Layoff**

In the case where a position is abolished, the school bus driver concerned may displace a school bus driver with less seniority in his or her district provided that this does not have the effect of increasing student transportation costs. This paragraph also applies to the school bus driver who is displaced.

Following the application of the preceding paragraph, the board shall lay off the school bus driver so displaced.

A laid-off school bus driver must inform the board of any change of address or telephone number. Failing such a notice, the board shall not be responsible if it is unable to reach the school bus driver concerned.

**10-5.11 Seniority**

Seniority corresponds to the total period of employment of a regular school bus driver with the board. Seniority shall be acquired upon completion of the probation period but shall be retroactive to the beginning of that period.

Seniority is calculated in years, months and days.

Within sixty (60) days of the signing of the agreement, the board shall draw up a seniority list of regular school bus drivers and shall forward a copy to the union.

A regular school bus driver shall retain and accumulate his or her seniority in the following cases:

- a) when he or she is at work or his or her salary is maintained;
- b) when he or she is on a leave of absence with salary prescribed in the agreement;
- c) when he or she is absent from work because of an occupational disease or a work accident;
- d) when he or she is absent from work because of an accident or illness, other than an occupational disease or a work accident, for a period not exceeding twenty-four (24) months;
- e) when he or she is on a leave of absence without salary for a period of one month or less;
- f) when he or she is on a leave of absence without salary for union activities;
- g) when he or she is laid off temporarily in accordance with the provisions of paragraph a) of clause 10-5.10;
- h) when he or she is on a leave of absence in accordance with the provisions of article 5-4.00 of the agreement.

**10-5.12** A regular school bus driver shall retain his or her seniority but without accumulating it in the following cases:

- a) when he or she is on a leave of absence without salary for more than one month, unless otherwise specifically provided in the agreement;
- b) when he or she is laid off for a period not exceeding twenty-four (24) months;
- c) when he or she is absent from work because of an illness or an accident, other than an occupational disease or a work accident, for a period exceeding twenty-four (24) months.

**10-5.13** A regular school bus driver shall lose his or her seniority in the following circumstances:

- a) when his or her employment is permanently terminated;
- b) when he or she is laid off for a duration in excess of that mentioned in subparagraph b) of clause 10-5.12;
- c) when he or she refuses or fails to return to work without a valid reason within the seven (7) days of a recall to work.

No later than August 1 of each year, the board shall update the seniority list and forward a copy to the union.

The board shall forward a copy to each school bus driver.

The seniority list shall become official forty-five (45) days after the union receives a copy thereof, subject to the changes resulting from a grievance submitted before the list becomes official. However, a revision can be requested after the list becomes official but may not have any retroactive effect prior to the deposit of the grievance on action taken by virtue of the list.

**10-5.14 Workweek and Working Hours**

Subject to paragraph a) of clause 10-5.15, the regular workweek shall be divided from Monday to Friday. The duration of the regular workday shall be determined by the board and shall include the time required by the school bus driver to prepare and verify his or her vehicle.

Any reduction in the number of weekly working hours, except for those prescribed in the weekly schedule as well as the time required for the preparation and verification of the vehicle, must be submitted to the union for consultation in order to find alternatives which could prevent such a reduction.

**10-5.15 Work Year**

**Number of Workdays**

- a) The number of workdays of a school bus driver is equal to the number of days of class during which students are present at school in accordance with the school calendar determined annually by the board.

- b) When a class day is cancelled, no deduction shall be made on that day from the salary of those school bus drivers who were remunerated. However, if that day is made up on a pedagogical day, school bus drivers shall not be remunerated again for that workday.

**10-5.16 Right of Recourse**

A school bus driver shall be entitled to the procedure for settling grievances and arbitration when he or she feels wronged by the application of these clauses.

**10-5.17 Annual Medical Exam**

Unless there is a notice to the contrary, every year, school bus drivers must submit on or before their birthday a medical certificate in accordance with the directives of the school board.

**10-5.18 Refresher Course on School Bus Safety**

When a school bus driver is required to take a refresher course on school bus safety, the board must reimburse the costs associated with the course upon presentation of a certificate confirming that he or she attended the course diligently. If the school bus driver receives an allowance or any other amount from another source, he or she must remit the amount thus received to the board up to the amounts reimbursed by the board.

**10-5.19 Electricity and Snow Removal Costs**

With the prior consent of the board, electricity and snow removal costs incurred for the school bus shall be reimbursed in accordance with the norms of the board.

**CHAPTER 11-0.00 MISCELLANEOUS PROVISIONS****11-1.00 DEPOSITS 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 the 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 signed such an authorization the amount that he or she indicated as a deduction for deposit at the said savings institution or credit union.

**11-1.04** Thirty (30) days after an employee has given written notice to this effect, the board shall cease to deduct the employee's contribution to the savings institution or credit union.

**11-1.05** The amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

**11-1.06** The list of changes to be made in deductions shall be accepted only between October 1 and 31 and between February 1 and 28 of each year.

**11-1.07** The provisions of article 11-1.00 apply, by making the necessary changes, to an employee who wishes to purchase government savings bonds.

**11-2.00 CONTRIBUTIONS TO THE FONDS DE SOLIDARITÉ DES TRAVAILLEURS DU QUÉBEC**

**11-2.01** The union shall notify the board of its intention to encourage employees to contribute to the Fonds de solidarité des travailleurs du Québec. It shall forward a standard membership form to the board.

**11-2.02** The board shall collaborate in facilitating this operation.

**11-2.03** Thirty (30) days after the union has forwarded the authorization for deductions to the board, the latter shall deduct from each salary payment of the employee who signed such an authorization the amount that he or she indicated as a deduction for deposit in the Fonds.

**11-2.04** Thirty (30) days after an employee has given written notice to this effect, the board shall cease to deduct the employee's contribution to the Fonds.

**11-2.05** The notices of changes to be made in deductions shall be forwarded to the board only between October 1 and 31 and between February 1 and 28 of each year.

**11-2.06** The board must forward the amounts thus deducted to the Fonds along with the name, reference number as provided by the Fonds and social insurance number of each employee contributing to the Fonds. The board shall forward the amounts on a monthly basis.

**11-2.07** The board shall not be liable for any act or omission on its part that occurs in deducting amounts from the employee's salary in accordance with the provisions of this article.

As soon as the board is informed of any act or omission, it shall attempt to rectify the situation.

**11-3.00 LOCAL ARRANGEMENTS**

**11-3.01** Only the local arrangements in effect on June 30, 1999 continue to apply until such time as the board and the union do not replace them by new provisions as prescribed herein.

**11-3.02** No local arrangement may directly or indirectly amend a provision of the agreement which cannot be the subject of a local arrangement.

**11-3.03** The board and the union may, following the coming into force of the agreement, agree on working conditions different from those prescribed in this entente for a group of employees or for all employees. The duration of the arrangements cannot exceed the duration of this entente.

**11-3.04** The following articles may be the subject of a local arrangement:

- 3-1.00 Posting
- 3-2.00 Union Meetings and Use of Board Premises for Union Activities
- 3-3.00 Documentation
- 3-4.00 Union System
- 3-5.00 Union Representation
- 3-7.00 Union Dues
- 4-1.00 Labour Relations Committee
- 5-8.00 Civil Responsibility
- 5-10.00 Leaves of Absence Without Salary
- 6-4.00 Travel Expenses
- 6-6.00 Loan and Rental of Rooms or Halls
- 6-7.00 Payment of Salary
- 7-5.00 Contracting Out
- 8-5.00 Health and Safety
- 8-6.00 Clothing and Uniforms
- 8-8.00 Software Changes
- 10-3.00 Employees Working Less than 15 Hours in a Day Care Service Under the Aegis of a Board: clause 10-3.13
- 11-1.00 Deposits to a Savings Institution or Credit Union
- 11-2.00 Contributions to the Fonds de solidarité des travailleurs du Québec

**11-3.05** In the case of subjects prescribed in this clause, only the clauses and other provisions specifically referred to may be the subject of a local arrangement:

- 5-1.00 Special Leaves: provisions of subparagraph h) of clause 5-1.01 and last paragraph of clause 5-1.02
- 5-2.00 Paid Legal Holidays: provisions of clause 5-2.02 concerning the distribution of days before July 1 of each year
- 5-6.00 Vacation: clauses 5-6.02 to 5-6.07
- 5-7.00 Training and Professional Improvement: clauses 5-7.01 to 5-7.09
- 6-5.01 Night Shift Premium: conversion of the premium into compensatory time-off
- 7-1.00 Movement of Personnel: time limits prescribed in subparagraph c) of clause 7-1.03, provisions of clause 7-1.06, second paragraph of subparagraph b) of clause 7-1.11 and clause 7-1.20
- 7-3.00 Security of Employment: clause 7-3.10
- 7-4.00 Partial Disability: clause 7-4.03
- 8-2.00 Work Schedule: clauses 8-2.08, 8-2.09 and 8-2.11
- 8-3.00 Overtime: clauses 8-3.02, 8-3.03, 8-3.04 and 8-3.08
- 8-4.00 Disciplinary Measures: article 8-4.00 with the exception of clause 8-4.06
- 8-7.00 Technological Changes: article 8-7.00 with the exception of clauses 8-7.01 and 8-7.07
- 10-2.00 Student Supervisors and Cafeteria Employees Working 15 Hours or Less per Week: clause 10-2.08.

**11-3.06** The board or the union may give an eight (8)-day written notice of its intention to meet the other party for the purposes of discussing the replacement of one or more provisions of the agreement which could be the subject of local arrangements within the prescribed time limits, if any.

**11-3.07** To be considered valid, an agreement must meet the following requirements:

- a) it must be concluded within a time limit of one hundred and twenty (120) days of the date of the coming into force of the agreement. The parties may, by agreement, extend the time limit;
- b) it must be in writing;
- c) the board and the union must sign it through their authorized representatives;
- d) any clause thus modified must appear in the agreement;
- e) it must be filed in accordance with the provisions of the Labour Code;
- f) the effective date of the application of the agreement must be specified therein and may in no case be prior to the coming into force of the agreement and, unless indicated otherwise, shall be valid for the term of the agreement.

**11-3.08** No provision of this article may give rise to the right to strike or to lockout nor may it lead to a dispute as defined in the Labour Code.

**11-3.09** Any local arrangement may be annulled or replaced by a written agreement between the board and the union and it must meet the requirements of subparagraphs b), c), d), e) and f) of clause 11-3.07.

**11-3.10** At the union's request, the board shall release, without loss of salary or reimbursement, a maximum of three (3) employees designated by the union in order to participate in the joint meetings required to discuss the provisions arising from this article. The employee must notify his or her immediate superior of any absence.

**11-4.00 INTERPRETATION OF TEXTS**

**11-4.01** The French text constitutes the official text of the agreement.

**11-4.02** All the clauses of the agreement to which the reference "Protocol" was added are included in the text of the agreement for the sole purpose of informing the board and the union of the objectives sought by the provincial negotiating parties in negotiating and concluding agreements on the provisions of the collective agreements in the education sector. The board and the union shall in no way be held responsible nor be subjected to the procedure for settling grievances prescribed in the agreement.

**11-4.03** The "1990-1995 collective agreement" refers to the 1990-1991 entente and its extensions until June 30, 1995.

**11-5.00 COMING INTO FORCE OF THE AGREEMENT**

**A3 11-5.01** The agreement comes into force on the date it is signed and expires on June 30, 2003 and shall not have any retroactive effect, unless specifically provided otherwise.

**11-5.02** Unless there are specific stipulations to the contrary, the agreement shall replace every former collective agreement concluded between the board and the union.

**11-5.03** However, the working conditions prescribed in the agreement continue to apply until the signing of a new collective agreement.

**11-6.00 APPENDICES**

**11-6.01** The appendices are an integral part of the agreement.

**11-7.00 PRINTING OF THE AGREEMENT**

**11-7.01** The text of the agreement shall be printed at the expense of the CPNCA. The same applies to the Classification Plan. The provincial negotiating union party shall be entitled to copies of the agreement in a quantity sufficient to permit a distribution to each of the employees it represents as well as to all of its affiliated unions.

**11-7.02** The English translation of the official French text shall also be available to the employees and unions concerned.

**11-7.03** The time limits prescribed in the grievance procedure shall be extended until such time as the provincial negotiating union party receives copies of the agreement in a quantity sufficient to permit a distribution to all of its members.

**11-8.00 REPRISALS AND DISCRIMINATION**

**11-8.01** No board or union representative shall be subjected to any sort of reprisal or discrimination during or following the carrying out of his or her duties.

IN WITNESS WHEREOF, the parties to this agreement have signed in Montréal on this 3<sup>rd</sup> day of May 2000.

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

EASTERN SHORES INDEPENDENT  
ASSOCIATION FOR SUPPORT  
PERSONNEL

(signed) François Legault  
\_\_\_\_\_  
François Legault  
Ministre de l'Éducation

(signed) Bernard Huot  
\_\_\_\_\_  
Bernard Huot  
President, CPNCA

(signed) Michael Chesser  
\_\_\_\_\_  
Michael Chesser  
Vice-president

(signed) Hilaire Rochefort  
\_\_\_\_\_  
Hilaire Rochefort  
Vice-president, CPNCA

(signed) Janice Beaudin  
\_\_\_\_\_  
Janice Beaudin  
Executive Secretary

(signed) Diane Ratcliffe  
\_\_\_\_\_  
Diane Ratcliffe  
President, QESBA

(signed) Melody Bell  
\_\_\_\_\_  
Melody Bell  
Negotiator, QESBA

(signed) Michel Bouchard  
\_\_\_\_\_  
Michel Bouchard  
Spokesperson  
Negotiator, MEQ

(signed) Peter Drysdale  
\_\_\_\_\_  
Peter Drysdale  
Spokesperson

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**APPENDIX I**

**SUPPORT STAFF**

**HOURLY SALARY SCALES AND RATES FOR THE PERIODS FROM:**

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

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## HOURLY SALARY SCALES AND RATES

## I- CATEGORY OF TECHNICAL AND PARATECHNICAL SUPPORT POSITIONS

## I-1 Subcategory of Technical Support Positions

Class of employment: **Nurse**

Week: 35 hours

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

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

Class of employment: **Food Management Technician**

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

Class of employment: **School Transportation Inspector**

Week: 35 hours

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

Class of employment: **Offset Duplicator Operator**

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

Class of employment: **Binder**

Week: 35 hours

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

Class of employment: **Student Supervisor**

Week: 35 hours

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

Class of employment: **Swimming Pool Supervisor**

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

Class of employment: **Office Assistant**

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

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

Week: 35 hours

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

Class of employment: **Secretary**

Week: 35 hours

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

Class of employment: **School Secretary**

Week: 35 hours

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

Class of employment: **Executive Secretary**

Week: 35 hours

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

Class of employment: **Telephone Operator**

Week: 35 hours

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

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

Week: 38.75 hours

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

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

## III-2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

<b>Classes of employment</b>	<b>Rates 1998-07-01 to 1998-12-31</b>	<b>Rates 1999-01-01 to 1999-12-31</b>	<b>Rates 2000-01-01 to 2000-12-31</b>	<b>Rates 2001-01-01 to 2001-12-31</b>	<b>Rates 2002-01-01 to 2003-03-31</b>	<b>Rates as of 2003-04-01</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Heavy Vehicle Driver Assistant</b>	13.68	13.89	14.24	14.60	14.97	15.27
<b>Trades Helper</b>	14.01	14.22	14.58	14.94	15.31	15.62
<b>General Kitchen Helper</b>	13.07	13.27	13.60	13.94	14.29	14.58
<b>Laundryman</b>	13.37	13.57	13.91	14.26	14.62	14.91
<b>Caretaker (9 275 m<sup>2</sup> or more)</b>	16.08	16.32	16.73	17.15	17.58	17.93
<b>Caretaker (less than 9 275 m<sup>2</sup> )</b>	14.59	14.81	15.18	15.56	15.95	16.27
<b>Night Caretaker (9 275 m<sup>2</sup> or more)</b>	15.50	15.73	16.12	16.52	16.93	17.27
<b>Night Caretaker (less than 9 275 m<sup>2</sup> )</b>	14.23	14.44	14.80	15.17	15.55	15.86
<b>Light Vehicle Driver</b>	13.68	13.89	14.24	14.60	14.97	15.27
<b>Heavy Vehicle Driver</b>	15.64	15.87	16.27	16.68	17.10	17.44
<b>Cook, class III</b>	14.78	15.00	15.38	15.76	16.15	16.47
<b>Cook, class II</b>	16.34	16.59	17.00	17.43	17.87	18.23
<b>Cook, class I</b>	17.01	17.27	17.70	18.14	18.59	18.96

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

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## APPENDIX II

### MOVING EXPENSES

1. The provisions of this appendix aim to determine that to which an 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 apply to an employee only if the Provincial Relocation Bureau accepts that the relocation of the employee necessitates his or her moving.

Moving of hall be deemed necessary if it takes place and 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 Personal Effects

3. The board of hall 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 of he supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
4. However, the board oshall 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. of hall 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 oshall pay the costs of storing the employee's furniture and personal effects and those of his or her dependants, for a period not exceeding two (2) months.

#### Concomitant Moving Expenses

6. The board oshall 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 of he 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 oeven hundred and fifty dollar (\$750)-moving allowance payable to the displaced married employee oshall also be payable to the single employee who maintains a domicile.

#### Compensation for Lease

7. The employee referred to in paragraph 1 of hall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the board of hall pay the equivalent of one (1) month's rent. If there is a lease, the board oshall 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 sublease shall be assumed by the board.

#### **Reimbursement of Expenses Inherent to the Sale of a House**

9. The board shall reimburse, relative to the sale of the relocated employee's principal house-residence, the following expenses:
- a) the real estate agent's fees upon presentation of the contract with the real estate agent immediately after its signing, 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 his or her 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 safekeeping costs of the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse, for a period not exceeding three (3) months, the following expenses:
- a) municipal and school taxes;
  - b) interest on the mortgage;
  - c) cost of the insurance premium.
11. In the case where a relocated employee chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this paragraph in order to avoid a double financial burden to the employee-owner 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. The original board shall reimburse the moving expenses prescribed in this appendix within sixty (60) days after the employee submits supporting vouchers.

The employee who believes he or she has been wronged by the application of this appendix shall be entitled to file a grievance in accordance with the procedure prescribed in article 9-1.00 even if this agreement no longer applies to him or her.

**APPENDIX III**

**SABBATICAL LEAVE WITH DEFERRED SALARY**

CONTRACT SIGNED

BETWEEN

\_\_\_\_\_ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

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

HEREINAFTER CALLED THE EMPLOYEE

**SUBJECT: SABBATICAL LEAVE WITH DEFERRED SALARY****I- Duration of Contract**

This contract comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

The contract may expire on another date under the circumstances and according to the terms and conditions provided for in sections V to XI herein but no later than \_\_\_\_\_.

**II- Duration of Sabbatical Leave**

- The duration of the sabbatical leave shall be \_\_\_\_\_, that is, from \_\_\_\_\_ to \_\_\_\_\_.
- On returning to the board, the employee shall be reinstated in his or her position. If his or her position was abolished or if the employee was displaced 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.
- 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 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.
- The duration of the leave must be for at least six (6) consecutive months and cannot be interrupted under any circumstances, regardless of the duration prescribed in clause 5-11.02.
- During the sabbatical leave, the employee cannot receive any remuneration from the board or from another person or company with which the board has ties other than the amount corresponding to the percentage of his or her salary determined in section III for the duration of the contract.
- Notwithstanding any benefit and condition from which the employees may benefit 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 5-11.02 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;
  - accumulation of redeemable 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 by virtue of the provisions of section III.
  - c) For the purposes of vacation, the sabbatical leave shall constitute active service. It is understood that, during the term of the contract, including the sabbatical leave, vacation shall be remunerated at the salary rate provided for in section III herein.
  - 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 contemplated by 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 Plan, 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 reimburse<sup>1</sup> 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 have been 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 the terms of this contract.

- C) The sabbatical leave is in progress.

The amount owing by one party or the other shall be calculated in the following manner:

- Salary received by the employee during the term of the contract minus the salary to which he 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.

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

**VI- Layoff or Dismissal of Employee**

In the event of the layoff or dismissal of the employee, this contract shall expire on the effective date of the layoff or dismissal. The conditions prescribed 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 (12<sup>th</sup>) month and the provisions of section V of this contract shall apply.

**VIII- Placement in Surplus of 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, the provisions of section II herein concerning the relocated employee apply.

**IX- Death of Employee**

In the event of the employee's death during the term of this contract, the contract shall expire on the date of the employee's death and the conditions prescribed in section V shall apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

**X- Disability****A) Disability develops during the sabbatical leave**

For the purposes of applying the provisions of clause 5-3.34, 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 ensuing from the application of the provisions of clause 5-3.34 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 sabbatical leave**

The employee shall continue to participate in this contract and the salary insurance benefit resulting from the application of the provisions of clause 5-3.34 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. An employee 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 5-3.34 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 5-3.34 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 5-3.34 shall be based on his or her regular salary.

**D) Disability lasts for more than two years**

At the end of the two (2)-year period, this contract shall expire and the conditions prescribed in section V shall then apply by making the necessary changes. However, the board shall not make any monetary claim, if the employee is required to reimburse the board as a result of the application of the provisions of section V.

**XI- Employment Injury or Work Accident**

Should an employment injury or work accident occur, the provisions of article 5-9.00 shall apply on the date of the employment injury or work accident; 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 and the provisions of section V herein shall then apply.

**XII- Maternity Leave (20 weeks) and Leave for Adoption (10 weeks)**

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

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

**APPENDIX IV****CLASSIFICATION OF CERTAIN EMPLOYEES**

- A3** This appendix applies solely to employees for whom the agreement constitutes a first agreement and to employees who receive a first accreditation before June 30, 2003.

In this case, the board shall send employees a notice confirming the class of employment and the step held and shall also send a copy to the union.

An employee whose classification has been confirmed and who claims that the duties he or she is required to perform principally and customarily by the board correspond to a different class of employment may submit a classification grievance within ninety (90) days after he or she receives a classification notice. The union may also lodge a grievance stating 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 after the classification grievance is received.

In the case of an unsatisfactory reply or failing a reply within the time limit prescribed, the employee or union may, within thirty (30) working days of the expiry of the time limit prescribed for the reply, submit a grievance to arbitration according to the procedure prescribed in clause 6-1.16.

In this case alone shall the arbitrator's mandate be to determine the class of employment in the Classification Plan in which the employee should have been classified and the salary step. If the arbitrator cannot establish similarity between the characteristic duties the employee is required to perform principally and customarily by the board and a class of employment provided for in the Classification Plan, the provisions of clauses 6-1.08 to 6-1.18 shall apply.

The decision shall be retroactive to the accreditation date even if that date is prior to July 1, 1999; in this case, the applicable scales shall be those in effect for each year of the agreement ending on June 30, 1999.

**APPENDIX V**

**PARENTAL RIGHTS**

- 1) The government shall undertake to guarantee that, as of the date of the coming into force of the agreement, an employee may receive, during her maternity leave, the full or partial compensation payable by the board under Section II of article 5-4.00, regardless of the changes made to the eligibility criteria for employment insurance which could arise after 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.
- 2) Should any change occur in the federal employment insurance plan with respect to parental rights, it is agreed that the provincial negotiating parties shall meet to discuss the possible impact of these changes on the parental rights plan prescribed in article 5-4.00 of the agreement.

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

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

**APPENDIX VI****SPECIAL PROVISIONS CONCERNING PARENTAL RIGHTS**

This appendix applies to the employees specifically referred to in the agreement under the conditions mentioned. The employees concerned shall be entitled to parental rights, subject to the following terms and conditions:

- a) to be eligible for parental rights, an employee must have worked at the board for at least twenty (20) weeks during the twelve (12) months preceding the leave;
- b) an employee shall be entitled to parental rights only for the period during which he or she would have actually worked;
- c) an employee shall not be entitled to the provisions of article 5-4.00 concerning the extension of the maternity leave, paternity leave or leave for adoption other than those prescribed in subparagraph b) of clause 5-4.29 according to the terms and conditions stipulated therein;
- d) an employee's weekly salary is the average weekly salary of the last five (5) months; the layoff period shall not be taken into account in calculating the average weekly salary;
- e) the employee referred to in subparagraph b) of paragraph B) of clause 2-1.01 who has not worked for six (6) months since he or she was hired as well as the employees referred to in articles 10-1.00, 10-2.00 and 10-3.00 shall not be entitled to the provisions of clause 5-4.16 and the special leave prescribed in clause 5-4.22 shall not be paid.

**APPENDIX VII****LOAN OF SERVICE CONTRACT  
BETWEEN A BOARD, AN EMPLOYEE  
AND A COMMUNITY ORGANIZATION**

1. The organization shall retain the services of the employee for the purposes of this contract for the period from \_\_\_\_\_ to \_\_\_\_\_ .
2. For the duration of this contract, an employee shall be entitled to a leave without loss of salary in accordance with the terms and conditions of payment prescribed by his or her board.
3. The employee agrees that the provisions concerning paid legal holidays, working days, work schedule, vacation and overtime applicable to him or her during the period covered by this contract are those prescribed by the organization for the group of employees to which he or she belongs. In the case of overtime, the cost shall be borne by the organization.
4. For the duration of this contract, an employee shall be entitled to the benefits to which he or she would have been entitled under his or her agreement had he or she been working in his or her board, provided that they be compatible with his or her new working conditions and the provisions of this contract.

**Concordance Provisions**

- a) If, during the loan of service, the number of paid legal holidays granted by the organization is less than that to which the employee is entitled under his or her agreement, the board shall pay the employee the paid legal holidays thus lost in accordance with the provisions of the agreement.
  - b) If an employee is unable to use all the days of vacation provided for under his or her agreement as a result of this contract, the days of vacation thus lost shall be recovered upon his or her return to the board in accordance with the agreement.
5. For the duration of this contract prescribed in article 1, the organization shall reimburse the board, on a monthly basis, fifty percent (50%) of the employee's salary, according to the board's monthly invoice.
  6. Should the organization fail to pay the amounts indicated in article 5 within the time limits allotted, this contract shall be cancelled automatically and the employee shall return to the board.
  7. One of the parties may terminate this contract provided that it has given a ten (10)-day written notice to the other two parties.
  8. On returning to the board, the employee shall be reinstated in his or her position. If the position was abolished or if the employee was displaced 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.

**APPENDIX VIII****EQUAL OPPORTUNITY**

When the board undertakes to implement an equal opportunity program, it shall consult the union through the Labour Relations Committee.

The consultation shall focus on the following:

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

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

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

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**APPENDIX IX****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 on a weekly or annual basis for a period of one (1) to five (5) years. The proportion of the number of hours worked<sup>1</sup> per week must not be less than forty percent (40%) of the regular workweek or less than a number of regular hours equal to forty (40%) of the number of regular hours in a work year in relation to the regular workweek provided for his or her class of employment.
2. Only a regular full-time employee or a regular part-time employee as well as an employee referred to in article 10-4.00 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 or 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 benefit from 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 benefit from the plan as well as the distribution of the work 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. The request for the progressive retirement plan shall be subject to the prior approval of the board, which shall take into account the needs of the department.
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.
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.

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

9. During the progressive retirement period, the board shall pay its share of the contribution to the health insurance plan on the basis of the employee's time worked prior to the agreement. For the term of the agreement, the employee shall be entitled to the standard life insurance plan to which he or she was entitled prior to the agreement.
10. During the progressive retirement period, the employee shall be considered, for the purpose of movement of personnel as stipulated in article 7-3.00, on the basis of his or her time worked prior to the plan. However, the salary protection provided for in article 7-3.00 shall be calculated on the basis of the number of hours worked during the period covered by the plan.
11. The board and the employee shall sign, where applicable, the agreement stipulating the terms and conditions relating to the progressive retirement plan.
12. During the progressive retirement period, the pensionable salary for the purpose of the pension plans (CSSP, RREGOP and TPP) for the years or parts of years 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.
13. 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.
14. 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 collective 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.
15. Where applicable, the board shall fill the number of hours not worked by the employee who is participating in the plan according to the provisions of clauses 7-1.10 and 7-1.11 of the agreement.
16. Upon the expiry of the agreement, the employee shall be considered as having resigned and shall be pensioned off.
17. Except for the clauses in which an employee is specifically referred to this appendix, the other clauses also apply to an employee referred in article 10-4.00, subject to the benefits mentioned in clause 10-4.02 of the agreement.

**PROGRESSIVE RETIREMENT PLAN**

AGREEMENT CONCLUDED

BETWEEN

\_\_\_\_\_ SCHOOL BOARD

hereinafter called the board

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

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

hereinafter called the employee

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**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 3 and 4 found hereinafter.

**2. Time worked**

For the duration of the agreement, the number of hours worked<sup>1</sup> by the employee shall be equal to \_\_\_\_\_% of the regular workweek or represents, in the case of a reduction of the time worked on an annual basis, a number of regular hours worked equal to \_\_\_\_\_% of the regular hours worked in relation to the work year, that is, from \_\_\_\_\_ to \_\_\_\_\_ for each fiscal year of the agreement.

Notwithstanding the preceding paragraph, the board and the employee may agree to change the percentage provided 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. Changes to the dates set for the beginning and expiry of the agreement**

Should the employee not be eligible to retire upon the expiry of the agreement due to circumstances beyond his or her control as stipulated by regulation, the agreement shall be extended until such time as he or she is entitled to a pension, even if the total progressive retirement period exceeds five (5) years.

Any change to the dates set for the beginning and expiry of the agreement must be approved by CARRA beforehand.

<sup>1</sup> The number of hours worked by an employee who occupies a position of a cyclical or seasonal nature or who works within the framework of article 10-4.00 must not be less than forty percent (40%) of the regular hours worked on an annual basis.

**4. Nullity or termination of the agreement**

- A) In the event of the retirement, resignation, layoff, dismissal or death of the employee or, where applicable, upon expiry of the extension agreed to under clause 3, the agreement shall expire on the date on which the event occurs.
- B) The same applies in the event of the employee's withdrawal, which can only occur with the approval of the board.
- C) The agreement shall also terminate if the employee is relocated to another employer as a result of the application of the provisions of the agreement, unless the new employer agrees to continue the agreement according to the terms and conditions which it determines and provided that this meets the approval of CARRA.
- D) If the agreement becomes null or terminates due to circumstances mentioned previously or stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner stipulated by regulation.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20 \_\_\_\_.

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

\_\_\_\_\_  
Employee

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

**APPENDIX X****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 subparagraph a) of clause 7-1.03 of this agreement.

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**APPENDIX XI****WORKING TIME REDUCTION PROGRAM**

1. The working time reduction program enables an employee to improve his or her quality of life while permitting the board to effect savings which could result in the protection of jobs.
2. The program is optional. Only employees who hold full-time positions with the board and who are not on another leave under the agreement at the time when they apply for the program shall be eligible.
3. The board may, following an employee's written request, reduce his or her working time for a period agreed upon, without however exceeding twelve (12) months.  
  
The leave may be renewed under the same terms and conditions as those prescribed in the preceding paragraph.
4. The board and the employee agree on a reduced number of working hours and establish a work schedule based on one of the options listed hereinafter or any other option:
  - a) **For technical and administrative support staff**
    - 32 hours over four (4) days;
    - 30 hours over four (4) or five (5) days;
    - 31 and a half hours over four and a half (4 ½) days.
  - b) **For labour support staff**
    - 34 hours over four (4) days;
    - 35 hours over five (5) days;
    - 36 hours over four (4) days.
  - c) A reduction of one day from the regular workweek.
  - d) A reduction of the number of working days in the school year, namely:
    - predetermined days per month (e.g. 2 days per month);
    - or
    - a predetermined number of days (e.g. 30 days) in the school calendar on dates agreed upon.
5. Following an agreement with the board, the employee may cease to participate in the program.
6. The salary including all other benefits shall be calculated in proportion to the time worked during the program. However, an employee shall be entitled to the vacation period prescribed in the agreement as if he or she were not participating in the program.  
  
Notwithstanding the preceding paragraph, the employee's status shall be maintained for the duration of the program.
7. The employee shall continue to accumulate his or her seniority while he or she participates in the program.

8. The hours worked by an employee who participates in the program in addition to those prescribed in his or her schedule shall be considered as overtime, provided they exceed the number of hours of his or her regular workweek in effect prior to the date on which the program began.
  
9. During the period when the working time is reduced as prescribed in the program, the board shall continue to pay its contributions to CARRA for the employee who continues to pay his or her required contributions, under the applicable pension plan, up to a maximum of twenty percent (20%) of full time on a yearly basis. Subsequently, a full year of service and an equivalent pensionable salary shall be recognized for the employee.
  
10. To be eligible for the program, an employee must have completed at least thirty-six (36) months of service with the board or another employer covered by RREGOP, TPP or CSSP.  
  
Moreover, the cumulative absences without salary of the employee concerned must not exceed five (5) years in the course of his or her career. Any maternity, paternity or adoption leave of which an employee availed himself or herself up to a maximum of three (3) years shall not be counted.
  
11. The working time reduction program is temporary and remains in force until the agreement is renewed.

**MODEL LETTER OF AGREEMENT**

**WORKING TIME REDUCTION PROGRAM**

**LETTER OF AGREEMENT CONCLUDED**

**BETWEEN**

The \_\_\_\_\_ School Board  
hereinafter called the board

**AND**

Surname: \_\_\_\_\_ Given name: \_\_\_\_\_

Address: \_\_\_\_\_  
hereinafter called the employee

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**SUBJECT: WORKING TIME REDUCTION PROGRAM**

**I Term of agreement**

This agreement comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

**II Schedule**

The board and the employee agree on a reduced number of working hours to be scheduled as follows:

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

**III Salary and premiums**

For the term of this agreement, the employee shall receive \_\_\_\_\_% of the salary and premiums to which he or she is entitled under the agreement.

**IV Benefits**

- a) The following benefits shall be computed in proportion to the time worked during the program:
  - special leaves;
  - paid legal holidays;
  - salary insurance;
  - redeemable sick-leave days;
  - parental rights;
  - work accidents and occupational diseases.
- b) An employee shall be entitled to the vacation prescribed in the agreement as if he or she were not participating in the program.
- c) An employee shall be remunerated for the overtime carried out in addition to the hours prescribed in his or her schedule, provided they exceed the number of hours of his or her regular workweek in effect prior to the date on which the program begins.
- d) An employee shall continue to accumulate his or her seniority.

**V Pension plan**

The board shall continue to pay its contributions to CARRA for the employee who continues to pay the required contributions.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_.

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

\_\_\_\_\_  
Employee

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

**APPENDIX XII****COMPUTERIZED BILLING OF GROUP INSURANCE PREMIUMS**

The following special provisions apply to the board that accepts to replace the current self-billing system<sup>1</sup> for personal group insurance premiums with a computerized billing system:

A) Clause 5-3.10 is amended by adding the following paragraph:

The insurer shall establish the total amount of an employee's premiums for each pay period and shall forward it to the board by computerized listing in order to carry out the deduction.

B) Clause 5-3.21 is replaced with the following:

**5-3.21** 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 a 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 and 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.

C) Clause 5-3.28 is amended by adding the following paragraph:

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.

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<sup>1</sup> The main difference between the two billing systems is as follows:

- . under the self-billing system, the board establishes the cost of each 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.

- D) Clause 5-3.31 is replaced with the following:

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 unless, at his or her request, he or she does not wish to continue to participate in the plan during his or her leave. For the employee who wishes to continue to participate in 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 5-3.30, the employee on a leave without salary for more than twenty-eight (28) days may remain covered by the plan by so requesting the insurer. In this case, the insurer will claim directly from the employee the total amount of the premiums due, including the board's share.

**APPENDIX XIII****TRANSITIONAL MEASURES  
CONCERNING DAY CARE SERVICE EMPLOYEES  
UNDER THE 1999-2002 COLLECTIVE AGREEMENT**

With the creation of day care service positions under the 1999-2002 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 have completed their probation period and who are employed for fifteen (15) hours or more per week on the date of the signing of the agreement shall obtain regular employee status. They do not hold a position but maintain their number of hours until the end of the school year. However, the board may carry out layoffs or temporarily add a number of hours as prescribed in the agreement.
- Within forty-five (45) days of the coming into force of the agreement, the board shall forward to the union the list of employees in the classes of employment of day care service educator and person-in-charge of a day care service who obtained regular employee status.
- Pursuant to paragraphs A) and B) of clause 7-3.29, the day care service positions are created by the board when its needs are known for the 2000-2001 school year.
- The employees of the day care service concerned shall choose by seniority the positions thus created.
- Employees who obtain regular employee status at the time of the signing of the agreement shall maintain the benefits prescribed in paragraph c) of clause 10-3.02 as well as the applicable insurance plans until such time as the recall planned for the 2000-2001 school year takes place. As of the recall, the new provisions concerning fringe benefits, insurance plans and vacation apply as prescribed in the agreement.
- Employees who obtain regular employee status continue to accumulate the duration of employment in accordance with clause 10-3.04 until June 30, 2000. On July 1, 2000, the board and the union recognize that the duration of employment becomes seniority within the meaning of article 8-1.00 of the agreement. As of that date, seniority shall be counted in accordance with the provisions of clauses 8-1.02 to 8-1.11 of the agreement and shall be added to that acquired on June 30, 2000.

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

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

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

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

The definition of spouse prescribed in RREGOP, the TPP, the CSSP and the PPCT is amended in order to recognize a common-law spouse after one (1) year of cohabitation if:

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

**2B. Compensation for actuarial reduction**

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

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

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

**2C. Exemption from contributions**

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

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

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

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

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

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

**3. OTHER AMENDMENTS TO RREGOP**

**3A. Contribution rate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3F. Deadline**

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

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

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

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

### **3H. Supplemental budget item**

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

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

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

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

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

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

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

### **4A. Contribution rate**

The TPP and the CSSP members shall choose collectively between:

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

or

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

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

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

#### **TPP**

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

- . 5.48% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

**CSSP**

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

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

**TPP**

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

**CSSP**

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

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

**4B. Fiscal harmonization**

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

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

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

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

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

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

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

## **5. OTHER AMENDMENTS TO THE PPCT**

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

## **6. FINANCING OF CERTAIN AMENDMENTS TO RREGOP**

### **6A. Revaluation prescribed in 3C of this letter of intent**

- 1- The additional benefits resulting from the years of service giving entitlement to revaluation (1.1% + \$230) are paid out of account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP). However, the government shall inject the necessary amounts into this fund to cover these additional benefits in excess of 680 million, in dollar value on January 1, 2000.
- 2- Within six months of the filing of the next actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan, the actuarial value of the additional benefits accrued on December 31, 1999 is determined on the basis of the principles defined for such actuarial valuation. This actuarial valuation established on December 31, 1999 takes into account the formulas applicable to the years of service giving entitlement to a revaluation. For this purpose, the adjustments to pension buy-back credits and the SPP effective on January 1, 2000 are taken into account.
- 3- The actuarial value of the additional benefits accrued annually in the year 2000 and the following years is determined on January 1 of each year. Each actuarial value takes into account the formulas applicable to the years of service giving entitlement to a revaluation. These values are calculated during the calendar year following the year during which the additional benefits were accrued on the basis of the principles emanating from the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the end of the calendar year of the calculation.
- 4- A first transfer from the consolidated revenue fund to account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP) is required when the total of the actuarial values, accrued with interest on the date of the valuation of the last value, exceeds 680 million dollars accrued with interest on the same date. The transferred amount corresponds to the excess accrued with interest until the date of the transfer. Subsequently, the annual transfer corresponds to the most recent actuarial value accrued with interest until the date of the transfer.
- 5- The interest rates used to amass the initial amount of 680 million dollars and the actuarial values are the rates of return generated by account 301 at the market value of each year.

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

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

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

- 1- A separate fund is created to temporarily finance the additional benefits resulting from new retirement requirements (60 years of age or 35 years of service) and years of service recognized for eligibility purposes both for regular service and transferred service from the TPP/CSSP to RREGOP. The separate fund, within account 301 of Fund 01 at the CDPQ (Employees' contribution fund for regular service under RREGOP), is subject to the investment policy of the RREGOP Pension Committee representing employees who may be unionized.
- 2- Employees assume the value of the additional benefits accrued on December 31, 1999 in its entirety. This value is determined on the basis of the actuarial principles used for the valuation on December 31, 1996 prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan. This value has been set at 325 million dollars on January 1, 2000. This amount is transferred from account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP) to the separate fund before December 31, 2000 and bears interest at the rate of return generated by account 301 at the market value between January 1, 2000 and the date of transfer.
- 3- The government assumes the value of the additional benefits accrued as of January 1, 2000 in its entirety. The government injects into this separate fund an annual contribution equivalent to the value of the additional benefits accrued during the year. This contribution which has been set at 0.224% of the pensionable salaries shall be paid until such time as the discounted value of the contributions on January 1, 2000 at the rates of return generated by account 301 at the market value is equal to 325 million dollars.
- 4- By each injecting 325 million dollars into the separate fund, RREGOP members and the government finance, in equal portions, the value of the additional benefits resulting from these amendments. However, the payment of benefits including those assumed by the fund are made under the terms and conditions of section 130 of the Act respecting the Government and Public Employees Retirement Plan.

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

- *for transferred service:* a transfer from the separate fund to the consolidated fund of the value of the additional benefits ensuing from the amendments, namely 10.6 million dollars;
- *for regular service:* a transfer from the separate fund to account 309 (Employer contributory fund) of  $\frac{2}{12}$  ( $\frac{7}{12} - \frac{5}{12}$ ) 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 years, namely, on the date of each actuarial valuation prescribed in section 174 of the Act respecting the Government and Public Employees Retirement Plan, a transfer is made from the separate fund to account 301 and account 309 of Fund 01 (Employees' contribution fund for regular service under RREGOP). The amount transferred to each of these two funds is equal to half of the actuarial value of the difference for pensioners during the last three years between the pension paid according to the new terms and conditions and that which would have been paid under the former terms and conditions. The actuarial value of each of the differences is accrued at the rate of return generated by account 301 to the market value between the date of retirement of each of the pensioners of the last three years and the date of transfer of the fund.

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

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

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

## **7. GRADUAL RETIREMENT**

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

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

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

**8. RETURN TO WORK BY PENSIONERS**

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

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

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

**9. NONDISCRIMINATION OF FRINGE BENEFITS**

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

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

**10. RIGHT OF REDEMPTION**

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

**11. AMENDMENTS TO PENSION PLANS**

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

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

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

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**SCHEDULE 1**
**FORMULAS APPLICABLE TO THE REVALUATION  
OF CERTAIN YEARS OF SERVICE**
**A- Initial benefit for a member opting for retirement before 65 years of age**

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

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

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

The total amount is divided into two parts:

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

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

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

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

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

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

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

Where:

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

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

TM: Average salary for the calculation of a pension

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

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

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

**C- Accrued benefits**

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

## D- Application of formulas

The formulas are applied collectively to all pension credits:

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

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

Moreover, the following elements must be taken into consideration:

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

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

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

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

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

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

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

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

A separate vote is held for each plan.

The unions, associations of management staff or departments of human resources shall inform the members as regards employees who may be unionized.

CARRA must refer an employee requesting information to his or her union, association of management staff or human resources department if the employee is not unionized.

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

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

## APPENDIX XV

**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 3, 2000.

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

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

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

The employee who feels he 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 9-3.00 and shall be heard by one of the arbitrators listed in clause 6-1.16.

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

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

- 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) Notwithstanding the abolition of the classes of employment of master pipe mechanic and data processing operator, principal class, the salary scale applicable shall be maintained for the term of the agreement only for those employees who hold such a classification on the date of the signing of the agreement.
- 7) 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

- 8) 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.
- 9) 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 XVI

LETTER OF AGREEMENT CONCERNING THE REMUNERATION  
OF DAY CARE SERVICE EMPLOYEES

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

Considering that the CPNCA has conducted a study to review the classes of employment of day care service attendant and person-in-charge of a day care service:

It is agreed that:

- 1) the hourly salary scales of a day care service attendant and a person-in-charge of a day care service, 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 new classes of employment of day care service educator and person-in-charge of a day care service shall be created;
- 3) the salary scales applicable to these new classes of employment on January 1, 2000, January 1, 2001 and January 1, 2002 are found in Appendix I;
- 4) an employee who, on December 31, 1999, is 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, is 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;

- 5) 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;

- A3** 6) 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:

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

**LETTER OF AGREEMENT N° I**

**PROCEDURE FOR SETTLING GRIEVANCES AND ARBITRATION**

- 1) The parties agree to set up a joint working committee dealing with the procedure for settling grievances and arbitration.
- 2) Notably, the committee has the mandate to find solutions aimed at improving the effectiveness of the procedure for settling grievances and arbitration, to reduce the costs and to increase the accountability of the local parties in this regard. For this purpose, the committee shall take into account the recommendations emanating from the annual report of the Greffe des tribunaux d'arbitrage du secteur de l'éducation for 1997-1998 and 1998-1999.
- 3) The committee shall establish its own rules of operation and shall set the schedule of its meetings.

**IN WITNESS WHEREOF**, the parties to this agreement have signed in Montréal on this 3<sup>rd</sup> day of May 2000.

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

EASTERN SHORES INDEPENDENT  
ASSOCIATION FOR SUPPORT  
PERSONNEL

(signed) Michel Bouchard  
Michel Bouchard  
Spokesperson  
Negotiator, MEQ

(signed) Peter Drysdale  
Peter Drysdale  
Spokesperson

(signed) Melody Bell  
Melody Bell  
Negotiator, QESBA

(signed) Michael Chesser  
Michael Chesser  
Vice-president