

**2010-2015  
COLLECTIVE AGREEMENT**

**CONCLUDED BETWEEN**

**ON THE ONE HAND,**

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

**AND**

**ON THE OTHER HAND,**

**THE FÉDÉRATION DES EMPLOYÉES ET EMPLOYÉS DE  
SERVICES PUBLICS INC. (FEESP-CSN)  
ON BEHALF OF THE UNIONS OF SUPPORT STAFF  
OF ENGLISH-LANGUAGE SCHOOL BOARDS  
OF QUÉBEC THAT IT REPRESENTS**

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**CHAPTER 1-0.00 OBJECTIVE OF THE AGREEMENT AND DEFINITIONS****1-1.00 OBJECTIVE OF THE AGREEMENT****1-1.01**

The objective of the agreement is to establish smooth 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, for purposes of applying the agreement, the words, terms and expressions, the meaning of which is defined hereafter, shall have the meaning and application respectively attributed to them.

**1-2.01 QESBA**

Quebec English School Boards Association.

**1-2.02 Seniority**

Seniority as defined in article 8-1.00.

**1-2.03 Fiscal Year**

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

**1-2.04 Provincial Relocation Bureau**

Placement bureau composed of all the English-language school boards in the territory of each regional office of the Ministère. The Ministère shall participate actively in the activities of the bureau.

**1-2.05 Centre**

An adult education centre or a vocational training centre under the jurisdiction of the board.

**1-2.06 Class of Employment**

Any of the classes of employment, the titles of which appear in the salary scales in Appendix 1 of the agreement and those which could eventually be created in accordance with clause 6-1.14.

**1-2.07 Board**

The school board bound by the agreement.

**1-2.08 Spouse**

Spouse means either of two persons who:

- a) are married or joined in civil union and cohabiting;
- b) being of opposite sex or the same sex, are living together in a conjugal relationship and are the father and mother of the same child;
- c) are of opposite sex or the same sex and have been living together in a conjugal relationship for one year or more.

It being understood that the dissolution of the marriage by divorce or annulment or the dissolution of the civil union as provided for by court decree or notarized joint statement 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 mean the loss of spousal status.

#### **1-2.09 Agreement**

This collective agreement.

#### **1-2.10 Grievance**

Any disagreement regarding 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 Loisir et du Sport (MELS).

#### **1-2.13 Transfer**

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

#### **1-2.14 Provincial Negotiating Parties**

- a) Employer group: The Management Negotiating Committee for English-language School Boards (CPNCA)
- b) Union group: The Fédération des employées et employés de services publics Inc. (FEESP-CSN)

#### **1-2.15 Probation Period**

The period of employment that a newly hired person, other than a temporary employee or an employee referred to in Chapter 10-0.00, 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 in 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, whichever is the lesser.

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

When a temporary replacement employee obtains, under article 7-1.00, the position in which he or she carried out a replacement, without any interruption between his or her replacement time and the time when the position became permanently vacant, the probation period in which to become a regular employee shall be reduced by half, if the time worked during the replacement period is equal to at least fifty percent (50%) of the probation period.

However, the employee shall not be required to undergo the probation period when he or she obtains, under article 7-1.00, the position in which he or she carried out a replacement for a continuous period of more than twelve (12) months immediately before obtaining the position.

The employee may apply for a new position in the same class of employment. However, he or she must successfully complete his or her probation period before his or her appointment to a new position comes into effect.

**1-2.16 Employee**

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

**1-2.17 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.

**1-2.18 Tenured Employee**

The status acquired by a regular employee who has completed two (2) years of active service with the board in a full-time position since his or her hiring, regardless of whether he or she is covered by the certificate of accreditation.

As an exception to the preceding provisions, the active service of a regular employee in a part-time position shall be computed, for the purpose of acquiring tenure, when he or she obtains a full-time position; however, when clause 7-1.07 is applied, tenure cannot be acquired before the end of the adaptation period prescribed in this clause.

Insofar as there has been no break in his or her employment ties, the acquisition of tenure for an employee shall be delayed proportionally to the duration of the interruption of his or her active service.

**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 this 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 twenty (20) weeks, unless there is a written agreement with the union to the contrary.

Failing agreement, the employee whose period of employment exceeds the period stipulated in the preceding paragraph shall obtain regular employee status. The board shall then create a position<sup>1</sup> and the employee shall automatically become a candidate under clause 7-1.11 for the position posted. His or her candidacy shall be considered in the step prescribed in subparagraph c) of paragraph A) of clause 7-1.11. If the employee does not obtain the position in question, he or she shall be laid off when it is filled. If the employee obtains the position, the period recognized for the purposes of acquiring tenure shall begin after the period defined in the first paragraph, if it involves a full-time position.

The laid-off temporary employee shall be registered on the priority of employment list, provided that he or she meets the requirements of that list.

- 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 laid off when the employee whom he or she was replacing resumes his or her position or when the position becomes permanently vacant or is abolished and shall be registered on the priority of employment list provided he or she meets the requirements of the list.

- c) An employee who is hired to carry out particular work for a special project.

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<sup>1</sup> The position thus created is a full-time position if the temporary employee worked on a full-time basis. It is a part-time position if the temporary employee worked on a part-time basis.



**1-2.21 Employee Working in the Special Education Sector**

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

**1-2.22 Employee Working in the Day Care Services Sector**

An employee who is hired to perform particular work in one of the following classes of employment: day care service educator, day care service educator, principal class and day care service technician.

**1-2.23 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, February 7, 2011 edition, including any change made or new class added during the term of the agreement.

**1-2.24 Position**

Specific assignment of an employee to perform duties assigned by the board, it being specified that every employee holds a position, except for temporary employees and employees referred to in article 10-1.00 or 10-2.00, subject to the provisions of article 7-3.00.

**1-2.25 Full-time Position**

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

**1-2.26 Part-time Position**

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

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

**1-2.27 Specific Position**

- a) Special assignment of an employee to perform his or her duties in the context of a temporary special project for a period or periods not exceeding twenty-four (24) months as of the date on which the project started, unless there is an agreement with the union.

When the board extends the project beyond the maximum period, without any agreement with the union, it then creates a position. The position is a full-time position if the employee held a full-time position and part-time in the case of a part-time employee. It shall be posted in accordance with clause 7-1.11.

A temporary employee who occupies the specific position shall obtain the status of regular employee. He or she shall automatically become a candidate for that position. His or her candidacy shall be considered in the step prescribed in subparagraph c) of paragraph A) of clause 7-1.11. If the employee does not obtain the position in question, he or she shall be laid off when the position is filled. If the employee obtains the position, the period recognized for the purpose of acquiring tenure shall begin after the period defined in the first paragraph, if it involves a full-time position.

A regular employee who occupies the specific position is still the incumbent of his or her position, subject to article 7-3.00. When the specific position terminates, the employee shall return to the position held.

Before creating a special project, the board must consult the union. The notice must specify the following information:

- the nature of the project;
  - the duration of the project as well as the periods during which the employee's services will be required;
  - the personnel required for the project;
  - the source of funding for the project.
- b) Particular assignment of an employee to meet any other need approved by the board and the union.

### **1-2.28 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 the case of a class of employment remunerated according to a single salary rate in which the rate is higher than that of the class of employment he or she is leaving.

### **1-2.29 Demotion**

Movement of an employee 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 the case of classes of employment remunerated according to a single salary rate, in which the rate is less than that of the class of employment he or she is leaving.

### **1-2.30 Education Sector**

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

### **1-2.31 Public and Parapublic Sectors**

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

### **1-2.32 Active Service**

The 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 actually worked for two hundred and sixty (260) days except for employees in a part-time position, in which case the calculation shall be made proportionally.

### **1-2.33 Union**

The union bound by the agreement.

### **1-2.34 Salary**

Amount paid to an employee under articles 6-1.00, 6-2.00, 6-3.00 and 6-4.00, excluding all lump sums, except for those prescribed in clauses 6-2.16, 6-2.18, 7-3.22, 7-3.36 and 7-3.43.

**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 the certificate of accreditation, subject to the following partial applications:

**A) Probationary Employees**

Subject to paragraph F), 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; in this case, the board shall give the employee a notice equal to at least one pay period.

**B) Temporary Employees**

- 1) A temporary employee shall be entitled to the following benefits of the agreement only:

Article 1-1.00	Objective of the Agreement
Article 1-2.00	Definitions (provisions relevant to status)
Article 2-1.00	Field of Application (provisions relevant to status)
Article 2-2.00	Recognition
Article 2-3.00	Provisions Concerning the Priority of Employment List
Article 3-4.00	Posting
Article 3-5.00	Union Meetings and Use of Board Premises for Union Purposes
Article 3-6.00	Union Dues
Article 3-7.00	Union System
Article 3-8.00	Documentation
Article 4-1.00	Labour Relations Committee
Article 4-2.00	Governing Boards
Article 4-3.00	Advisory Committee on Services for Handicapped Students and Students with Social Maladjustments or Learning Disabilities
Article 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)
Article 5-8.00	Civil Responsibility
Clause 5-9.18	Employment Injuries
Article 6-1.00	Classification Rules
Article 6-2.00	Determination of Step
Article 6-3.00	Salary Scales and Rates
Article 6-4.00	Overtime or Overscale Employees
Article 6-5.00	Travel Expenses
Article 6-6.00	Premiums
Article 6-7.00	Loan and Rental of Rooms
Article 6-8.00	Payment of Salary
Article 7-1.00	Movement of Personnel
Clause 8-1.12	Seniority of Temporary Employees
Article 8-2.00	Workweek and Working Hours
Article 8-3.00	Overtime
Article 8-5.00	Health and Safety
Article 8-6.00	Clothing and Uniforms
Article 9-1.00	Procedure for Settling Grievances
Article 9-2.00	Arbitration
Article 9-3.00	Accelerated Arbitration Procedure
Article 9-4.00	Arbitration Without Attorneys
Article 9-5.00	Mediation-Arbitration Procedure
Article 9-6.00	Disagreement
Article 10-1.00	Adult Education or Vocational Education
Article 11-2.00	Local Adaptation
Article 11-3.00	Interpretation of Texts
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Appendix 23	Amendments to the Letter of Intent Concerning the Government and Public Employees Retirement Plan (RREGOP) signed on July 9, 2010

- 2) Subject to paragraph F), a temporary employee who has worked for at least six (6) months since his or her hiring or within the framework of several immediately consecutive<sup>1</sup> hirings shall also be entitled to the following benefits:

Article 3-1.00	Union Representation
Article 3-2.00	Parity Committee Meetings
Clause 3-3.05	Releases for Local Union Activities
Clause 3-3.06	Releases for External Union Activities
Clause 3-3.07	Terms and Conditions for Reimbursement
Article 5-1.00	Special Leaves
Article 5-3.00	Life, Health and Salary Insurance Plans
Article 5-4.00	Parental Rights (according to the terms and conditions prescribed in the second paragraph of subparagraph 3) below)
Article 5-6.00	Vacation
Article 5-9.00	Work Accidents and Occupational Diseases (except for clauses 5-9.12 to 5-9.15)
Appendix 12	Social Leave Plan for the English Montreal School Board (EMSB)

- 3) As of the first day, a temporary employee who is hired for a predetermined period of over six (6) months shall be entitled to the working conditions prescribed in subparagraph 2) of paragraph B). The employee shall continue to benefit from the basic health insurance plan and the complementary plans determined by the parity insurance committee for an additional ten (10) days after the layoff. The board shall collect the required premium prior to the layoff as determined by the parity insurance committee.

During the work period, the employee shall be entitled to article 5-4.00 under the following terms and conditions:

- a) the duration of the maternity leave of an employee eligible for benefits under the Québec Parental Insurance Plan is twenty-one (21) weeks. However, an employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave in order to receive the benefit prescribed in clause 5-4.12;

the duration of the maternity leave of the employee eligible for benefits under the Employment Insurance Plan is twenty (20) weeks. However, an employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave in order to receive the benefit prescribed in clause 5-4.13;

<sup>1</sup> Saturdays, Sundays, paid legal holidays, pedagogical days, summer shutdowns provided for in clause 5-6.04 a) i), reasons for absence prescribed in article 5-1.00 and absences due to illness not exceeding ten (10) working days do not constitute an interruption in service.

the duration of the maternity leave of the employee who is not eligible for either one of the plans is twenty (20) weeks. However, an employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave in order to receive the benefit prescribed in clause 5-4.14;

- b) an employee shall not be entitled to a leave without salary or partial leave without salary to extend a maternity leave, paternity leave or adoption leave, except for the leave prescribed in paragraph b) of clause 5-4.44;
  - c) as regards an employee referred to in subparagraph 3) above who has not worked for six (6) months since his or her hiring, the special leaves prescribed in clause 5-4.22 shall be unpaid, subject to the exception made for the four (4) days without loss of pay referred to in subparagraph c) of clause 5-4.21;
  - d) the employee's weekly salary is the average weekly salary of the last five (5) months. The temporary layoff period is not counted in calculating the average salary;
  - e) on returning to work from a maternity or adoption leave, the employee shall resume his or her assignment if it still exists.
- 4) The benefits of the substitute temporary employee who worked over six (6) months shall be maintained when he or she returns to work in the same position following a cyclical slowdown.
  - 5) A regular laid-off employee who is recalled to handle an increase in workload or to carry out a temporary replacement shall receive, during that period, the benefits prescribed in paragraph B) of clause 2-1.01. This employee shall not accumulate active service for the purposes of acquiring tenure.

**C) Employees in Part-time Positions**

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

**D) Employees Working Within the Framework of Adult Education or Vocational Education Courses**

The provisions applicable to these employees are defined in article 10-1.00.

**E) Employees Working in a Cafeteria and Employees Working as Student Supervisors Whose Regular Workweek is Fifteen (15) Hours or Less**

The provisions applicable to these employees are defined in article 10-2.00.

**F) Employees Working Fifteen (15) Hours or Less**

The regular employee whose workweek is fifteen (15) hours or less shall be covered by the provisions of the agreement. He or she shall be entitled to parental rights under article 5-4.00.

The salary rate of the regular employee and the temporary employee covered by subparagraphs 2) and 3) of paragraph B) of clause 2-1.01 whose workweek is fifteen (15) hours or less shall be increased by eleven percent (11%) in lieu of all the fringe benefits prescribed in articles 5-1.00, 5-2.00 and 5-3.00.

As regards vacation, these employees shall be entitled to eight percent (8%) of the salary paid at each pay period.

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

### **G) Employees in Specific Positions**

- 1) A regular employee in a specific position shall continue to occupy a position in accordance with article 7-3.00 and shall be covered by the clauses of the agreement. He or she shall continue to accumulate active service for the purposes of acquiring tenure in accordance with clause 1-2.18 in relation to the position held. However, the employee shall be subject to the characteristics of the specific position he or she occupies with respect to articles 7-2.00 and 8-2.00.
- 2) A temporary employee who occupies a specific position shall benefit, as of the first day on which he or she is hired, from the working conditions prescribed in subparagraph 2) of paragraph B).

Notwithstanding the preceding paragraph, an employee in a specific position whose regular workweek is fifteen (15) hours or less shall have his or her salary rate increased by eleven percent (11%) in lieu of all the fringe benefits prescribed in articles 5-1.00, 5-2.00 and 5-3.00. However, the employee shall benefit from the parental rights prescribed under article 5-4.00.

As regards vacation, an employee shall be entitled to eight percent (8%) of the salary paid at each pay period.

### **2-1.02**

Except for a surplus support staff employee covered or not by the certificate of accreditation, 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 or the services of a non-profit organization must not entail the temporary layoff, placement in surplus, demotion, reduction in hours or abolition of a regular employee's position.

When the board hosts trainees, it must inform the union beforehand. The supervision of trainees by an employee shall be carried out on a voluntary basis.

### **2-2.00 RECOGNITION**

#### **2-2.01**

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

#### **2-2.02**

The provincial negotiating parties shall have the right to deal with any issue relating to the interpretation and application of the agreement.

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

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

**2-2.03**

Following the date of 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 agree to meet occasionally in order to discuss any question 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. However, to be applicable, any solution thus accepted must have the written consent of the board and the union. 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.

**2-3.00 PROVISIONS CONCERNING THE PRIORITY OF EMPLOYMENT LIST**

The priority of employment list shall be negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2) and in accordance with Appendix XV of the 2005-2010 collective agreement.

**CHAPTER 3-0.00 UNION PREROGATIVES****3-1.00 UNION REPRESENTATION****Union Delegate****3-1.01**

The union may appoint one employee per work establishment or department where several departments are located in the same establishment as union delegate who has the function of meeting with any employee in the same establishment or department 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) employees 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 three (3)-kilometre radius.

**Union Representative****3-1.02**

The union shall file a list of union representatives, employees of the board, who have the function of assisting an employee in obtaining, where applicable, the information necessary for the meeting prescribed in 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.

A union representative may also be absent from work, without loss of salary or reimbursement, if he or she is required to meet with the board's 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.

A maximum of three (3) union representatives may be released at the same time under this clause, including any release for the purpose of article 9-1.00. The members of the grievance committee may be accompanied by a union advisor during the meeting provided for in clause 9-1.03.

**3-1.03**

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

**3-1.04**

The union advisor may attend the parity committee meetings provided for in the agreement by giving a twenty-four (24)-hour advance notice. Exceptionally, the advance notice may be shorter than the prescribed time limit.



**3-2.00 PARITY COMMITTEE MEETINGS****3-2.01**

Any union representative appointed to a parity 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 on the committee.

**3-2.02**

Any union representative appointed to a parity 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 on the committee.

**3-2.03**

The expenses incurred by the union representative appointed to a parity 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.

When the meetings prescribed in clauses 3-2.01 and 3-2.02 are held outside of a union representative's regular working hours, the board shall compensate the employee for the hours at his or her regular rate. The compensated hours shall be taken in days off upon an agreement with the immediate superior.

**3-2.04**

The union representative must inform his or her immediate superior in advance of the name of the committee on which he or she is requested to sit and of the anticipated duration of the meeting.

**3-2.05**

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

**3-2.06**

Employees who are members of the executive committee of the FEESP-CSN school support staff sector shall be released without loss of salary or reimbursement to attend the joint meetings provided for in article 2-2.00 and in clauses 6-1.10 and 6-1.14. A maximum of three (3) employees shall be released at the same time under this clause.

**3-3.00 RELEASES AND LEAVES OF ABSENCE WITHOUT SALARY FOR UNION ACTIVITIES****3-3.01**

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

At the union's written request, sent at least fifteen (15) days in advance, the board shall grant an employee a full-time leave of absence without salary for union activities for an uninterrupted period varying between one (1) and twelve (12) months, renewable according to the same procedure. In this case, article 5-10.00 applies except for seniority.

With the consent of the board, the release or leave without salary provided for in this clause may be on a part-time basis under the same terms and conditions.

**3-3.02**

The union or the employee must notify the board at least fifteen (15) days before his or her return to work and he or she shall resume the position held upon his or her departure, the foregoing subject to the provisions of article 7-3.00.

**3-3.03**

The employee released by virtue of clause 3-3.01 shall maintain his or her salary (including applicable premiums, if any) and fringe benefits as well as the rights and privileges conferred on him or her by the agreement.

**3-3.04**

In the case of releases granted under the first paragraph of clause 3-3.01, the union shall reimburse the board, on a quarterly basis, any sum paid to the employee as well as any sum paid by the board for and on behalf of the said employee within thirty (30) days after the board has forwarded a statement to this effect.

In the case of a part-time release provided for in clause 3-3.01, the board and the union shall agree on the amount to be reimbursed.

**3-3.05**

At the union's written request to the board sent at least two (2) working days before the date on which the absence begins, the board shall release every employee thus required by the union for local union activities for a minimum of one-half day.

**3-3.06**

At the union's written request sent to the board at least two (2) working days before the date on which the absence begins, the board shall release an employee thus designated for one-half day to attend the official meetings of the following union bodies:

- Comité exécutif (CSN), Bureau confédéral, Conseil confédéral, Congrès confédéral, Bureau fédéral, Conseil fédéral, Congrès fédéral, Conseil central (executive committee, labour council, general meeting, convention), Comité de coordination du secteur public et parapublic, Conseil du secteur public, Comité exécutif (FEESP), Comité exécutif du secteur scolaire, Conseil du secteur scolaire.

An employee shall also be released under the same terms and conditions to attend the labour education meetings given under the responsibility of the aforementioned bodies.

In the case of an employee designated to take part in a working committee under the responsibility of one of the aforementioned bodies, the board may not refuse the release without a valid reason.

**3-3.07**

The employee released under clauses 3-3.05 and 3-3.06 shall maintain his or her salary (including applicable premiums, if any) and fringe benefits as well as the rights and privileges conferred on him or her by the agreement.

The union shall reimburse the board, on a quarterly basis, any sum paid to the employee as salary only (including applicable premiums, if any) within thirty (30) days of the date on which the board forwarded a statement to this effect indicating the date and the duration of each absence.

The parties may agree to different terms and conditions for the reimbursement of union leaves (including nonreimbursement, where applicable).

**3-3.08**

The union representative who is laid off temporarily and who, at the board's request, meets with a board representative within the scope of his or her union duties shall be paid at a single rate for the time allocated to the meeting.

**3-4.00 POSTING****3-4.01**

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

**3-4.02**

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

**3-4.03**

During the last year of the former collective agreement, if the union availed itself of the board's internal mail service to distribute union documents to its members, it shall continue to do so.

In other cases, the board and the union may agree to allow the union to use such a service.

**3-5.00 UNION MEETINGS AND USE OF BOARD PREMISES FOR UNION PURPOSES****3-5.01**

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

At the union's written request and after obtaining explicit authorization from the board, a union meeting may be held during the employees' regular working hours without loss of salary or reimbursement.

**3-5.02**

With the consent of the board or its designated representative, an employee who must usually work during a meeting of his or her union may be absent from work to attend the meeting 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. An employee shall not be entitled to any additional remuneration on that account.

**3-5.03**

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

**3-5.04**

The board which already provides the union with a room for secretariat shall continue to do so under the same conditions. If the use of the room is withdrawn, the board shall provide another room under the same conditions.

In other cases, the board shall provide the union with an available room, if any, for secretariat, the use of which might not be reserved exclusively for the union and which is accessible at all times, subject to the terms and conditions to be agreed upon by the board and the union.

The use of such a room may be withdrawn because of administrative or pedagogical needs, provided that the board gives the union a reasonable advance notice. In this case, the board shall provide the union with another room, if available.

### **3-6.00      UNION DUES**

#### **3-6.01**

An amount equal to the dues established by union regulation or resolution shall be deducted from each employee at each pay period. In the case of an employee hired after 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.

#### **3-6.02**

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

#### **3-6.03**

Each month, the board shall give 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 constitute a percentage of an employee's earnings, the board shall also provide the cumulative earnings for the employee concerned. In the case where a board supplies the list of names in alphabetical order or returns the dues more frequently, it shall continue to do so.

The board may, however, remit the union dues at each pay period after agreement with the union.

Within sixty (60) days of the end of the fiscal year, the board shall provide the union with the cumulative earnings as well as the cumulative dues collected.

#### **3-6.04**

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

### **3-7.00      UNION SYSTEM**

#### **3-7.01**

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 3-7.03.

#### **3-7.02**

Any employee hired after the date of the coming into force of the agreement must become a member of the union, subject to the provisions of clause 3-7.03.

#### **3-7.03**

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

**3-7.04**

For the purpose of applying this article, the board shall give an employee hired after the date of the coming into force of the agreement an application form for membership in the union in accordance with the aforementioned union system provisions. An employee shall complete the form when he or she is hired and shall return it to the union through the board. The board must return the form to the union within ten (10) days after the employee is hired. The union shall provide the board with the form.

**3-8.00 DOCUMENTATION****3-8.01**

In addition to the documentation that must be provided according to the other provisions of the agreement, the board and the union agree to provide the documentation prescribed in this article. All documentation shall be forwarded to the union in hard copy or electronic version, at the union's choice.

**3-8.02**

No later than November 30 of each year, the board shall provide the union with the complete list of employees to whom the agreement applies and indicate for each: his or her given surname and name, status (probationary, tenured regular, regular, temporary), the position or specific position held, class of employment and salary, date of birth, home address, telephone number and identification number, the foregoing as brought to the board's attention as well as any other information previously 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.

**3-8.03**

The board shall provide the following information monthly:

- a) the names of new employees, the hiring date and the information specified in clause 3-8.02;
- b) the names of persons leaving the employ of the board and the termination date;
- c) the names of employees who changed positions, the title of the new position and the date on which the change took place;
- d) the changes of address and telephone numbers brought to its attention.

**3-8.04**

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

**3-8.05**

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

If such a practice already exists or exists regarding another group of unionized support employees, professionals or teachers, the board shall forward to the union a copy of all the minutes of the executive committee or the council of commissioners approved as a public document.

**3-8.06**

Within fifteen (15) days of their appointment, the union shall provide the board with the names of its representatives as well as the names of the employees who have a union function within a union organization (CSN, FEESP, Secteur scolaire, Conseil central) and their functions, the name of the committee on which they sit, if applicable, and shall advise it of any change.

**3-8.07**

The board shall forward to the union the names of the employees who obtain a leave of absence without salary for more than one month or a maternity leave and shall indicate the expected length of the absence. The union shall be informed of any extension.

The board shall also inform the union at the same time as it advises the employee concerned of any cut in salary or benefit ensuing from the application of the agreement.

**3-8.08**

Within one hundred and twenty (120) days of the date of the coming into force of the agreement, the board shall remit, upon the union's request, three (3) copies of a map of the province indicating school board territories.

**CHAPTER        4-0.00        LABOUR RELATIONS COMMITTEE, GOVERNING BOARDS AND  
SPECIAL EDUCATION COMMITTEE**

**4-1.00        LABOUR RELATIONS COMMITTEE**

**4-1.01**

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

**4-1.02**

This parity committee shall consist of a maximum of three (3) union representatives and three (3) 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**

At the request of either party, the committee shall study any matter concerning the working conditions of employees as well as any other matter specifically referred to it by the agreement.

**4-1.05**

When the Labour Relations Committee meets, the union representatives may obtain explanations from the board representatives concerning a decision of the board which applies directly or indirectly to the employees covered by the agreement.

**4-1.06**

At the union's written request, the Labour Relations Committee shall be dissolved, it being specified that the dissolution of the committee shall release the board from its obligations to consult the said committee.

**4-2.00        GOVERNING BOARDS**

**4-2.01**

During the month of September each year, the school principal shall call a meeting of the members of the support staff to elect their representatives to the governing board in accordance with the provisions of the Education Act. A copy of the notice of meeting shall be forwarded to the union.

**4-2.02**

Every two (2) years, the centre director shall call a meeting of the members of the support staff to elect their representatives to the governing board in accordance with the provisions of the Education Act. A copy of the notice of meeting shall be forwarded to the union.

**4-2.03**

The board and the union may agree on other terms and conditions for the election of representatives of the support staff to the governing boards.

**4-2.04**

Following the election of representatives of the support staff to the governing boards, the board shall inform the union of the names of the persons elected.

**4-3.00      ADVISORY COMMITTEE ON SERVICES FOR HANDICAPPED STUDENTS AND STUDENTS WITH SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES****4-3.01**

The union shall designate from among the employees concerned a representative to the advisory committee on services for handicapped students or students with social maladjustments or learning disabilities prescribed in the Education Act.

**4-3.02**

At the board's invitation, the union shall designate from among the employees concerned a representative to sit on any committee dealing with handicapped students or students with social maladjustments or learning disabilities in a school, centre or the board.

**4-3.03**

Following the designation of the representative, the board shall inform the union of the name of the person designated.

**4-3.04**

In the cases prescribed in the preceding clauses, the designated employee may be absent from work to attend committee meetings without loss of salary including applicable premiums or reimbursement by the union.



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

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

- a) his or her marriage or civil union: a maximum of seven (7) consecutive days, working days or not, including the day of the marriage or the civil union;
- b) the marriage or civil union of his or her father, mother, son, daughter, brother, sister: the day of the event;
- c) the death of his or her spouse, his or her son or daughter, the son or daughter of his or her spouse 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, grandson, granddaughter: a maximum of three (3) consecutive days, working days or not, including the day of the funeral;
- f) the death of his or her ex-spouse: the day of the funeral if there are children born from the union who are still minors and if he or she attends the funeral;
- g) change of domicile: the moving day; however, an employee shall not be entitled to more than one day off per year for this purpose;
- h) a maximum of three (3) working days per year to cover any other event considered as an act of God (disaster, fire, flood) which obliges an employee to be absent from work or any other reason which obliges the employee to be absent from work and on which the board and the union agree to grant permission for absence without loss of salary.

**5-1.02**

The employee shall only be permitted to be absent, without loss of salary, in the cases referred to in subparagraphs c), d) and e) of clause 5-1.01, if he or she attends the funeral; if he or she attends the funeral and if it takes place at a distance of more than two hundred and forty (240) kilometres from the employee's residence, the latter shall be entitled to one additional day.

If the event takes place at a distance of more than four hundred and eighty (480) kilometres from the employee's residence and he or she attends, he or she shall be entitled to two (2) additional days.

Moreover, if, in the cases referred to in subparagraphs c), d) and e) of clause 5-1.01, there is cremation, the employee may avail himself or herself of the following option:

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

**5-1.03**

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

**5-1.04**

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

**5-1.05**

Furthermore, the board shall, upon request, 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 director of public health, is placed under quarantine in his or her dwelling as a result of a contagious disease affecting a person living in the same dwelling.
- c) The employee, upon the specific request of the board, undergoes a medical examination in addition to that required in accordance with the law.

**5-1.06**

In unforeseen or uncontrollable circumstances, an employee may be absent from work for a maximum of ten (10) days per year because his or her presence is required to fulfill obligations relating to the care, health or education of his or her child or the child of his or her spouse, or because of the state of health of his or her spouse, father, mother, brother, sister or one of his or her grandparents.

The leave may be taken by half-day or full-day.

The days thus used shall be without salary. However, at the employee's written request, six (6) of the ten (10) days thus used shall be deducted from the bank of sick-leave days obtained as a result of the application of clause 5-3.39 or 5-3.46 or shall be without salary if he or she has used up his or her bank of sick-leave days.

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 obligations.

**5-1.07**

Within forty-five (45) days of the coming into force of the agreement, the board must, after consulting the union, establish a policy applicable to all categories of personnel concerning the closing of establishments during inclement weather and snowstorms. The policy shall become applicable as of the fifteenth (15<sup>th</sup>) day following the time limit mentioned above.

The board may choose to renew the policy in effect on the date of the coming into force of the agreement, in which case the preceding paragraph shall not apply.

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

The policy must provide for specific terms and conditions of compensation for the employee required to report to work when the group of employees to which he or she belongs is not required to do so.

Notwithstanding the provisions of the first paragraph of this clause, the board shall maintain its policy applicable to all its support personnel on the date of the coming into force of the agreement concerning the closing of establishments during snowstorms, if the union so chooses within the one hundred and twenty (120) days of that date.

#### **5-1.08**

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

#### **5-1.09**

Within one hundred and twenty (120) days of the coming into force of the agreement, the union may choose to abandon the above-mentioned special leaves plans and renew the plan described in article 5-1.00 of the 1975-1979 collective agreement with the exception of clause 5-1.08. Such renewal shall also include the local arrangements that had been agreed to according to clause 5-1.08 of the said article. As long as the union has not informed the board of its choice, the provisions of article 5-1.00 of the 1975-1979 collective agreement shall continue to apply, with the exception of clause 5-1.08.

The preceding paragraph shall apply to the board where such plan (1975-1979) was maintained during the former collective agreement.

Notwithstanding the provisions of the first paragraph, clause 5-1.07 of this article shall apply independently of the choice made by the union by virtue of this clause.

### **Leaves for Family Responsibilities**

#### **5-1.10**

The board shall allow an employee to be absent without salary for one of the events prescribed in sections 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1) according to the terms and conditions prescribed in sections 79.13 to 79.16.

#### **5-1.11**

The employee must inform the board of the reasons for his or her absence as soon as possible and provide proof thereof.

#### **5-1.12**

During the leave without salary prescribed in clause 5-1.10, the employee shall accumulate his or her seniority, maintain his or her experience and continue to participate in the applicable basic health insurance plan by paying his or her share of the premiums. The employee may also continue to participate in the other complementary insurance plans that are applicable to him or her by submitting a request at the beginning of the leave and by paying all the premiums.

#### **5-1.13**

At the end of the leave without salary prescribed in clause 5-1.10, the employee may be reinstated in his or her position or, where applicable, a position that he or she would have obtained under the provisions of the agreement. In the case where the position was abolished or the employee was displaced, the employee shall be entitled to the benefits that he or she would have had had he or she been at work.

Moreover, the employee who returns from the leave without salary, but has no position shall resume the assignment that he or she had upon his or her departure, if the duration of the assignment foreseen continues after the end of the leave. If the assignment is completed, the employee shall be entitled to any other assignment according to the provisions of the agreement.

**5-2.00 PAID LEGAL HOLIDAYS****5-2.01**

During each fiscal year, the employees shall have thirteen (13) guaranteed paid legal holidays without loss of salary.

The employee who occupies a part-time position shall benefit from such paid legal holidays in proportion to his or her regular workweek compared to the duration of the regular workweek. The board and the union shall agree on the terms and conditions for the application of this paragraph.

**5-2.02**

The holidays are listed below. However, before July 1 of each year, after agreement with the union or all the unions concerned (support personnel), the distribution of these paid legal holidays may be modified:

- |                           |                             |
|---------------------------|-----------------------------|
| - January 1               | - First Monday in September |
| - January 2               | - Second Monday in October  |
| - Good Friday             | - December 24               |
| - Easter Monday           | - December 25               |
| - Monday preceding May 25 | - December 26               |
| - June 24                 | - December 31               |
| - July 1                  |                             |

**5-2.03**

In the case where the former collective agreement or a regulation or resolution of the board in effect in 1975-1976 provided for a paid legal holiday plan, the application of which for any of the fiscal years of the agreement would have allowed a number of paid legal holidays greater than the number of annual paid legal holidays provided for in the first paragraph of clause 5-2.01, the number of paid legal holidays provided for in the first paragraph of clause 5-2.01 shall be increased, according to the year involved, by the difference between the number of paid legal holidays established by the previous plan for the relevant year and the number established according to the first paragraph of clause 5-2.01. Where the previous plan provided a different number of days for certain groups of employees, the number of paid legal holidays in clause 5-2.01 shall be increased for each of the groups of employees affected by the number of additional days provided for by the previous plan for the said group of employees.

The board shall schedule such additional paid legal holidays after consulting the union. These holidays must be scheduled taking into account the restrictions related to the school calendar. The board and the union may, however, agree on other methods of scheduling such additional paid legal holidays.

**5-2.04**

If a paid legal holiday falls on a Saturday or a Sunday, it shall be rescheduled, after consultation with the union, for the first working day preceding or following such a paid legal holiday.

**5-2.05**

If, for a given employee, a paid legal holiday coincides either with his or her vacation period or with his or her weekly day off, he or she shall receive, as a replacement, a leave of absence of an equal duration taken at a time which is suitable to both the employee and the board.

**5-2.06**

In the event where a paid legal holiday falls during an employee's period of disability, he or she shall be entitled, in addition to his or her disability benefit, to the difference between his or her full salary and such benefit for such 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 prescribed date and until the date of the beginning of his or her retirement:

- a) any employee who holds a full-time position or any part-time employee whose number of weekly working hours is equal to seventy percent (70%) or more of the regular workweek, 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;
- b) any other employee who holds a part-time position 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 as provided for in paragraph a) above, the employee paying the remainder of the board's contribution in addition to his or her own contribution.

An employee's contribution to the insurance plans covered by this article shall be deducted from the employee's pay.

The employee who is temporarily assigned to a position not covered by the agreement shall continue to benefit during this temporary assignment from the insurance plans provided for in this chapter.

**5-3.02**

For the purpose of this article, the word "dependent" means:

- a) Spouse as defined in clause 1-2.08.
- 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 under twenty-five (25) years of age 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.

**5-3.03**

The word "disability" means any state of incapacity resulting from an illness, including an accident or work accident if clause 5-9.10 applies, 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 of any other similar position calling for comparable remuneration which may be offered to him or her by the board.

The employee shall be on disability during the period prescribed under paragraphs B) and C) of clause 5-3.31.

**5-3.04**

"Period of disability" means any continuous period of disability or any series of successive periods of disability separated by less than thirty-two (32)<sup>1</sup> days of actual full-time work or availability for 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.

**5-3.05**

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

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

**5-3.06**

The life insurance plan shall apply as of the date of the coming into force of the agreement.

The health insurance plan shall apply as of the date set by the parity insurance committee. Until that date, the health insurance plan applicable before the coming into force of the agreement shall continue to apply.

The salary insurance plan shall apply as of the coming into force of the agreement.

**5-3.07**

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

**5-3.08**

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

**Parity Insurance Committee****5-3.09**

The provincial negotiating parties agree to establish, as quickly as possible, if this has not already been done, a single parity insurance committee consisting of six (6) persons responsible for the establishment and the application of the basic health insurance plan and complementary plans provided for in this article. The parity insurance committee shall be operational as soon as it is established.

**5-3.10**

The parity insurance committee shall choose a chairperson from outside its membership within twenty (20) days following its creation at the latest, but no later than forty (40) days after the coming into force of the agreement, failing which, the chairperson shall be chosen within the following twenty (20) days by the Chief Justice of the Labour Court. The chairperson should preferably be an actuary, living and domiciled in the province of Québec for at least three (3) years or, failing which, a person having equivalent qualifications.

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<sup>1</sup> Read "eight (8) days" instead of "thirty-two (32) days" if the continuous period of disability which precedes his or her return to work is equal to or less than three (3) calendar months.

**5-3.11**

The provincial negotiating parties shall be entitled to one vote each. The chairperson shall be entitled to one vote to be used solely in the case of a tie vote. Subject to the other recourse of each of the parties, both parties shall expressly renounce any contestation before the arbitration tribunal of any decision rendered by the committee or its chairperson.

**5-3.12**

The parity insurance committee may establish one or several complementary plans and the cost of these plans shall be borne entirely by the participants. The board shall nevertheless take part in the setting up and implementation of these plans as provided for hereinafter, in particular, by deducting the required contributions. The number of complementary plans established shall not exceed four (4). Unless exempted by virtue of clause 5-3.28, participation in a complementary plan shall presume participation in the basic health insurance plan, but a certain amount of life insurance may nevertheless be maintained for retirees.

**5-3.13**

The parity insurance committee may choose to merge with other parity insurance committees provided for in other collective agreements and operate as a single parity insurance committee. It is thus agreed that the committee's mandate shall be that defined above. Moreover, subject to clause 5-3.12, the employees covered by these committees shall constitute a single group. A parity insurance committee which has chosen to merge may withdraw from the group only on a policy anniversary subject to a ninety (90)-day written notice previously given to the other parity insurance committees.

Failing agreement on the part of the provincial negotiating parties as to whether or not a merger should be carried out, the chairperson must not vote and the status quo shall be maintained.

**5-3.14**

The complementary plans, which may be established by a parity insurance committee, may include, together with health insurance benefits, life and salary insurance benefits.

The complementary salary insurance benefits must meet the following requirements:

- The waiting period must not be less than six (6) months nor less than the period corresponding to the expiry of the bank of sick-leave days, as the case may be.
- The basic benefit cannot exceed eighty-five percent (85%) of the salary that the employee would receive if he or she were in the service of the board at the time when the payment of the basic benefit begins. Subsequently, at the committee's choosing, the basic benefit may be adjusted by a rate not exceeding eight percent (8%) per year. Such a benefit shall include any benefit that the employee may receive from any other source with the exception of personal sources.
- The salary insurance benefits paid under the salary insurance plan provided for hereinafter shall be deducted from the amount provided under the complementary plan.

**5-3.15**

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

**5-3.16**

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

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

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

**5-3.17**

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

**5-3.18**

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

- a) There must be a guarantee that neither the factors of the retention formula nor the rate according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year nor more often than once every twelve (12) months thereafter.
- b) The excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed annually by the insurer as dividends or rebates, after deduction of the agreed amount according to the predetermined retention formula allowing for contingency, administration, reserves, taxes and profit.
- c) The premium for a period must be computed in accordance with the rate applying to the participant on the first day of the period.
- d) No premium shall be payable for a period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a period during which the employee ceases to be a participant.

**5-3.19**

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

The provincial negotiating employer group shall be entitled to reimbursement for the costs incurred as provided hereinafter.



5-3.20

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

5-3.21

The members of the parity committee shall not be entitled to any reimbursement of expenses or to any remuneration for their services on this committee, but their employer shall, however, pay their salaries.

Section II      Standard Life Insurance Plan

5-3.22

Every 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). This amount shall be reduced by fifty percent (50%) for the employees referred to in paragraph b) of clause 5-3.01.

5-3.23

The provisions of clause .26 of Appendix C of the 1971-1975 collective agreement shall continue to apply for the 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

5-3.24

The basic plan shall cover, as per the terms set down by the parity insurance committee, all drugs sold by a licensed pharmacist or by a duly authorized physician, as prescribed by a physician or by a dentist, as well as, at the option of the parity committee, ambulance service, hospitalization or medical expenses not otherwise recoverable when the insured employee is temporarily outside 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.

5-3.25

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

	Periods	Contribution as of April 1			
		2011	2012	2013	2014
a) Participant and his or her dependents	14 days	\$5.19	\$5.79	\$6.39	\$6.99
	annual	\$135.13	\$150.72	\$166.31	\$181.90
b) Participant only	14 days	\$2.08	\$2.32	\$2.56	\$2.80
	annual	\$54.08	\$60.32	\$66.56	\$72.80
c) An amount equal to double the contribution paid by the participant for the benefits provided under the basic plan					

**5-3.26**

In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts prescribed in clause 5-3.25 shall be reduced by two thirds (2/3) of the yearly costs 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 provided for above on the condition that the board may not be called upon to pay an amount greater than that paid by the participant himself or herself.

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

**5-3.27**

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

**5-3.28**

Participation in the basic health insurance plan shall be compulsory but an employee may, by giving written prior notice to his or her board, refuse or cease to participate in the health insurance plan provided that he or she establish that he or she and his or her dependents are insured under a group insurance plan affording similar benefits as a dependent within the meaning of clause 5-3.02. In no case may the provisions of this paragraph 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.

**5-3.29**

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

- a) He or she must establish to the satisfaction of the insurer that:
  - i) He or she was previously covered as a dependent under clause 5-3.02 or otherwise by virtue of the current group insurance plan or of any other plan offering similar coverage.
  - ii) It is no longer possible for him or her to continue to be covered.
  - iii) His or her application is filed within thirty (30) days following the termination of his or her coverage.
- b) Subject to paragraph a) above, coverage shall be effective as of the first day of the pay period during which the application is received by the insurer.
- c) In the case of any person not insured under this group insurance plan prior to applying for health insurance thereunder, the insurer shall not be responsible for any payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

**5-3.30**

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

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

**Section IV    Salary Insurance Plan****5-3.31**

- A) Subject to the provisions of the agreement, an employee shall be entitled, for every period of disability during which he or she is absent from work, to:
- i) up to the lesser of the number of sick-leave days accumulated to his or her credit or of five (5) working days<sup>1</sup>: the payment of a benefit equal to the salary he or she would have received had he or she been at work;
  - ii) upon termination of the payment of the benefit provided for in paragraph i), if applicable, but in no event before the expiry of a waiting period of five (5) working days<sup>1</sup> from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five percent (85%) of his or her salary;
  - iii) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two thirds percent (66 2/3%) of his or her salary.

For the purpose of computing the benefits, the employee's salary is the salary rate he or she would receive if he or she were at work in accordance with Chapter 6-0.00.

**B)    Gradual Return to Work**

During the disability period, the board and a regular employee who has a full-time position, and who is absent for at least twelve (12) weeks, may agree to a return to work on a gradual basis. The period of disability already begun shall then continue without extending the maximum period of one hundred and four (104) weeks of benefits. In this case:

- 1) 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; the board shall forward a copy of the request to the union as soon as it receives it.
- 2) The medical certificate must not contain any restriction as regards the performance of duties related to the position.
- 3) The board and the employee shall agree on the period of gradual return to work and its schedule; such period cannot exceed twelve (12) consecutive weeks.
- 4) The gradual return to work shall apply to the position held by the employee.
- 5) During the period of gradual return to work, the employee shall be entitled to his or her salary for the proportion of time worked and to the benefit payable to him or her for the proportion of time not worked.
- 6) At the end of the period of gradual return to work agreed to, the employee shall resume his or her work on a full-time basis.

The board or employee may terminate the gradual return before the end of the period agreed upon. From that moment on, the employee shall remain disabled or shall resume his or her work on a full-time basis.

The provisions of paragraph B) apply to the employee whose disability is in progress on the date of the coming into force of the agreement.

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<sup>1</sup> For the employee who has a part-time position, the expression "five (5) working days" is replaced by the expression "the duration of his or her regular workweek".

**C) Reintegration**

During a disability period, in order to facilitate the eventual return to work of an employee and, upon presentation of a medical certificate from his or her attending physician, the board and the employee may agree on a temporary assignment to a class of employment compatible with his or her qualifications, experience and limitations. The temporary assignment cannot cause an employee's displacement or termination of employment.

The board shall inform the union of the duties offered to the employee. At any time, the employee may require that the temporary assignment cease upon the advice of the attending physician. Subsequently, the employee shall remain on disability leave or shall resume his or her work on a full-time basis.

During that temporary assignment, the employee shall be deemed on disability leave. However, he or she shall receive his or her salary or that of the class of employment of the temporary assignment if it is higher than his or her own as well as salary insurance benefits calculated in proportion to the time not worked.

The duration of the temporary assignment cannot exceed twelve (12) weeks. The disability period in progress continues without however having the effect of extending the maximum period of one hundred and four (104) weeks of benefits. A temporary assignment cannot prevent an employee from benefiting from the gradual return to work prescribed in paragraph B) of this clause.

Paragraph C) applies to an employee whose disability is in progress on the date of the coming into force of the agreement.

**5-3.32**

As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) or, if applicable, in the Teachers Pension Plan (TPP), or the Civil Service Superannuation Plan (CSSP) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit provided for in subparagraph i) of paragraph A) of clause 5-3.31 or in subparagraph i) of paragraph b) of clause 5-3.46 of the agreement, he or she shall benefit from a waiver of his or her contributions to his or her pension plan (RREGOP, TPP or CSSP) without losing any rights. Provisions relating to such a waiver of contributions are an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit. Subject to the provisions of the agreement, payment of any benefits shall not be construed as conferring on the payee the status of an employee nor as increasing his or her rights as such, especially as regards the accumulation of sick-leave days.

**5-3.33**

The salary insurance benefits paid by virtue of clause 5-3.31 or of paragraph b) of clause 5-3.46, as the case may be, are reduced by the initial amount of any basic disability benefit paid to an employee by virtue of a provincial or federal law, except those paid under the Employment Insurance Act, regardless of subsequent increases in basic benefits arising from indexation.

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

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

As of the sixty-first (61<sup>st</sup>) day 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 5-3.31 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 5-3.31 as a result of the application of the first paragraph of this clause.

Every employee who receives a disability benefit paid by virtue of a provincial or federal law, with the exception of the Employment Insurance Act, must, in order to be entitled to his or her salary insurance benefits by virtue of clause 5-3.31 or paragraph b) of clause 5-3.46, as the case may be, notify the board of the amount of the weekly disability benefit paid to him or her. Furthermore, he or she must give his or her written authorization to the board so that the latter may obtain all the necessary information from organizations such as the SAAQ or the RRQ which administer a disability insurance plan from which he or she receives benefits.

#### **5-3.34**

Payment of the benefit shall terminate at the latest when the employee begins his or her retirement. If need be, the amount of benefit payable shall be divided as follows: for each working day of disability during a regular workweek, one fifth of the amount of benefit payable for one complete week.

#### **5-3.35**

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

#### **5-3.36**

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board, subject to the employee providing the supporting documents as required in clause 5-3.37.

#### **5-3.37**

The board may require that the employee who is absent because of disability provide a written certificate for absences of less than four (4) days or a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the board if the employee is absent for less than four (4) days. The board may also require an examination of the employee concerned in connection with any absence. The cost of the examination as well as the employee's transportation costs when the examination requires him or her to travel more than fifty (50) kilometres from his or her usual place of work shall be borne by the board. When the board decides to contest the medical certificate of the attending physician, it shall have a time limit of ten (10) working days in which to inform the employee. The time limit shall begin as of the receipt by the authority designated by the board of the medical certificate containing the information requested.

Upon the employee's return to work, the authority designated by the board may require him or her to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. If the employee's physician and the board's physician disagree, the union or board may request that a third physician settle the dispute. In this case, the two (2) physicians shall designate a third physician.

As a result of the preceding paragraph, 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. The employee called to a medical examination required by the board shall be informed at least five (5) days prior to the examination.

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

**5-3.38**

When payment of benefits is refused by reason of presumed nonexistence or termination of any disability, the employee may appeal the decision according to the provisions of Chapter 9-0.00.

**5-3.39**

On July 1 of every year, the board shall credit each employee covered by the plan provided for in clause 5-3.31 with seven (7) sick-leave days except for an employee's first year of service, in which case the credit shall be thirteen (13) days. This credit of six (6) additional days shall not apply when an employee is relocated by virtue of 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) or fewer sick-leave days accumulated to his or her credit on June 1 may, by a written notice to the board prior to that date, choose not to redeem on June 30 the balance of the (7) seven days granted by virtue of the first paragraph of this clause and not used by that date. The employee, having made this choice, shall add on June 30 the balance of these seven (7) days, which are now nonredeemable, to the sick-leave days already accumulated.

The board shall have a period of fifteen (15) days as of June 30 in which to pay the balance of these seven (7) days. However, the employee may choose to convert the balance of sick-leave days into annual vacation days.

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

The part-time employee who obtains a position on a full-time basis shall, as of the date on which he or she obtains such a position, have up to six (6) days added to his or her bank of nonredeemable sick-leave days.

**5-3.40**

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

For the purpose of this clause, complete month of service means one month during which the employee is in active service for half or more of the total number of working days in the month. For a part-time employee, the number of working days in the month shall correspond to the number of working days of the position he or she holds.

The additional credit of the six (6) nonredeemable days for the first year of service shall be granted regardless of the date of entry into service of the said employee.

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

By way of exception to the preceding provisions, the number of days credited by virtue of clause 5-3.39 shall not be reduced following a temporary layoff carried out by virtue of article 7-2.00.

**5-3.41**

Disabilities for which payment is being made on the date of the coming into force of the agreement shall remain covered under the applicable plan by virtue of the former collective agreement, it being specified that the employee concerned cannot benefit from a new period of disability unless he or she can meet the requirements of clause 5-3.04.

**5-3.42**

- a) On June 30 following the coming into force of the agreement, an employee governed by the provisions of paragraph .36 b) of Appendix C of the 1971-1975 collective agreement who renounces, on that date, the plans under clause 5-3.46 shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30 following the coming into force of the agreement, in accordance with the provisions of the collective agreements applicable prior to the 1971-1975 collective 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 prior to and after June 30 following the coming into force of the agreement.

This value shall be determined on the basis of the salary on June 30 following the coming into force of the agreement and shall bear interest at the rate of five percent (5%) compounded yearly as of the following July 1. 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) On June 30, 2006, an employee governed by the provisions of paragraph .36 b) of Appendix C of the 1971-1975 collective agreement who renounces, on June 30, 2006, such plans under clause 5-3.46 shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 2006 in accordance with the provisions of the collective agreements applicable prior to the 1971-1975 collective 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 prior to and following June 30, 2006.

This value shall be determined on the basis of the salary on June 30, 2006 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 2006. 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, on June 30, 2000, is governed by the provisions of paragraph .36 b) of Appendix C of the 1971-1975 collective agreement and who renounces on June 30, 2000 such plans by virtue of clause 5-3.46 shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 2000 in accordance with the provisions of the collective agreements applicable prior to the 1971-1975 collective agreement or with a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of the redeemable days shall be determined by taking into account the years of service prior to and following June 30, 2000.

This value shall be determined on the basis of the salary on June 30, 2000 and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 2000. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined by virtue of a former collective agreement or a board regulation having the same effect.

- d) The employee who benefited until June 30, 1996 from redeemable sick-leave days shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 1996 in accordance with the provisions of the agreements applicable prior to the 1971-1975 collective agreement or with a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1996.

This value shall be determined on the basis of the June 30, 1996 salary and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1996. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined by virtue of a former collective agreement or a board regulation having the same effect.

- e) The employee who benefited until December 31, 1993<sup>1</sup> from redeemable sick-leave days shall retain the right to the reimbursement of the value of the redeemable days accumulated on June 30, 1994<sup>1</sup> in accordance with the provisions of the collective agreements applicable prior to the 1971-1975 collective agreement or with a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following June 30, 1994<sup>1</sup>.

This value shall be determined on the basis of the June 30, 1994<sup>1</sup> salary and shall bear interest at the rate of five percent (5%) compounded yearly as of July 1, 1994<sup>2</sup>. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined by virtue of a former collective agreement or a board regulation having the same effect.

- f) The employee who benefited until June 30, 1973 from redeemable sick-leave days shall retain the right to the reimbursement of the value of the redeemable days accumulated on July 1, 1973 in accordance with the provisions of the former collective agreements or with a board regulation having the same effect, it being specified that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service prior to and following July 1, 1973.

This value shall be determined on the basis of the July 1, 1973 salary 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 by virtue of a former collective agreement or a board regulation having the same effect.

### 5-3.43

The value of the redeemable days to an employee's credit may be used to pay for the cost of buying back previous years of service according to the provisions relating to pension plans.

The redeemable sick-leave days to an employee's credit according to clause 5-3.42 may also be used at a rate of one day per day, for purposes other than those provided for in this article when the former collective agreements allowed such use. Moreover, the redeemable sick-leave days to an employee's credit may also be used at a rate of one day per day, for purposes other than illness, that is: to cover extensions of leaves granted under article 5-4.00 or to extend the employee's disability leave upon termination of the benefits prescribed in subparagraph iii) of paragraph A) of clause 5-3.31 or for a preretirement leave. The employee may also use his or her nonredeemable sick-leave days to his or her credit, at a rate of one day per day, to extend his or her disability leave upon termination of the benefits prescribed in subparagraph iii) of paragraph A) of clause 5-3.31. In addition, these days may also be used to cover extensions of the leave granted under article 5-4.00.

The redeemable sick-leave days according to clause 5-3.42 as well as the nonredeemable sick-leave days to the credit of an employee who has thirty (30) years or more of seniority may also be used at a rate of one day per day, up to a maximum of ten (10) days per year, to be added to the vacation period of the employee concerned. The provisions of this paragraph shall also apply to the employee who is fifty-five (55) years of age even if he or she does not have the required thirty (30) years of seniority.

The employee who retires or who obtains a preretirement leave after the age of sixty-two (62) may, before he or she leaves, use in advance as a leave of absence with salary the number of days to which he or she would have been entitled had he or she remained in the employ of the board until the age of sixty-five (65). The total number of days which may be used in advance shall be twenty (20).

The redeemable sick-leave days to the employee's credit on June 30, 1973, 1976, 1980, 1983, 1987, 1990, 1995, 2000 and 2006, as the case may be, shall be considered used on that date when used by virtue of this clause as well as by virtue of the other provisions of this article.

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<sup>1 & 2</sup> Read either June 30, 1987 with July 1, 1987, June 30, 1983 with July 1, 1983, June 30, 1980 with July 1, 1980, June 30, 1976 and July 1, 1976.



**5-3.44**

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:

- 1) the redeemable days credited by virtue of clause 5-3.39;
- 2) after having used up the days mentioned in the preceding paragraph, the other redeemable days to the employee's credit;
- 3) after having used up the days in the preceding paragraphs, the nonredeemable days to the employee's credit.

**5-3.45**

Any employee in service at the board can use, subject to the provisions of the following paragraph, up to two (2) days per year for personal matters provided that he or she gives the board an advance notice of at least twenty-four (24) hours.

The days thus used shall be deducted from the credit of seven (7) redeemable days obtained by application of the first paragraph of clause 5-3.39 and, after using up such days, they shall be deducted from the other redeemable days credited to the employee.

The leave of absence for personal matters must be used on a half-day or full-day basis.

**Specific Plan****5-3.46**

- a) If an employee is governed on June 30 following the coming into force of the agreement by the provisions of paragraph .36 b) of Appendix C of the 1971-1975 collective agreement, he or she may choose to benefit from the salary insurance plan described in paragraph A) of clause 5-3.31. To this end, an employee must, before June 30 following the coming into force of the agreement, notify the board in writing that he or she opts for the salary insurance plan described in paragraph A) of clause 5-3.31 by completing a notice of transfer of salary insurance plan.
- b) Any employee who continues to be covered by the plan described in this clause and who changes employer shall be considered a new employee and shall participate in the plan described in clause 5-3.31. However, the fact that an employee is transferred to another school board as a result of an amalgamation, an annexation or a merger shall not constitute a new engagement for the purpose of this paragraph b).

The employee who has thus renounced the plan provided for in paragraph A) of clause 5-3.31 shall continue to accumulate sick-leave days at the rate provided for in paragraph .36 b) of Appendix C of the 1971-1975 collective agreement.

Subject to the provisions of the agreement, this employee shall be entitled to the following, for any period of disability during which he or she is absent from work, instead of the benefits provided for in paragraph A) of clause 5-3.31:

- i) up to a maximum of the number of sick-leave days accumulated to his or her credit: the payment of a benefit equal to the salary he or she would receive if he or she were at work;
- ii) when the accumulated sick-leave days have been used up, where applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the disability period and up to a maximum of fifty-two (52) weeks: the payment of a benefit equal to forty dollars (\$40) per week plus sixty percent (60%) of his or her salary in excess of this amount but not less than sixty-six and two thirds percent (66 2/3%) of his or her salary;
- iii) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: the payment of a benefit equal to seventy-five percent (75%) of the amount determined for the above-mentioned period.

For the purposes of calculating the benefits, the employee's salary is the salary rate applicable to the employee on the date of the beginning of the payment of the benefit referred to in subparagraph ii) above; for employees who hold a part-time position, the amount shall be reduced in proportion to the regular hours worked during the preceding month compared to the regular hours of a full-time employee.

Clauses 5-3.39, 5-3.40, 5-3.42 and 5-3.45 shall not apply to an employee referred to in this paragraph.

#### **5-3.47**

The employee covered by a specific plan who does not use all his or her sick-leave days during a fiscal year shall accumulate, without limit, the days not used, except for the plans involving a limit, in which case the latter shall be maintained.

### **Statement of Bank of Sick-leave Days**

#### **5-3.48**

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

### **5-4.00 PARENTAL RIGHTS**

#### **Section I General Provisions**

##### **5-4.01**

Compensation for maternity leave, paternity leave or adoption leave shall be paid only as a supplement to parental insurance benefits or employment insurance benefits, as the case may be, or, in the cases prescribed hereinafter, as payments during a period of absence for which the Québec Parental Insurance Plan or the Employment Insurance Plan does not provide any benefits.

However, maternity leave, paternity leave or adoption leave benefits shall be paid only during the weeks the employee receives or would receive, after submitting an application for benefits, parental insurance or employment insurance benefits.

In the case where the employee shares the adoption or parental benefits prescribed by the Québec Parental Insurance Plan and the Employment Insurance Plan with his or her spouse, compensation shall be paid only if the employee actually receives a benefit under one of these plans during the maternity leave prescribed in clause 5-4.05, the paternity leave prescribed in clause 5-4.24 or the adoption leave prescribed in clause 5-4.33.

##### **5-4.02**

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

##### **5-4.03**

The board shall not reimburse an employee for an amount that could be claimed from the employee by either the Ministry of Employment and Social Solidarity under the Act respecting parental insurance (R.S.Q., c. A-29.011) or Human Resources and Skills Development Canada (HRSDC) under the Employment Insurance Act.

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

#### 5-4.04

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

### Section II      Maternity Leave

#### 5-4.05

- A) The maternity leave of a pregnant employee eligible for benefits under the Québec Parental Insurance Plan is twenty-one (21) weeks which, subject to clause 5-4.07 or 5-4.08, must be taken consecutively.

The maternity leave of a pregnant employee eligible for benefits under the Employment Insurance Plan is twenty (20) weeks which, subject to clause 5-4.07 or 5-4.08, must be taken consecutively.

The employee who is eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, but who has not completed the twenty (20) weeks' service prescribed in paragraph A) of clause 5-4.12 and in clause 5-4.13 is entitled to a leave of twenty-one (21) or twenty (20) weeks, as the case may be.

The maternity leave of a pregnant employee who is ineligible for benefits under either plan is twenty (20) weeks which, subject to clause 5-4.07 or 5-4.08, must be taken consecutively.

- B) The employee who becomes pregnant while on leave without salary or part-time leave without salary provided for in this article shall also be entitled to maternity leave and to the benefits provided for in clause 5-4.12, 5-4.13 or 5-4.14, as the case may be.
- C) Should the employee's spouse die, the remainder of the maternity leave and the rights and benefits attached thereto shall be transferred to the employee.
- D) An employee shall also be entitled to the maternity leave in cases where there is a miscarriage after the beginning of the twentieth (20<sup>th</sup>) week prior to the expected date of delivery.

#### 5-4.06

The distribution of maternity leave, before and after delivery, shall be decided by the employee. The leave of the employee eligible for benefits under the Québec Parental Insurance Plan shall be concurrent with the period during which benefits are paid under the Act respecting parental insurance and must begin no later than the week following the start of benefits payment under the Québec Parental Insurance Plan.

#### 5-4.07      Suspension of Maternity Leave

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

In addition, an employee who has sufficiently recovered from her delivery and whose child is hospitalized after having left the health establishment may suspend her maternity leave, upon agreement with the board and return to work for the period during which the child is hospitalized.

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

**5-4.08 Division of Maternity Leave**

Upon the employee's request, a maternity leave may be divided into weeks if her child is hospitalized or for a situation other than illness related to pregnancy referred to in sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the maternity leave may be suspended is equal to the number of weeks during which the child is hospitalized. For any other possible divisions, the maximum number of weeks during which the leave may be suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is entitled to the benefits prescribed in clause 5-4.46 during those suspensions.

**5-4.09**

When the employee resumes the maternity leave suspended or divided under clause 5-4.07 or 5-4.08, the board shall pay the employee the allowance to which she would have been entitled had she not availed herself of the suspension or division for the number of weeks remaining under clause 5-4.12, 5-4.13 or 5-4.14, as the case may be, subject to clause 5-4.01.

**5-4.10 Extension of Maternity Leave**

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

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

During those extensions, the employee is considered on leave without salary and shall not receive any allowance or benefit from the board. The employee is entitled to the benefits prescribed in clause 5-4.16 during the first six (6) weeks and subsequently in clause 5-4.46 during those extensions.

**5-4.11 Advance Notice**

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

The time limit for the presentation of the notice may be less if a medical certificate confirms that the employee must leave her job sooner than expected. In the case of an unforeseen event, the employee shall be exempted from the formality of the notice provided that she give the board a medical certificate confirming that she had to leave her job immediately.

**5-4.12 Cases Eligible for the Québec Parental Insurance Plan**

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

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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%): this percentage is based on the fact that an employee in this situation is exempt from making contributions to the pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan equivalent, on average, to seven percent (7%) of her salary.

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

However, if the allowance paid under the Québec Parental Insurance Plan is modified as a result of a change in information provided by the board, the latter shall adjust the allowance accordingly.

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

- B) The board may not offset, in the allowance it pays to the employee on maternity leave, the reduction in the Québec Parental Insurance Plan 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 is customary salary by means of a letter to that effect from the employer paying it. If the employee proves to the board that only part of the salary earned from another employer is customary, compensation shall be limited to that portion.

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

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

#### **5-4.13 Cases Eligible for the Employment Insurance Plan but Ineligible for the Québec Parental Insurance Plan**

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

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

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

However, if the allowance paid under the Employment Insurance benefit is modified as a result of a change in information provided by the board, the latter shall adjust the allowance accordingly.

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

An employee who works for more than one employer shall receive an allowance that is equal to the difference between ninety-three percent (93%) of the basic salary paid by the board and the amount of the Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of her employers a statement of the weekly salary paid by each employer, together with the amount of benefits paid by HRSDC.

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

- c) paragraphs B) and C) of clause 5-4.12 apply with the necessary changes.

#### **5-4.14 Cases Ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan**

An employee excluded from receiving benefits under the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from receiving any compensation prescribed in clause 5-4.12 or 5-4.13.

However, a full-time employee who has accumulated twenty (20) weeks of service<sup>1</sup> is entitled to an allowance equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.

A part-time employee who has accumulated twenty (20) weeks of service<sup>1</sup> is entitled to an allowance equal to ninety-five percent (95%) of her basic weekly salary, for a period of twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.

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

#### **5-4.15**

**In the cases prescribed in clause 5-4.12, 5-4.13 or 5-4.14:**

- a) No allowance may be paid during a period of vacation for which the employee is paid.
- b) Unless the employee is paid weekly, the allowance shall be paid at two (2)-week intervals, the first payment being due, in the case of an employee eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, only fifteen (15) days after the board obtains proof that she is receiving benefits under either plan. For purposes of this paragraph, a statement of benefits, a stub and information provided by the Ministry of Employment and Social Solidarity or the HRSDC to the board in an official statement shall be considered proof.
- c) Service shall be calculated with all the employers in the public and parapublic sectors (education, public service, health and social services), health and social services agencies, all bodies for which, by law, the salary standards and scales are determined according to the conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

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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.

Moreover, the requirement of twenty (20) weeks' service under clause 5-4.12, 5-4.13 or 5-4.14 is deemed to have been met, where applicable, when the employee has satisfied that requirement with any of the employers mentioned in the preceding paragraph.

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

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

Also, any period during which the employee on special leave as prescribed in clause 5-4.20 does not receive any benefits from the Commission de la santé et de la sécurité du travail (CSST) shall be excluded in the calculation of her average basic weekly salary.

If the twenty (20)-week period prior to the maternity leave of the employee who holds a part-time position includes the date of the increase of the salary rates and scales, her basic weekly salary shall be based on the salary rate in effect 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 applicable salary scale adjustment formula.

The provisions of the above paragraphs constitute one of the specific provisions mentioned in clause 5-4.04.

Any temporary layoff period shall not count in determining the average salary.

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

Subsequently, in the case where the employee is reinstated or recalled, as the case may be, as prescribed in the agreement, the maternity leave benefits shall be re-established as of the date on which the employee is reinstated in her position or another position under her recall right.

In both cases, the weeks during which the employee received maternity leave benefits and the weeks included in the layoff period shall be deducted from the number of weeks to which an employee is entitled under clause 5-4.12, 5-4.13 or 5-4.14, as the case may be, and the maternity leave benefits shall be re-established for the number of remaining weeks under clause 5-4.12, 5-4.13 or 5-4.14, as the case may be.

#### 5-4.16

During maternity leave and for the first six (6) weeks of extended maternity leave prescribed in clause 5-4.10, an employee shall receive the following benefits, provided she is normally entitled to them:

- life insurance plan;
- health insurance plan, provided she pays her share;
- accumulation of vacation;
- 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 collective agreement as if she were at work.

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

**5-4.17**

Maternity leave may be for a shorter period than that prescribed in clause 5-4.05. An employee who returns to work within two (2) weeks of the birth must, at the board's request, submit a medical certificate attesting that she has sufficiently recovered to return to work.

**5-4.18**

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

The employee to whom the board has sent such notice must report to work upon termination of the maternity leave, unless the leave is extended as provided for in clause 5-4.51.

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

**5-4.19**

When she returns from her maternity leave, the employee shall return to her position or, as the case may be, a position obtained at her request during the leave, in accordance with the provisions of the agreement. Should the position have been abolished or, in the case of a displacement, the employee shall be entitled to the benefits she would have had if she been at work.

Moreover, upon her return, the employee who does not have a position shall resume the assignment she had at the time of her departure if the duration foreseen for such assignment continues after the end of the maternity leave. If the assignment has ended, the employee shall be entitled to the provisions of the agreement.

**Section III Special Pregnancy and Breastfeeding Leaves****Temporary Assignment and Special Leaves****5-4.20**

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

- a) She is pregnant and her working conditions entail risks of infectious disease or physical dangers for herself or her unborn child.
- b) Her working conditions entail dangers for the child whom she is breastfeeding.
- c) She works regularly at a cathode-ray 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 inform the union immediately giving the name of the employee and the reasons supporting the request for preventive reassignment.

If an employee consents, other than the employee requests the temporary assignment may, after having obtained the board's consent, exchange his or her position with the pregnant employee for the duration of the temporary assignment. This provision applies as long as either one meets the normal requirements of the position.

The employee thus assigned to another position or the employee who consents to fill the employee's position shall maintain the rights and privileges related to their respective regular position.



For the employee who works regularly at a cathode-ray screen, the temporary assignment mentioned in the first paragraph of this clause shall have priority over the application of the provisions dealing with the filling of temporarily vacant positions and increases in workload, with the exception of the use of the services of the employee in surplus.

If this assignment is not carried out immediately, the employee shall be entitled to a special leave which begins immediately. Unless a temporary assignment arises afterward to cancel this special leave, the special leave shall terminate for the pregnant employee on the date of the birth and, for the employee who is breastfeeding, at the end of the breastfeeding. However, for employees eligible for benefits payable under the Act respecting parental insurance, the special leave shall end the fourth (4<sup>th</sup>) week prior to the expected date of delivery.

During the special leave provided for in this clause, the employee's compensation is regulated by the provisions of the Act respecting occupational health and safety concerning the reassignment of the pregnant employee or the employee who is breastfeeding.

However, 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 CSST pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made at a rate of ten percent (10%) of the salary payable per pay period until the amount owed is paid. 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.

The employee who works regularly at a cathode-ray screen may request that her working time at the screen be reduced. The board must study the possibility of temporarily changing the duties, without loss of rights, of the employee assigned to a cathode-ray screen so as to reduce her working time at the screen to a maximum of two (2) hours per half-day of work. If changes are possible, the board shall then assign her to other duties which she is reasonably capable of performing for the remainder of her working time.

## **Other Special Leaves**

### **5-4.21**

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; this special leave cannot be extended beyond the beginning of the fourth (4<sup>th</sup>) week before the due date;
- b) upon presentation of a medical certificate prescribing the duration when a natural or induced miscarriage occurs before the beginning of the twentieth (20<sup>th</sup>) week preceding the due date;
- c) for visits related to the pregnancy carried out by a health professional and attested to by a medical certificate or a written report signed by a midwife.

The employee shall be granted a special leave with full salary for a maximum of four (4) days which may be taken in half-days.

### **5-4.22**

During the special leaves granted under this section, the employee shall avail herself of the benefits prescribed in clause 5-4.16, insofar she is normally entitled to them, and in clause 5-4.19. An employee covered by clause 5-4.21 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. However, in the case of subparagraph c) of clause 5-4.21, the employee must first have used up the four (4) days mentioned therein.

## Section IV Paternity Leave

### 5-4.23

A male employee whose spouse delivers a child 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 such leave if his spouse has a miscarriage after the beginning of the twentieth (20<sup>th</sup>) week preceding the due date. This leave may be taken discontinuously and must be taken between the beginning of the actual delivery and the fifteenth (15<sup>th</sup>) day after the mother or child returns home.

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

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

### 5-4.24

Upon the birth of his child, a male employee shall also be entitled to paternity leave of no more than five (5) weeks which, subject to clauses 5-4.27 and 5-4.28, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

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

## Cases Eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan

- A) The paternity leave of the employee eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall coincide with the period during which benefits granted under one of these plans are paid and must begin no later than the week following the start of benefits payment.

During the paternity leave prescribed in this clause, the employee shall receive an allowance equal to the difference between his basic weekly salary and the amount of benefits that he is receiving or would receive had he submitted an application for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.

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

However, if the Québec Parental Insurance Plan or Employment Insurance Plan benefit is modified as a result of a change in information provided by the board, the latter shall adjust the benefit accordingly.

An employee who works for more than one employer under subparagraph c) of clause 5-4.15 shall receive an allowance equal to the difference between one hundred percent (100%) of the basic salary paid by the board and the amount of the Québec Parental Insurance Plan or Employment Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of his employers a statement of the weekly salary paid under the Québec Parental Insurance Plan or the Employment Insurance Plan.

- B) The board may not offset, in the allowance it pays to the employee on paternity leave, the reduction in the Québec Parental Insurance Plan or Employment Insurance Plan 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 is customary salary by means of a letter to that effect from the employer paying it. If the employee proves to the board that only part of the salary earned from another employer is customary, compensation shall be limited to that portion.

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

- C) The total amounts received by the employee during his paternity leave as Québec Parental Insurance Plan or Employment Insurance Plan benefits, compensation and salary may not exceed one hundred percent (100%) of the basic weekly salary paid by his board or, where applicable, employers.

#### **5-4.25 Cases Ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan**

An employee excluded from receiving paternity benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan shall receive during the paternity leave prescribed in clause 5-4.24 an allowance equal to his basic weekly salary.

#### **5-4.26**

Subparagraphs a), b), d) and e) of clause 5-4.15 apply to an employee who receives the benefits prescribed in clause 5-4.24 or 5-4.25 with the necessary changes.

#### **5-4.27 Suspension of Paternity Leave**

When his child is hospitalized, the employee may interrupt his paternity leave prescribed in clause 5-4.24, upon agreement with the board, and return to work for the duration of the hospitalization.

#### **5-4.28 Division of Paternity Leave**

Upon the employee's request, a paternity leave prescribed in clause 5-4.24 may be divided into weeks prior to the expiry of the first fifty-two (52) weeks. The leave may be divided if the employee's child is hospitalized or because of a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the paternity leave may be suspended is equal to the number of weeks during which the child is hospitalized. For any other possible divisions, the maximum number of weeks during which the leave may be suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is entitled to the benefits prescribed in clause 5-4.46 during those suspensions.

#### **5-4.29**

When an employee resumes the paternity leave suspended or divided under clause 5-4.27 or 5-4.28, the board shall pay the employee the allowance to which he would have been entitled had he not availed himself of the suspension or division. The board shall pay the allowance for the number of weeks remaining under clause 5-4.24, subject to clause 5-4.01.

#### **5-4.30 Extension of Paternity Leave**

An employee who, before the expiry date of his paternity leave prescribed in clause 5-4.24, sends the board a notice accompanied by a medical certificate attesting that the state of health of his child requires it, is entitled to extend his paternity leave for the duration indicated in the medical certificate.

During the extended leave, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is entitled to the benefits prescribed in clause 5-4.46 during that period.

#### **5-4.31**

During the paternity leaves granted under this section, the employee shall be entitled to the benefits prescribed in clause 5-4.16, provided he is normally entitled to them and in clause 5-4.19.

### **Section V Adoption Leave and Leave for Adoption Purposes**

#### **5-4.32**

The employee is entitled to a paid leave of a maximum duration of five (5) working days for the adoption of a child other than his or her spouse's child. This leave may be discontinuous, but must be taken within fifteen (15) days after the child is brought home.

One of the five (5) days may be taken for the baptism or registration.

#### **5-4.33**

An employee who legally adopts a child, other than his or her spouse's child, is entitled to a maximum of five (5) weeks of adoption leave which, subject to clauses 5-4.36 and 5-4.37, must be taken consecutively. The leave must end no later than the end of the 52<sup>nd</sup> week following the week the child is brought home.

#### **5-4.34 Cases Eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

The leave of an employee eligible for Québec Parental Insurance Plan or Employment Insurance Plan benefits shall be taken simultaneously with the period during which benefits granted under one of these plans and must begin no later than the week following the start of benefits payment.

- A) During the adoption leave provided for in clause 5-4.33, the employee shall receive compensation equal to the difference between his or her basic weekly salary and the amount of benefits he or she is receiving or would receive had he or she submitted an application for benefits under the Québec Parental Insurance Plan or Employment Insurance Plan.

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

However, if the Québec Parental Insurance Plan or Employment Insurance Plan benefit is modified as a result of a change in information provided by the board, the latter shall adjust the benefit accordingly.

An employee who works for more than one employer from among those mentioned in subparagraph c) of clause 5-4.15 shall receive an allowance equal to the difference between one hundred percent (100%) of the basic salary paid by the board and the amount of the Québec Parental Insurance Plan or Employment Insurance Plan benefit corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the employee shall submit to each of his or her employers a statement of the weekly salary paid by each employer, together with the amount of benefits payable under the Québec Parental Insurance Plan or the Employment Insurance Plan.

- B) The board may not offset, in the allowance it pays to the employee on adoption leave, the reduction in the Québec Parental Insurance Plan or Employment Insurance Plan 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 is customary salary by means of a letter to that effect from the employer paying it. If the employee proves to the board that only part of the salary earned from another employer is customary, compensation shall be limited to that portion.

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

- C) The total amounts received by the employee during his or her adoption leave as Québec Parental Insurance Plan or Employment Insurance Plan benefits, compensation and salary may not exceed one hundred percent (100%) of the basic weekly salary paid by his or her board or, where applicable, employers.

#### **5-4.35 Cases Ineligible for the Québec Parental Insurance Plan and the Employment Insurance Plan**

An employee excluded from receiving adoption benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan who adopts a child other than his or her spouse's child shall receive during the adoption leave prescribed in clause 5-4.33 an allowance equal to his or her basic weekly salary.

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

#### **5-4.36 Suspension of Adoption Leave**

If the child is hospitalized, the employee may suspend his or her adoption leave prescribed in clause 5-4.33, upon agreement with the board and return to work for the duration of the hospitalization.

#### **5-4.37 Division of Adoption Leave**

Upon the employee's request, an adoption leave prescribed in clause 5-4.33 may be divided into weeks prior to the expiry of the fifty-two (52) weeks. The leave may be divided if the employee's child is hospitalized or because of a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the adoption leave may be suspended is equal to the number of weeks during which the child is hospitalized. For any other possible divisions, the maximum number of weeks during which the leave may be suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is entitled to the benefits prescribed in clause 5-4.46 during those suspensions.

#### **5-4.38**

When the employee resumes the adoption leave suspended or divided under clause 5-4.36 or 5-4.37, the board shall pay the employee the allowance to which he or she would have been entitled had he or she not availed himself or herself of the suspension or division for the number of weeks remaining under clause 5-4.33, subject to clause 5-4.01.

#### **5-4.39 Extension of Adoption Leave**

An employee who forwards to the board, prior to the expiry date of his or her adoption leave prescribed in clause 5-4.33, a notice accompanied by a medical certificate attesting that the health of his or her child so requires, is entitled to an extended adoption leave. The duration shall be specified in the medical certificate.

During the extended leave, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee shall be covered by clause 5-4.46 during that period.

#### **5-4.40**

During the adoption leave prescribed in clause 5-4.32, 5-4.33 or 5-4.41, the employee shall be entitled to the benefits prescribed in clause 5-4.16, provided he or she is normally entitled to them and in clause 5-4.19.

#### **5-4.41 Leave for the Purposes of Adopting the Spouse's Child**

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

The leave may be discontinuous but it may not be taken more than fifteen (15) days after the adoption papers were filed.

#### **5-4.42**

Subparagraphs a), b), d) and e) of clause 5-4.15 apply to an employee who receives the benefits prescribed in clause 5-4.34 or 5-4.35 with the necessary changes.

#### **5-4.43 Leave Without Salary for Adoption Purposes**

An employee is 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 when full legal responsibility for the child is assumed.

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

However, the leave ends no later than the week following the start of benefits payment under the Québec Parental Insurance Plan and the provisions of clause 5-4.33 apply.

During the leave without salary, the employee is entitled to the benefits prescribed in clause 5-4.46.

### **Section VI Leaves of Absence Without Salary and Part-time Leaves Without Salary**

#### **5-4.44**

a) An employee shall be entitled to one of the following leaves:

1. A leave of absence without salary for two (2) years immediately following the maternity leave prescribed in clause 5-4.05.
2. A leave of absence without salary for two (2) years immediately following the paternity leave prescribed in clause 5-4.24. However, the leave must not exceed the 125<sup>th</sup> week following the birth.
3. A leave of absence without salary for two (2) years immediately following the adoption leave prescribed in clause 5-4.33. However, the leave must not exceed the 125<sup>th</sup> week after the child is brought home.

The full-time employee who does not use the leave of absence without salary shall be entitled to a part-time leave of absence without salary for a maximum of two (2) years. However, the leave must not exceed the 125<sup>th</sup> week after the child is born or brought home.

For the duration of the leave, the employee shall be entitled, following a written request submitted to the board at least thirty (30) days in advance, to one of the following changes:

- i) from a leave without salary to a part-time leave without salary or vice versa;

- ii) from a part-time leave without salary to a different part-time leave without salary.

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

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

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

- b) The employee who does not use the leave of absence provided for in paragraph a) of this clause may take, after the birth or adoption of his or her child, a leave of absence without salary of no more than fifty-two (52) continuous weeks which begins at the time decided by the employee 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 has assumed legal responsibility for the child.

#### **5-4.45**

Upon the employee's request, a full-time leave without salary prescribed in paragraph a) of clause 5-4.44 may be divided into weeks prior to the end of the first fifty-two (52) weeks. The leave may be divided if the employee's child is hospitalized or because of a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the full-time leave without salary may be suspended is equal to the number of weeks during which the child is hospitalized. For any other possible divisions, the maximum number of weeks during which the leave may be suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the employee is considered on leave without salary and shall not receive any allowances or benefits from the board. The employee is entitled to the benefits prescribed in clause 5-4.46 during those suspensions.

#### **5-4.46**

During the leave of absence without salary, the employee shall accumulate his or her seniority, shall retain his or her experience and shall continue to participate in the applicable basic health insurance plan and shall pay his or her share of the premiums due for the first fifty-two (52) weeks of the leave and the entire amount of the premiums for the following weeks. Moreover, he or she may continue to participate in the other applicable complementary insurance plans by making a request at the beginning of the leave and by paying the entire amount of the premiums.

During the part-time leave of absence without salary, an employee shall also accumulate his or her seniority and, whenever he or she works, shall be governed by the rules applicable to part-time employees.

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

#### **5-4.47**

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

**5-4.48**

At the end of the leave of absence without salary or part-time leave of absence without salary, the employee may resume his or her position or, where applicable, a position which he or she would have obtained at his or her request in accordance with the provisions of the agreement. Should the position be abolished or in the case of a displacement, the employee shall be entitled to the benefits he or she would have had had he or she been at work.

Moreover, upon his or her return from the leave of absence without salary or part-time leave of absence without salary, the employee who does not have a position shall resume the assignment he or she had at the time of his or her departure if the duration foreseen for such assignment continues after the end of the leave. If the assignment has terminated, the employee shall be entitled to the provisions of the agreement.

**Leave for Parental Responsibilities****5-4.49**

A leave of absence without salary or a part-time leave of absence 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 prolonged illness and requires his or her care. The terms and conditions of the leave are provided for in clauses 5-4.52 and 5-4.53.

**Section VII Miscellaneous Provisions****5-4.50**

As regards paternity and adoption leaves:

- a) The employee must send, as soon as possible, the board a notice prior to the leaves prescribed in clauses 5-4.23 and 5-4.32.
- b) The leaves prescribed in clauses 5-4.24 and 5-4.33 shall be granted upon a written request submitted at least three (3) weeks in advance. However, the time limit may be shorter if the birth occurs before the expected due date.

The request must specify the expected expiry date of the leave.

The employee must report for work upon the expiry of his paternity leave prescribed in clause 5-4.24 or his or her adoption leave prescribed in clause 5-4.33, unless extended in the manner prescribed in clause 5-4.51.

The employee who does not comply with the preceding paragraph shall be deemed on leave without salary for a period not exceeding four (4) weeks. At the end of that period, the employee who has not reported for work is deemed to have resigned.

**5-4.51**

The leave without salary prescribed in clause 5-4.44 shall be granted following a written request submitted at least three (3) weeks in advance.

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

In the case of the leave of absence without salary or part-time leave of absence without salary, the request must specify the date of return to work. It must also specify the schedule of the leave as it relates to the position held by the employee. 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 (2 1/2) days per week or the equivalent for up to two (2) years. The employee and the board may agree at any time on the rescheduling of the part-time leave without salary.



**5-4.52**

The employee to whom the board has sent a four (4)-week notice indicating the termination date of the leave of absence without salary must inform the board, at least two (2) weeks prior to the termination of the said leave, of his or her return to work. If he or she does not report for work on the anticipated date, he or she is deemed to have resigned.

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

**5-4.53**

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

Similarly, an employee who receives a regional disparity premium under this agreement shall receive such a premium for the weeks during which he or she receives benefits, as the case may be, prescribed in clause 5-4.24 or 5-4.33.

Notwithstanding the foregoing, the total amount of parental benefits, allowances and premiums received by the employee may not exceed ninety-five percent (95%) of his or her basic salary plus any regional disparity premium.

**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 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 employee who is 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 who is elected in a provincial or federal election shall remain on leave of absence without salary for the duration of his or her mandate.

**5-5.06**

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

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

For the purpose of applying the preceding provisions, the board may fill on a permanent basis a position left vacant by the employee on leave as of the beginning of the second year of the leave mentioned above.

## **5-6.00 VACATION**

### **5-6.01**

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

### **5-6.02**

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

However, at the board's request, the employee working in the special education sector or in the day care services sector may use vacation days prior to the beginning of the fiscal year in which the vacation is due.

The employee who is absent from work because of an illness or an employment injury 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 is not back at work at the end of the fiscal year, to another period in a subsequent fiscal year to be determined after agreement between the employee and the board.

### **5-6.03**

For the sole purpose of the table in clause 5-6.09, one or more periods of disability up to a maximum of two hundred and forty-two (242) workdays per fiscal year, a work accident, a leave of absence without salary the total duration of which does not exceed one month as well as the days included during the temporary layoff period according to the provisions of article 7-2.00 shall constitute active service. In the case of such temporary layoff, only the days during which the employee would have been in active service, were it not for his or her temporary layoff, shall be computed for purposes of calculating active service.

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

For a new employee as well as for an employee who leaves his or her position permanently, the month during which he or she leaves shall count for one complete month of active service, provided that he or she worked one half or more of the workdays of the month.

### **5-6.04**

The vacation period shall be determined in the following manner:

- a) i) Before May 1 of each year, the board must consult the union or group of unions concerned before establishing a period of total or partial shutdown of its activities for a period not exceeding ten (10) workdays, unless there is an agreement with the union.

Every employee affected by the total or partial shutdown must take all the vacation days to which he or she is entitled during the shutdown period. However, an employee may request to work during that period and take his or her vacation at another time, subject to the approval of the board prescribed in the following paragraph b).

- ii) The preceding subparagraph i) does not apply to the employee who holds a cyclical position; however, the board may require that such employee take ten (10) days of vacation to which he or she is entitled, scheduled immediately prior to the temporary layoff, even if this occurs before the beginning of the fiscal year during which the vacation is due. In the case of an employee working in the day care services or special education sector, the board may require that the days of vacation be taken during spring break.
  - iii) The employee who is entitled to a number of days of vacation greater than the number of days used under one of the preceding paragraphs shall take the additional days according to the following terms.
- b) Before May 15 of each year, the employees shall choose the dates on which they wish to take their vacation. The employees' choices shall be submitted to the board for approval and the latter shall take into account the needs of the office, department, school or centre concerned. The immediate superior must confirm, in writing, to the employee whether he or she accepts or refuses the choice of vacation within ten (10) working days of submitting it. In the case of an employee working in the special education or in the day care services sector, vacation may be taken in a discontinuous manner but must be taken when the student or students is or are absent.

When in an office, department, school or centre the number of choices expressed for the same period is greater than the number of choices authorized, the choice of the employees with the least seniority shall be refused.

Any employee whose choice of vacation is not approved by virtue of this clause shall choose new dates.

- c) Once the vacation period has been approved by the board, a change is possible when requested by an employee if the administrative unit's needs permit and if the change does not affect the vacation periods of other employees.
- d) The board and the union may agree on terms and conditions other than those provided for in this clause.

#### **5-6.05**

The employee must take his or her vacation in periods of at least five (5) consecutive days. However, an employee may use a maximum of five (5) days of annual vacation either in full days or more than one day at a time. The choice shall be submitted to the board for approval, which shall take into account the needs of the office, department, school or centre concerned.

#### **5-6.06**

The employee on vacation shall continue to receive the salary that is regularly paid to him or her according to the provisions of article 6-8.00. However, the salary shall be paid to him or her before his or her departure for the entire vacation period, if it is five (5) days or more.

#### **5-6.07**

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

#### **5-6.08**

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

- 1) 20 working days of vacation if he or she has less than 17 years of seniority on June 30 of the year of acquisition;
- 2) 21 working days of vacation if he or she has 17 years or more of seniority on June 30 of the year of acquisition;

- 3) 22 working days of vacation if he or she has 19 years or more of seniority on June 30 of the year of acquisition;
- 4) 23 working days of vacation if he or she has 21 years or more of seniority on June 30 of the year of acquisition;
- 5) 24 working days of vacation if he or she has 23 years or more of seniority on June 30 of the year of acquisition;
- 6) 25 working days of vacation if he or she has 25 years or more of seniority on June 30 of the year of acquisition.

5-6.09

Subject to clause 5-6.03, the employee whose duration of active service during the year of acquisition of vacation was less than one year shall be subject to a reduction in the number of his or her vacation days and shall be entitled to the number of vacation days as determined by the following table:

Table of accumulation of days of vacation

	NORMAL DURATION OF VACATION BASED ON EMPLOYEE'S SENIORITY					
TOTAL NUMBER OF DAYS OF ACTIVE SERVICE DURING YEAR OF ACQUISITION	20 days	21 days	22 days	23 days	24 days	25 days
5 to 10	0.5	0.5	0.5	0.5	0.5	0.5
11 to 16	1.0	1.0	1.0	1.0	1.0	1.0
17 to 22	1.5	1.5	1.5	2.0	2.0	2.0
23 to 28	2.0	2.0	2.5	2.5	2.5	2.5
29 to 34	2.5	3.0	3.0	3.0	3.0	3.0
35 to 40	3.0	3.0	3.5	3.5	3.5	4.0
41 to 46	3.5	3.5	4.0	4.0	4.0	4.5
47 to 52	4.0	4.5	4.5	4.5	5.0	5.0
53 to 58	4.5	5.0	5.0	5.0	5.5	5.5
59 to 64	5.0	5.5	5.5	6.0	6.0	6.0
65 to 70	5.5	6.0	6.0	6.5	6.5	7.0
71 to 76	6.0	6.5	6.5	7.0	7.0	7.5
77 to 82	6.5	7.0	7.0	7.5	8.0	8.0
83 to 88	7.0	7.5	8.0	8.0	8.5	8.5
89 to 94	7.5	8.0	8.5	9.0	9.0	9.5
95 to 100	8.0	8.5	9.0	9.0	9.5	10.0
101 to 106	8.5	9.0	9.5	10.0	10.0	10.5
107 to 112	9.0	9.5	10.0	10.5	11.0	11.0
113 to 118	9.5	10.0	10.5	11.0	11.5	12.0
119 to 124	10.0	10.5	11.0	11.5	12.0	12.5
125 to 130	10.5	11.0	11.5	12.0	12.5	13.0
131 to 136	11.0	11.5	12.0	12.5	13.0	13.5
137 to 142	11.5	12.0	12.5	13.5	14.0	14.5
143 to 148	12.0	13.0	13.5	14.0	14.5	15.0
149 to 154	12.5	13.0	14.0	14.5	15.0	15.5
155 to 160	13.0	14.0	14.5	15.0	15.5	16.0
161 to 166	13.5	14.5	15.0	15.5	16.0	17.0
167 to 172	14.0	15.0	15.5	16.0	17.0	17.5
173 to 178	14.5	15.5	16.0	17.0	17.5	18.0
179 to 184	15.0	16.0	16.5	17.0	18.0	19.0
185 to 190	15.5	16.5	17.0	18.0	18.5	19.0
191 to 196	16.0	17.0	18.0	18.5	19.0	20.0
197 to 202	16.5	17.5	18.0	19.0	20.0	20.5
203 to 208	17.0	18.0	19.0	19.5	20.5	21.0
209 to 214	17.5	18.5	19.5	20.0	21.0	22.0
215 to 220	18.0	19.0	20.0	21.0	22.0	22.5
221 to 226	18.5	19.5	20.5	21.5	22.0	23.0
227 to 232	19.0	20.0	21.0	22.0	23.0	24.0
233 to 241	19.5	20.5	21.5	22.5	23.5	24.5
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 clause 5-6.11 of the 1975-1979 collective agreement, for one of the fiscal years of the agreement, would have had 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 6 of clause 5-6.08 for the year in question shall be entitled, for the duration of the agreement, to this additional number of vacation days. The excess shall be reduced by any additional day of vacation that may be granted to him or her by the application of subparagraphs 2 to 6 of clause 5-6.08.

**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 shall include any activity designed to enable the employee to acquire new techniques and skills to better perform his or her duties or those he or she could be called upon to perform at the board, particularly within the context of a career transition caused by the elimination of his or her class of employment.

**5-7.03**

Training activities shall include any activity which leads to a diploma.

**5-7.04**

When a board requests an employee to take professional improvement courses or when, following an employee's request, the board authorizes him or her 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.

**5-7.05**

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

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

**5-7.06**

After consulting the Labour Relations Committee or, at the union's request, a Training and Professional Improvement Parity Committee, the board shall establish a training and professional improvement policy applicable to all employees.

**5-7.07**

Every year, the Training and Professional Improvement Parity Committee shall establish a professional improvement program taking into account the needs expressed by the various administrative units and including a schedule of activities. It shall be based on the projects submitted by employees, groups of employees or the board.

The committee shall foster the professional improvement of the greatest possible number of employees and ensure an equitable distribution of the amounts available in relation to the priorities established.

**5-7.08**

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

**5-7.09**

For the purpose of applying this article, the board shall have available, for each fiscal year of the agreement, an amount equal to sixty dollars (\$60) per regular employee and per employee occupying a specific position on a full-time basis or the equivalent in the case of part-time employees covered by the agreement. This amount shall be calculated at the beginning of each fiscal year.

For each fiscal year of the collective agreement, the board shall also have an additional amount of forty dollars (\$40) for each regular employee and each employee occupying a full-time specific position or the equivalent in the case of part-time employees, covered by the agreement. The board shall decide on how the amounts will be used; the amounts must be used, as a priority, for the training and professional development of regular day care service employees. Amounts shall be determined at the beginning of each fiscal year.

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

**5-7.10**

No later than June 30 of each fiscal year, the board shall forward to the union a written summary report of the amounts allocated to training and professional improvement for the year in progress, the use of such amounts and forecasts of the amounts available for the next fiscal year.

**5-7.11**

Professional improvement activities shall be remunerated at a single rate. The remuneration paid cannot be less than the employee's regular remuneration.

Notwithstanding the foregoing, any professional improvement activities taken in the evening or on the weekend shall be remunerated only if it was taken at the board's request.

**5-7.12**

The board cannot refuse professional improvement requests if the needs of the department so permit.

**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 in the performance and within the limits 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 in the performance and within the limits 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 claim.

- c) He or she surrenders 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 signs 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 on the employee's part. In the case where an employee holds an insurance policy which covers the total or partial loss, theft or destruction of such belongings, the board shall pay the employee only the excess of the actual loss incurred after the compensation is paid by the insurer.

#### **5-8.05**

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

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

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

#### **5-9.01**

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

#### **5-9.02**

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

### **Miscellaneous Provisions**

#### **5-9.03**

The employee must inform his or her immediate superior of the details concerning the employment injury as soon as possible. Moreover, he or she shall submit a medical certificate to the board.

#### **5-9.04**

The employee shall be entitled to receive care from the health professional and health establishment of his or her choice.

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

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

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



**5-9.05**

First-aid services shall be placed at the disposal of employees, as is presently the practice.

**5-9.06**

For the purpose of this article, the term "consolidation" means the healing or stabilization of an employment injury following which no improvement of the state of health of the injured employee is foreseeable.

**Salary****5-9.07**

For 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 as suffered, he or she shall be entitled to his or her salary as if he or she were at work, subject to the following provisions:

His or her gross taxable salary shall be determined in the following manner:

- the board shall deduct the equivalent of all amounts required by the law and the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity and the difference shall be brought to a gross taxable salary on the basis of which the board shall deduct all amounts, contributions and benefits required by law and the agreement.

Despite the date of consolidation, the board shall maintain the salary of the employee whose return to the board is scheduled for a later date.

**5-9.08**

Subject to clause 5-9.07, the CSST shall reimburse the board the amount corresponding to the income replacement indemnity it pays.

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

**Group Plans****5-9.09**

The employee who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan provided for in clause 5-3.22 and by the health insurance plan provided for in clause 5-3.24.

He or she shall also benefit until the consolidation of the employment injury, without losing any rights, from the waiver of his or her contributions to the health insurance plan and to the pension plan (TPP, RREGOP, CSSP). The provisions concerning the waiver of such contributions are an integral part of the pension plan provisions and the resulting costs shall be shared as is the case with any other benefit.

**5-9.10**

In the case where the date of consolidation of the employment injury is prior to the 104<sup>th</sup> week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan provided for in clause 5-3.31 shall apply if the employee is, following this same injury, still disabled within the meaning of clause 5-3.03 and, in this case (termination of income replacement indemnity), the date of the beginning of such absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-3.31 and 5-3.44.

Moreover, for the employee who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 5-3.31, the salary insurance plan provided for in the said clause shall apply to make up the difference if the employee is, following this same injury, still disabled within the meaning of clause 5-3.03 and, in such a case, the date of the beginning of such work accident shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-3.31 and 5-3.44.

#### **5-9.11**

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.

### **Right to Return to a Suitable Position**

#### **5-9.12**

- A) An employee who cannot be reinstated in his or her position by reason of an employment injury but who becomes able to occupy a suitable position within the meaning of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) shall be entitled to the following provisions:
- 1) The board, after consulting the union and with the employee's consent, shall assign a vacant position, if any.
  - 2) The board, after consulting the union and with the employee's consent, may adapt the latter's position or another vacant position. The employee shall then receive the salary provided for that position and, for as long as he or she holds the position, he or she cannot be displaced by another employee, notwithstanding article 7-3.00.
  - 3) Upon agreement with the board and after consulting the union, this employee can exchange positions with another employee if the latter so agrees. The board and the union shall agree on the terms and conditions relating to such an exchange of positions. The employee shall then receive the salary provided for that position and, for as long as he or she holds the position, he or she cannot be displaced by another employee, notwithstanding article 7-3.00.
  - 4) The employee must have the required qualifications and meet the other requirements determined by the board for the said position.
  - 5) The provisions of this paragraph A) apply, notwithstanding clause 7-1.11.
- B) The employee who cannot find a suitable position by virtue of the preceding provisions shall be entitled to the following provisions:
- 1) When a position becomes available within the framework of article 7-1.00, the employee may apply for the position in writing at any step provided for in clause 7-1.11.
  - 2) The employee shall obtain the position if he or she has the most seniority among the candidates.
  - 3) The employee must have the required qualifications and meet the other requirements determined by the board for the said position.
  - 4) The employee's right may be exercised only during the two (2) years immediately following the beginning of his or her absence or during the year following the date of consolidation of his or her employment injury if such date is later.
- C) The provisions of article 7-4.00 apply to the employee who was unable to find a suitable position during the period prescribed above.

- D) As of the date of consolidation of the employment injury, the position previously held by the employee becomes vacant and is governed by article 7-1.00, unless the position was abolished within the framework of article 7-3.00 since the employment injury.

**5-9.13**

The employee who obtains a position by virtue of the provisions of subparagraph 1) of paragraph A) of clause 5-9.12 or of paragraph B) of clause 5-9.12 shall benefit from the provisions of clause 6-2.18 concerning involuntary demotion; if the employee receives an income replacement indemnity, the amounts payable under clause 6-2.18 shall be reduced accordingly.

**5-9.14**

The employee who obtains a position in accordance with paragraph A) or B) of clause 5-9.12 shall benefit from a period of adaptation of fifty (50) days actually worked at the end of which he or she shall hold the position subject to the following: if the board determines during that period that the employee is unable to perform his or her duties suitably, it shall inform him or her in writing and he or she shall then be again eligible for the provisions of clause 5-9.12 as if he or she had never held the position. A copy of the notice shall be forwarded to the union at the same time. In the event of arbitration, the burden of proof shall rest with the board.

**5-9.15**

The board and the union may agree on particular rules concerning the movement of personnel as regards the application of paragraphs A) and B) of clause 5-9.12 for the reinstatement of the employee in a suitable position.

**General Provisions****5-9.16**

The employee who returns to work following an absence provided for in this article and who must be absent from work for treatment or medical examinations related to his or her employment injury or to carry out an activity within the framework of his or her personal rehabilitation program shall obtain a leave without loss of salary.

**5-9.17**

The board may temporarily assign the employee duties he or she is able to perform even if his or her employment injury has not consolidated if the physician in charge of the employee is of the opinion that:

- 1) the employee is reasonably fit to carry out the duties;
- 2) the work does not endanger his or her health, safety or physical well-being, taking into account his or her employment injury, and
- 3) the work is conducive to the employee's rehabilitation.

The employee who does not agree with the physician may avail himself or herself of the procedure provided for in sections 37 to 37.3 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) but, in this case, he or she shall not be required to perform the work as long as the physician's report has not been confirmed by a final decision.

The provisions of this clause may also apply to the employee referred to in clause 5-9.12.

**5-9.18**

- a) An employee working in a cafeteria and or an employee working as a student supervisor whose regular workweek is fifteen (15) hours or less referred to in article 10-2.00 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 to recall beyond this period in accordance with the provisions of clause 10-2.07.

- b) The employee working within the framework of adult education or vocational education courses referred to in article 10-1.00 shall be reinstated in his or her position if he or she is again able to perform his or her duties during the same session. However, he or she shall maintain his or her right to recall beyond this period in accordance with the provisions of clause 10-1.04.
- c) A temporary employee who is absent due to an employment injury shall be reinstated in the temporary assignment he or she had before his or her employment injury if he or she is again able to carry out his or her duties before the end of the period foreseen for his or her hiring.

**5-9.19**

The provisions of this article and, in particular, clauses 5-9.10, 5-9.12 and 5-9.18, apply to the employee whose absence is related to an employment injury in progress on the date of the coming into force of the agreement. This cannot have the effect of extending a time limit prescribed in the agreement.

**5-9.20**

The employee may be absent without loss of salary when he or she is required to appear before the authorities stated in the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) for the time required.

**5-10.00 LEAVES OF ABSENCE WITHOUT SALARY****5-10.01**

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

**5-10.02**

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

**5-10.03**

During his or her absence, the employee shall accumulate seniority for a maximum duration of one month; after this period, he or she shall maintain his or her seniority, but without accumulating it.

Notwithstanding the preceding paragraph, the employee who is on a leave of absence without salary to take part in professional improvement or training activities shall continue to accumulate his or her seniority for the duration of his or her leave of absence without salary.

An employee shall continue to participate in the basic health insurance plan by paying the total amount of the premiums and contributions due. Moreover, an employee may participate in the other group insurance plans and the supplemental pension plan, provided he or she pay the total amount of premiums and contributions due.

**5-10.04**

Upon his or her return, the employee shall resume his or her position unless it was abolished during his or her absence or the employee concerned was displaced pursuant to article 7-3.00.

**5-10.05**

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

**5-10.06**

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.

**5-10.07**

The leave of absence without salary provided for in clause 5-10.01 may be a part-time leave, under the same conditions. In this case, the employee concerned shall retain his or her regular or tenured employee status, where applicable, but for the other working conditions he or she shall be considered as a part-time employee.

**5-10.08**

For the purpose of applying clause 5-10.01, a request for leave of absence without salary shall be considered as a valid reason when it has the effect of allowing the board the use of an employee in surplus or, subject to the provisions of the second paragraph of clause 5-10.09, a request for leave of absence without salary to take part in professional improvement or training activities.

In the case where the professional improvement or training activities involve a part-time leave, the board and the employee must agree on the scheduling (number of days and their distribution) of the leave. Failing agreement on the number of days per week, the employee shall be entitled to a maximum of two and a half (2 1/2) days per week or the equivalent. Failing agreement on the distribution of the days of the leave, the board shall effect the distribution.

**5-10.09**

Upon a written request submitted at least one month in advance, a regular employee shall obtain a leave without salary for a minimum duration of three (3) months without exceeding twelve (12) consecutive months. The leave of an employee working with special education students or in a day care service must cover the entire school year. After seven (7) years of service, an employee may obtain such leave only once per period of seven (7) years of service. This leave cannot be on a part-time basis.

The board can refuse a request to this effect if it cannot find a substitute, where applicable. Moreover, the board shall not be required to grant such leave for the same period to more than one employee at a time per office, department, school or centre; the employee with the most seniority shall have priority.

During the leave, an employee shall continue to accumulate his or her seniority and to participate in the basic health insurance plan by paying the total amount of the premiums and contributions due. Moreover, an employee may participate in the other group insurance plans and the supplemental pension plan, provided he or she pay the total amount of premiums and contributions due.

Moreover, clauses 5-10.04 and 5-10.05 shall apply to such leave.

**5-10.10**

The employee may, for a valid reason, terminate his or her leave of absence without salary before the date foreseen by giving the board a written notice of at least one month prior to his or her return.

**Leaves of Absence to Participate in International Aid Programs****5-10.11**

Upon his or her written request submitted at least one month in advance, a regular employee shall obtain, subject to the provisions of the second paragraph of clause 5-10.09, a leave of absence without salary to participate in any cooperative program involving other Canadian provinces or other countries and which is officially recognized by the governments of Québec or Canada. To this end, the employee shall provide the board with relevant proof. The leave of absence shall be for a maximum period of two (2) years.

During this leave, the employee shall continue to accumulate his or her seniority.

An employee may continue to participate in the basic health insurance plan and in the complementary plans and in the supplemental pension plan, provided that he or she pays the total amount of the premiums and contributions due if the regulations of the plans so permit.

Upon his or her return to work, the board shall recognize, for the purpose of determining the step, any pertinent experience which the employee acquires during his or her leave of absence to participate in an international aid program, in accordance with the provisions of article 6-2.00.

Moreover, clauses 5-10.04 and 5-10.05 apply to such leave.

The board may also grant a leave of absence without salary under the same conditions to a regular employee to perform work outside Québec as part of an exchange program or a foreign aid program which it deems valid.

## **5-11.00 SELF-FINANCED LEAVES**

### **5-11.01**

The self-financed leave plan allows an employee to have his or her salary spread over a determined period in order to benefit from a self-financed leave.

The purpose of this leave is not the payment of benefits upon retirement nor the deferral of income tax.

### **5-11.02**

A regular employee on a full-time or part-time basis and an employee in surplus shall be eligible for the self-financed leave.

An employee receiving salary insurance benefits or on a leave without salary at the time of the coming into force of the contract shall not be eligible for the plan. Subsequently, the provisions prescribed in the contract for such situations apply.

### **5-11.03**

Upon an employee's written request, the board may grant a self-financed leave. If the board refuses to grant such a leave, it shall convey the reasons for its refusal in writing to the employee and a copy shall be sent to the union.

The employee may submit a grievance if he or she feels wronged by the reasons given by the board.

5-11.04

Unless an extension is provided for in the contract, the self-financed leave plan applies only for the duration of the contract and period 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 participation in plan (contract)			
	2 years	3 years	4 years	5 years
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

5-11.05

The employee must return to work following his or her leave for a period at least equal to that of the leave.

5-11.06

The amounts of deferred salary cannot be paid to an employee at the time of his or her retirement.

5-11.07

The board and the employee shall sign, where applicable, the contract provided in Appendix 3.

5-11.08

Notwithstanding the foregoing, the employee who obtained a self-financed leave under a former collective agreement shall continue to be governed by the provisions that applied to him or her.

**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 on that date the classification that every employee in its employ held on the day preceding the coming into force of the agreement or on the date of hiring, if it is after that date and, where applicable, the various classifications he or she held under the former collective agreement. The confirmation shall comply with the class of employment titles found in Appendix 1.

**6-1.02**

Except in the case of a movement of personnel involving an employee on that date, the classification of an employee on the date of the coming into force of the agreement is the one he or she held on the preceding day.

**Determination of the Class of Employment During the Agreement****6-1.03**

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

**6-1.04**

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

**6-1.05**

At the time of hiring, an 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**

The employee who obtains a new position under article 7-1.00 or 7-3.00 and who claims that the new duties he or she must perform principally and customarily correspond to a class of employment which differs from the one obtained shall be entitled to file a grievance according to the usual procedure within ninety (90) days actually worked in the new position. In the event of arbitration, clause 6-1.16 applies.

**Changes in Duties****6-1.08**

The employee who claims that the duties he or she must perform principally and customarily as required by the board correspond to a class of employment which differs from his or her own, the following provisions shall apply:

- the employee shall forward a written reclassification request to the board and a copy to the union;



- the board and the union shall meet to discuss the request within thirty (30) working days of the date on which the request was forwarded;
- if the board and the union approve the request, clause 6-1.12 or 6-1.13 shall apply as if an arbitrator had rendered a decision allowing the grievance;
- the salary applicable to the new class of employment shall be granted to him or her, where applicable, as of the date on which the board received the reclassification request.

In the absence of a satisfactory response or a response from the employer, the employee may file a grievance according to the usual procedure. The grievance shall be comparable to a grievance of a continuing nature, but shall have no retroactive effect to more than thirty (30) working days from the date of the reclassification request.

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

#### **6-1.09**

The arbitrator who decides a grievance filed under clauses 6-1.07 and 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 the duties of which the employee proved that he or she performed principally and customarily as required by the board.

For the purpose of determining the monetary compensation, the arbitrator's decision must comply with the Classification Plan and he or she must establish the similarity between the employee's characteristic functions and those prescribed in the plan.

#### **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 within the salary scales provided for in the agreement and shall agree, if need be, on the class of employment used to determine the compensation for the purpose of applying clause 6-1.07 or 6-1.08.
- b) Failing an agreement, the union affected by the arbitration award may request that the arbitrator determine the monetary compensation by finding in the agreement a salary which is closer to a salary indicative of the duties similar to those of the employee concerned 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 to 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 then apply.

#### **6-1.12**

If, within thirty (30) days of the arbitrator's decision, the board has not reinstated the employee in the duties he or she had before the grievance as a result of the application of clause 6-1.08 or has not subsequently changed the duties of the employee as a result of the application of clause 6-1.07, the position shall then become a new position to be filled according to article 7-1.00.

The employee thus displaced shall benefit from the provisions of article 7-3.00 but cannot be laid off.

In this case, the name of the employee, in whose favour the arbitration award was rendered, shall automatically be entered on the list of candidates prescribed in article 7-1.00 and is deemed to have the equivalent of the qualifications required for the position.

The employee concerned shall continue to receive the monetary compensation provided for in clause 6-1.09 or 6-1.10 while he or she occupies the said position as long as the class of employment has not been created and the salary has not been established.

**6-1.13**

Within one hundred and twenty (120) days of the date of the coming into force of the agreement, the union may renounce the system provided for in clause 6-1.12 and choose the option that the employee holding the position reclassified in the manner described above shall be confirmed in the said position.

**Creation of New Classes 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, new classes are created by the provincial negotiating employer group or if the duties or qualifications of a class of employment are changed, the salary rate of those classes shall be agreed to by the parties on the basis of the rates prescribed 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, there is no agreement with the provincial negotiating union group on the salary rate proposed by the provincial negotiating employer group, the provincial negotiating union group may then, within twenty (20) working days, submit a grievance directly to arbitration according to the procedure provided for in clause 6-1.16. The arbitrator must make a decision on the new rate, taking into account the rates in effect for comparable positions in the public and parapublic sectors.

**Arbitration****6-1.16**

For the purpose of applying clauses 6-1.09, 6-1.10 and 6-1.15, the grievances submitted to arbitration shall be decided upon for the term of the agreement by either one of the following single arbitrators:

Bourguignon, Ronald

Charlebois, Paul

The provincial negotiating parties may appoint a person to act as arbitrator in accordance with this clause.

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

**6-1.17**

The time limits mentioned in this article are compulsory. However, the board and union may agree in writing to extend the time limits. Failure to comply with the time limits shall render the grievance null and void.

**6-2.00 DETERMINATION OF STEP****On the Date of the Coming into Force of the Agreement****6-2.01**

Subject to Appendix 13, for the purpose of determining the salary step applicable on April 1, 2010 to every employee in its employ, the board shall integrate, on April 1, 2010, every employee into the step of his or her salary scale found in Appendix 1 of the agreement.

The step shall be that the board recognized for him or her on March 31, 2010 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, different from the one into which he or she is integrated, he or she shall be integrated into the step obtained by applying clause 6-2.16, 6-2.17 or 6-2.18, as the case may be.

**6-2.03**

After determining the step into which an employee is integrated in the new salary scales by applying the provisions of clause 6-2.01, the board shall grant an advancement in step to the employee who is so entitled by the application of clauses 6-2.09 to 6-2.15.

**At the Time of Hiring****6-2.04**

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

**6-2.05**

In general, a step corresponds to one complete year of recognized experience and indicates the rate on the salary scale provided for each of the classes of employment in Appendix 1.

**6-2.06**

A person who possesses only the minimum qualifications required for a class of employment shall be hired at the first step of the class of employment.

**6-2.07**

However, an employee who possesses 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 described in his or her class of employment.

- a) In order to be recognized for the purpose of determining the step in a class of employment, experience must be relevant and must have been acquired with the board or with another employer in a class of employment of an equivalent or higher level than that class of employment, taking into account the qualifications required by the class of employment.
- b) The relevant experience acquired in a class of employment which is lower than the employee's class of employment may be used solely to meet the qualifications required by the class of employment.

**6-2.08**

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

**Advancement in Step****6-2.09**

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

Notwithstanding the provisions of this article, no advancement in step shall be granted for the period from January 1, 1983 to December 31, 1983 and the step thus lost cannot be recovered by an employee as long as he or she remains in the employ of the board.

Furthermore, the months included between January 1, 1983 and December 31, 1983 shall not be taken into account in determining any subsequent step.

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

**6-2.10**

The employee who is temporarily laid off because of a cyclical slowdown of activities in his or her sector for a period not exceeding three (3) months shall be considered as being in the service of the board during that period for the purpose of determining the date of his or her advancement in step as well as for the purpose of advancement in step.

**6-2.11**

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

**6-2.12**

The advancement in step shall not be granted when, during the twelve (12) months preceding the date on which such advancement in step should have been granted, the employee was on a leave of absence without salary under article 5-5.00 or 5-10.00 or clause 5-4.47 for a period of over six (6) months or if the employee was disabled for a period of over six (6) months.

**6-2.13**

If the advancement in step is not granted, the employee concerned may ask the board which of the reasons listed in clause 6-2.12 sustains the fact that his or her step was not granted to him or her.

**6-2.14**

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

**6-2.15**

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

**Determination of the Step at the Time of a Promotion, Transfer or Demotion****At the Time of a Promotion (including a temporary promotion)****6-2.16**

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

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

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

- ii) Category of Labour Support Positions

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

- b) An employee shall be placed in the step of 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.

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

- i) For employees occupying positions in the categories of administrative support and technical and paratechnical support positions, the increase paid to a promoted employee shall be paid in a lump sum according to the following formula:

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

- ii) For employees occupying positions in the category of labour support positions, the increase paid to a promoted employee shall be paid in a lump sum according to the following formula:

- his or her overscale salary rate increased by one third 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 shall guarantee an increase of at least ten cents (\$0.10)/hour.

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

When an employee is transferred, 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 or shall retain his or her current salary rate if the latter is more advantageous.

**At the Time of a Demotion****6-2.18**

- a) When an employee is demoted voluntarily, he or she shall receive the salary which corresponds to the more advantageous of the following formulas:
  - i) He or she shall be placed in the step of the new class of employment in which the salary rate is immediately below that he or she was receiving.
  - ii) He or she shall be placed in the step of the new class 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) When an employee is demoted involuntarily, he or she shall obtain the salary corresponding to the more advantageous of the formulas provided for in paragraph a) on the condition that the difference between the salary of his or her new class of employment and the salary he or she was receiving before his or her demotion be made up by a lump sum which is 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 an equivalent class of employment within a two (2)-year period after the demotion, he or she shall then receive the same salary he or she would have received had he or she not been demoted.

**6-2.19**

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

**6-3.00 SALARY SCALES AND RATES****6-3.01**

The hourly salary scales and rates applicable to employees for each year of the agreement shall be increased according to the criteria specified in clauses 6-3.02 to 6-3.07 and are found in Appendix 1.

**6-3.02 Period from April 1, 2010 to March 31, 2011**

Each salary scale and rate in effect on March 31, 2010 shall be increased, effective on April 1, 2010, by zero point five percent (0.5%).

**6-3.03 Period from April 1, 2011 to March 31, 2012**

Each salary scale and rate in effect on March 31, 2011 shall be increased, effective on April 1, 2011, by zero point seven five percent (0.75%).

**6-3.04 Period from April 1, 2012 to March 31, 2013**

Each salary scale and rate in effect on March 31, 2012 shall be increased, effective on April 1, 2012, by one percent (1%).

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2012, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010 and 2011<sup>2</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010 and at four point five percent (4.5%) for 2011. However, the increase calculated cannot exceed zero point five percent (0.5%).

The increase prescribed in the preceding paragraph shall be paid to employees within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2011.

#### **6-3.05      Period from April 1, 2013 to March 31, 2014**

Each salary scale and rate in effect on March 31, 2013 shall be increased, effective on April 1, 2013, by one point seven five percent (1.75%).

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2013, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010, 2011 and 2012<sup>3</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010, at four point five percent (4.5%) for 2011 and at four point four percent (4.4%) for 2012. However, the increase calculated cannot exceed two percent (2%), minus the increase granted on April 1, 2012 under the second paragraph of clause 6-3.04.

The increase prescribed in the preceding paragraph shall be paid to employees within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2012.

#### **6-3.06      Period from April 1, 2014 to March 31, 2015**

Each salary scale and rate in effect on March 31, 2014 shall be increased, effective on April 1, 2014, by two percent (2%).

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2014, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010, 2011, 2012 and 2013<sup>4</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010, at four point five percent (4.5%) for 2011, at four point four percent (4.4%) for 2012 and at four point three percent (4.3%) for 2013. However, the increase calculated cannot exceed three point five percent (3.5%), minus the increase granted on April 1, 2012 under the second paragraph of clause 6-3.04 and the increase granted on April 1, 2013 under the second paragraph of clause 6-3.05.

The increase prescribed in the preceding paragraph shall be paid to employees within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2013.

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<sup>1</sup> Gross domestic product (GDP), expenditure-based, at current prices, Québec. Source: Statistics Canada, CANSIM, table 384-0002, series number CANSIM v687511

<sup>2</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2011 and its estimate at the same point in time of Québec's nominal GDP for 2009 and 2010

<sup>3</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2012 and its estimate at the same point in time of Québec's nominal GDP for 2009, 2010 and 2011

<sup>4</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2013 and its estimate at the same point in time of Québec's nominal GDP for 2009, 2010, 2011 and 2012

**6-3.07 Adjustment on March 31, 2015**

Each salary scale and rate in effect on March 30, 2015 shall be increased, effective on March 31, 2015, by a percentage equal to the difference between the cumulative variation (sum of the annual variations) of the Consumer Price Index<sup>1</sup> for Québec based on the Statistics Canada data for the collective agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015<sup>2</sup> and the cumulative of the salary parameters (sum of the annual parameters) determined in clauses 6-3.02 to 6-3.06, including the adjustments resulting from the growth in the nominal GDP. However, the increase calculated cannot exceed one percent (1%).

**6-3.08 Support Staff**

The increase in salary scales and rates shall be based on the hourly rate.

**6-4.00 OVERRATE OR OVERSCALE EMPLOYEES****6-4.01**

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

**6-4.02**

If the application of the minimum rate of increase determined in clause 6-4.01 has the effect, on April 1, of placing an employee who was overscale or overrate on March 31 of the preceding year at a salary which is lower than the maximum step of the salary scale or single salary rate corresponding to his or her class of employment, the minimum rate of increase shall be brought to the percentage necessary to permit the employee to reach this step or the single salary rate.

**6-4.03**

The difference between the percentage increase of the maximum salary step or the single salary rate corresponding to the employee's class of employment, on the one hand, and the minimum rate of increase established under clauses 6-4.01 and 6-4.02, on the other hand, shall be paid to him or her as a lump sum calculated on the basis of his or her salary rate on March 31.

**6-4.04**

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

**6-5.00 TRAVEL EXPENSES****6-5.01**

The employee who is required to travel within or outside the school board's territory in order to perform his or her duties must be reimbursed for the expenses actually incurred for this purpose upon presentation of supporting vouchers in accordance with the norms established by the board. These norms, including the rates, must be at least equal to the most advantageous rates granted to a unionized group of the board.

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<sup>1</sup> Consumer Price Index for Québec. Source: Statistics Canada, CANSIM, Table 326-0020, series number CANSIM v41691783

<sup>2</sup> For each year of the collective agreement concerned, the annual variation in the Consumer Price Index corresponds to the variation between the average of the indexes for the months of April to March of the year of the collective agreement concerned and the average of the indexes for the preceding months of April to March.



6-5.02

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

6-5.03

An employee who uses his or her car shall be entitled to a reimbursement at the rate set by the board, taking into account the extra premium required in clause 6-5.06.

6-5.04

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

6-5.05

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

6-5.06 Insurance

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 his or her public liability coverage is at least one million dollars (\$1 000 000) for damages to another’s property.

6-6.00 PREMIUMS

6-6.01

Except for set premiums<sup>1</sup> and premiums expressed in percentage, each premium and each allowance shall be increased as of the same date and by the same rate determined in clauses 6-3.02 to 6-3.07 inclusively.

Premiums do not apply to an employee on disability leave.

6-6.02 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:

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$0.64/hour	\$0.64/hour	\$0.65/hour	\$0.66/hour	\$0.67/hour

This premium does not apply to overtime and shall be paid at the same time as an employee's pay.

<sup>1</sup> The agreement does not contain set premiums on the date it comes into force.

6-6.03 Night Shift Premium

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

	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
Night shift premium					
- 0 to 5 years of seniority <sup>1</sup>	11%	11%	11%	11%	11%
- 5 to 10 years of seniority <sup>1</sup>	12%	12%	12%	12%	12%
- 10 or more years of seniority <sup>1</sup>	14%	14%	14%	14%	14%

This premium does not apply to overtime and shall be paid at the same time as an employee's pay.

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

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

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

6-6.04 Premium for Additional Responsibility

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

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$10.14/week	\$10.22/week	\$10.32/week	\$10.50/week	\$10.71/week

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

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$0.86/hour	\$0.87/hour	\$0.88/hour	\$0.90/hour	\$0.92/hour

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

- c) The welder who possesses a certificate of competence in "welding and fitting" issued by the Ministry of Employment and Social Solidarity (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:

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$1.46/hour	\$1.47/hour	\$1.48/hour	\$1.51/hour	\$1.54/hour

- d) The caretaker assigned to a building equipped with a steam heating system regulated by the Act respecting stationary engineers (R.S.Q., c. M-6) shall be entitled to the following weekly premium provided that he or she is in charge of operating and supervising the system and that he or she possesses the necessary certificate of competence:

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$10.29/week	\$10.37/week	\$10.47/week	\$10.65/week	\$10.86/week

- e) 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 an hourly premium for each hour of work when he or she acts in that capacity according to the rate in effect:

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$0.89/hour	\$0.90/hour	\$0.91/hour	\$0.93/hour	\$0.95/hour

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

Unless there is an agreement between the board and the union, the salary supplement provided for in this clause must be paid at the same time as the employees' pay. The premiums provided in this clause shall be paid within twenty (20) days following the end of the week during which they were earned.

**6-6.05 Split Shift Premium in a Day Care Service**

The employee in the day care services sector who must interrupt his or her work for a period exceeding the time scheduled for his or her meal or more than once a day shall receive a premium in addition to his or her regular salary based on the rate in effect:

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$3.51/day	\$3.54/day	\$3.58/day	\$3.64/day	\$3.71/day

**6-6.06 Availability Premium**

The employee who, at the board's request, accepts to be available outside of his or her regular work schedule shall receive an availability premium equal to one (1) hour of work at the single rate after each complete eight (8) hours of availability.

The local parties may agree on the terms and conditions for applying the premium through local adaptations.

**6-6.07      Verification of Furnaces**

Subject to clause 8-3.06, the board may request that a nonresident employee proceed with the verification of furnaces on Saturdays, Sundays and paid legal holidays. The employee shall receive a premium for each visit according to the rate in effect:

<b>Rate 2010-04-01 to 2011-03-31</b>	<b>Rate 2011-04-01 to 2012-03-31</b>	<b>Rate 2012-04-01 to 2013-03-31</b>	<b>Rate 2013-04-01 to 2014-03-31</b>	<b>Rate as of 2014-04-01</b>
\$19.42/visit	\$19.57/visit	\$19.77/visit	\$20.12/visit	\$20.52/visit

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

**6-6.08**

Notwithstanding the foregoing, the indemnity shall not be paid if an employee is at the school or centre for any activity involving a salary provided for in the agreement (loan and rental of rooms and overtime). In this case, the remuneration must be at least equal to that provided for in clause 6-6.07.

**6-6.09**

For the purpose of applying the preceding provisions, the board shall obtain once a year, by posting, the list of the caretakers, night caretakers and class II maintenance workmen interested in carrying out the verifications.

If the list includes more than one employee, the verification of the furnace of a school or centre must be offered, by order of seniority within each class of employment, first to the caretaker of the school or centre, to the night caretaker of the school or centre and then to the class II maintenance workman of the school or centre.

If no employee of the school or centre is registered on the list, the verification may be carried out by another employee from another school or centre whose name appears on the said list. If none of these employees are available, the provisions of clause 6-6.07 apply.

**6-6.10**

In the case where, on the date of the coming into force of the agreement, the verifications were performed by employees other than maintenance employees, the board shall continue to use those employees.

**6-6.11**

Within one hundred and twenty (120) days of the date of the coming into force of the agreement, the board and the union may agree on different terms and conditions. Failing agreement within this time limit, the union shall choose, for the duration of the agreement, between the system in place on the date of the coming into force of the agreement and the one described in clauses 6-6.07 to 6-6.10.

**6-7.00      LOAN AND RENTAL OF ROOMS**

**6-7.01**

When the board decides to entrust the loan and rental of rooms to its employees, the duties described hereinafter shall be offered, according to seniority, to employees in the classes of employment of caretaker or maintenance workman, class II or III in the school or centre. The board and the union may agree on a different distribution.

The employee who is requested by the board to look after the loan and rental of rooms outside his or her regular working hours shall be paid according to the following provisions:

- a) For the opening of the school or centre and of the rooms used, supervision during the activity and the closing of the school or centre and the rooms used<sup>1</sup>:

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$15.86/hour	\$15.98/hour	\$16.14/hour	\$16.42/hour	\$16.75/hour

- b) For the preparation of the rooms, the equipment and the furniture required as well as the cleaning<sup>2</sup>:

Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
\$18.61/hour	\$18.75/hour	\$18.94/hour	\$19.27/hour	\$19.66/hour

- c) The salary rates calculated in accordance with the preceding two paragraphs shall be increased by eleven percent (11%) in lieu of all fringe benefits. As regards vacation, the employee shall be subject to the provisions of the applicable laws. If the employee is already covered by article 5-6.00 of the agreement, the rate of eleven percent (11%) shall be increased to fifteen percent (15%).

If the regular rate of the employee concerned is higher, the regular rate shall apply.

For each period covered by the agreement, an employee's minimum remuneration for the day, under this article, shall be equal to the total amounts prescribed in the preceding paragraphs a) and b) for one hour of work.

6-7.02

Only the persons authorized by the board may permit the rental of rooms, including the use of the board's premises.

6-7.03

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

6-7.04

The board and the union may agree to replace the abovementioned plan for the loan and rental of rooms by a local plan.

6-8.00 PAYMENT OF SALARY

6-8.01

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.

<sup>1</sup> The rates provided for the opening of the school or centre shall correspond to the hourly rates applicable to a guard and shall be adjusted, if need be, to those for the corresponding periods.

<sup>2</sup> The rates provided for the preparation of rooms shall correspond to the average of the hourly rates applicable to the caretaker, class I and to the caretaker, class II and shall be adjusted, if need be, to the average of the latter for the corresponding periods.

The June 30 pay period must indicate the amounts paid for the period ending June 30, the cumulative earnings up to that date and the portion of the period starting July 1.

#### **6-8.02**

The board must remit to the employee, along with his or her pay, a pay slip containing in particular, the following information:

- a) the name of the employer;
- b) the employee's class of employment;
- c) the number of hours paid at the regular rate;
- d) the overtime paid;
- e) the gross salary and the net salary as well as the total amounts of each one for the current fiscal year (January 1 to December 31);
- f) union dues;
- g) income tax deductions;
- h) contributions to the local or provincial pension fund, where applicable;
- i) contributions to the Québec Pension Plan;
- j) contributions to the collective group insurance plan;
- k) employment insurance contributions;
- l) the period concerned;
- m) deduction for a credit union, the Fondaction and the Bâtirente, where applicable;
- n) his or her other cumulative earnings and deductions as long as they have already been provided by the board or the pay system so permits;
- o) any other information already provided by the board on the date of the coming into force of the agreement.

#### **6-8.03**

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 shall agree either to maintain, change or adopt the system provided for in the preceding clauses. Failing an agreement, the system then in force shall be maintained, including the reference period covered by the pay period.

#### **6-8.04**

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

#### **6-8.05**

Unless the Commission de la santé et de la sécurité du travail (CSST) sends a statement of the compensation paid to the employee directly, the board shall indicate on the "T-4" and "Relevé 1" forms the amounts that it received in the employee's name as compensation.

The board shall indicate on the "T-4" and "Relevé 1" forms the total amount deducted for union dues.

**6-8.06**

- a) The board shall give an employee, within thirty (30) days of his or her departure, a signed statement of the amounts owing as salary and fringe benefits, from which any amount owed by the employee to the board has been deducted.
- b) The board shall pay an employee, within thirty (30) days of his or her departure, the amounts owing as salary and fringe benefits, from which any amount owed by the employee to the board has been deducted.

However, if an employee contests the amount owing, the board cannot deduct such an amount until the grievance has been resolved.

**6-8.07**

Premiums paid under the agreement shall be remitted with the employee's pay within the time limits prescribed for each of the premiums.

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

In addition to the provisions of this section, only the specifically identified provisions of this article apply to employees working in the special education sector, employees working in the day care services sector, employees in a specific position and employees referred to in articles 10-1.00 and 10-2.00.

**7-1.02**

In keeping with the application of the provisions of this article, the employee or person must have the required qualifications and meet the other requirements determined by the board. Unless stipulated otherwise, if more than one employee or person has the required qualifications and meets the other requirements determined by the board, the position shall be assigned to the employee or person who has the most seniority or whose duration of employment is the longest.

Notwithstanding the foregoing, should other requirements determined by the board deal with knowledge of a computer program intended solely for the use of the board or school board network, the employee or the person who has the required qualifications and the most seniority shall obtain the position. The same applies to a requirement dealing with training related to the TEACCH approach.

The employee or person who obtains the position shall undergo a training period of fifty (50) days of actual work to allow the board to assess the ability of the person to meet the particular requirements related to the knowledge of the computer program or to training related to the TEACCH approach.

Upon completion of the training period, should the board ascertain that the employee does not meet the particular requirements, it shall inform the union and shall return the employee to his or her former position. In the event of arbitration, the burden of proof lies with the board.

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

**7-1.03**

Before proceeding with an administrative reorganization, the board must submit its plan to the union at least fifteen (15) days in advance. In this context, the board and the union may agree, in writing, on special rules for the movement of personnel concerning such a reorganization.

**7-1.04**

An employee whose class of employment is protected under the agreement and who refuses a position in that class of employment shall lose such a right.

An employee whose salary is protected and who refuses a position in which the number of regular hours is equal to or greater than the regular hours of the position he or she held before acquiring his or her new position shall lose such a right.

**7-1.05**

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



When the assignment ends, the employee shall return to his or her regular position under the conditions and with the rights he or she had before his or her temporary assignment.

#### **7-1.06**

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

#### **7-1.07**

If, at any time, during the adaptation period of fifty (50) days actually worked following any promotion, demotion or transfer involving a change in the class of employment in a permanently vacant or newly created position, the board determines that the employee does not perform his or her duties suitably, it shall notify the union and shall reinstate the employee in his or her former position. In the case of arbitration, the burden of proof lies with the board. The employee promoted, demoted, transferred or transferred to a new class of employment within his or her board may decide to return to his or her former position within twenty-five (25) working days of the promotion, demotion, transfer or transfer to a new class of employment.

The adaptation period of fifty (50) days of actual work following a promotion, demotion or transfer to a new class of employment may be extended upon an agreement between the board and the union in the case where the employee is also undergoing a training period under clause 7-1.02.

The application of the preceding paragraphs, if need be, shall cancel any movement of personnel ensuing from the said promotion, demotion, transfer or transfer to a new class of employment. An employee may, under these circumstances, again be placed in surplus and be returned to his or her original board, where applicable.

If an employee returns to his or her former position as prescribed in the preceding paragraph, he or she shall not be entitled to the salary protection granted at the time of a demotion. The same applies to any other employee who is returned to his or her former position.

#### **7-1.08**

An employee assigned to a position on a regular basis shall receive the title and the salary specified for the said position as of his or her assignment.

#### **7-1.09**

Notwithstanding the provisions of this article, the board may assign an employee from an office, department, school or centre to another office, department, school or centre or in the same office, department, school or centre for administrative reasons, subject to clause 7-3.05, provided it has obtained the union's written consent. The assignment shall be carried out within the same class of employment.

### **Section II      General Sector**

#### **Filling a Position, an Increase in Workload or a Specific Position**

##### **Filling a Newly Created or Permanently Vacant Position**

#### **7-1.10**

When a position becomes vacant, the board shall have a thirty (30)-day period in which to decide to abolish or fill the position. If the board decides to fill the said position, it shall normally do so within a maximum time limit of thirty (30) working days. Unless there is an agreement to the contrary, no posting shall occur between the last day of class of the current school year and the first day of class of the following school year.

If the board decides to abolish the said position, it shall so inform the union within fifteen (15) days of its decision.

However, the board may postpone the posting of any position that becomes permanently vacant or that is newly created after the general mechanism for security of employment is applied and prior to the first day of class. Where applicable, it shall conduct a single posting on a date it determines, which must take place before the first day of class and fill the positions according to the sequence prescribed in paragraph A) of clause 7-1.11. The board may also conduct an assignment session.

Notwithstanding the foregoing, the board may decide to temporarily fill a permanently vacant position as of January 1 in order to create a pool of vacant positions intended to facilitate the security of employment procedure prescribed in article 7-3.00. However, the board must decide to permanently fill or abolish it when adopting the next staffing plan.

## **7-1.11**

When the board decides to fill a newly created or permanently vacant position covered by this section, it must post a notice in the usual places for at least seven (7) working days, except if the last paragraph of clause 7-3.13 applies. The notice shall be addressed to persons and employees and a copy shall be sent to the union.

### **A) Sequence**

To fill the said position, the board shall proceed in the following manner:

#### **I Part-time Position**

When the board fills a part-time position, it shall proceed according to the provisions of subparagraph c) and, failing this, according to the sequence prescribed under subparagraphs d), h), i), j) and k).

#### **II Full-time Position**

When the board fills a full-time position, it shall proceed in the following manner:

- a) The board shall fill the position by choosing from among the surplus employees from the support staff in the same class of employment, from among the employees in its employ who occupy a position in a lower class of employment and whose class of employment is protected under the agreement and from among the employees in its employ in the same class of employment and whose salary is protected in accordance with clause 7-3.22 and who applied for the position. The application of this paragraph must comply with the provisions of clause 7-3.45.
- b) Failing this, the board shall fill the position by choosing from among the surplus tenured support staff members. However, this cannot constitute a promotion and the application of this paragraph must comply with the provisions of clause 7-3.45.
- c) Failing this, the board shall fill the position by choosing from among the regular employees who applied for the position at the time of posting.
- d) Failing this, the board shall recall to work the laid-off regular employee who retained his or her seniority under article 8-1.00.
- e) Failing this, the board shall fill the position from among the probationary employees who applied for the position at the time of posting.
- f) Failing this, the board shall fill the position by choosing from among the persons in surplus (or having an equivalent status) from its management staff. However, this cannot constitute a promotion.
- g) Failing this, the board shall approach the Provincial Relocation Bureau and the latter may refer to it a surplus employee from another board for whom such a move would not constitute a promotion.

- h) Failing this, the board shall choose from among the employees referred to in clause 7-4.02 or 7-4.04 who applied for the position and from among the persons registered on the priority of employment list who have two (2) years of seniority recognized on the list and who applied for the position.
- i) Failing this, the board shall fill the position by choosing from among the employees referred to in articles 10-1.00 and 10-2.00 who applied for the position. The priority of employment which is valid for a period of twenty-four (24) months after the layoff, where applicable, applies only to the employees who completed the probation period provided for in clause 10-1.05 or 10-2.02, as the case may be.
- j) Failing this, the board shall fill the position by choosing from among the other persons registered on the priority of employment list who applied.
- k) Failing this, the board may offer the position to an outside candidate whose qualifications are superior to those of the candidates who were refused in one of the steps provided for in this clause.

## **B) Terms and Conditions**

Regular employees working in the special education sector and in the day care services sector shall be considered when applying subparagraphs a), b), c), d) and h) of paragraph A) of this clause.

Employees who are unable to keep their position during the probation period or who do not successfully complete the probation period shall remain covered by article 10-1.00 or 10-2.00 without losing any rights or, where applicable, by the priority of employment list, provided that they meet the requirements of the list.

For the purpose of applying the preceding subparagraphs a) and b) of paragraph A) of this clause, if no employee accepts the position offered, the board shall designate, subject to clause 7-3.45, the employee with the least seniority.

When the board decides to temporarily fill a position for the period between the creation or permanent vacancy of a position and the time when the new incumbent occupies the position, it shall use the priority of employment list.

### **7-1.12**

The posting provided for in clause 7-1.11 includes, among other things, a summary description of the position, the status, the title of the immediate superior, 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 centre, the deadline for submitting applications as well as the name of the person to whom the application must be forwarded.

Any employee interested or affected by the posting may apply for the position according to the procedure established by the board.

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

Within twenty (20) working days of the end of the posting, the board shall inform the union of the name of the candidate selected, the names of all candidates, their seniority, duration of employment and class of employment. Subject to clause 7-1.22, no later than forty (40) working days after the posting, the board shall assign the employee to the new position.

**7-1.13**

As an exception to the provisions of subparagraph c) of paragraph A) of clause 7-1.11, failing sufficient schooling, relevant experience shall compensate at a ratio of two (2) years of relevant experience for each year of insufficient schooling, it being understood that, after deduction, the balance of the relevant years of experience to a candidate's credit must remain sufficient to meet the qualifications required for the class of employment in terms of experience. This exception applies to positions in the administrative support category and in the paratechnical support subcategory, except for the classes of employment of nursing assistant and swimming pool supervisor. This exception also applies to the labour support category for those classes of employment in which schooling is required.

However, employees belonging to the technical and paratechnical support staff category on the date of the coming into force of the agreement is deemed to have the required qualifications in terms of the field of specialization in the class of employment held.

**Filling a Temporarily Vacant Position, an Increase in Workload or a Specific Position****7-1.14**

When the board decides to fill a temporarily vacant position, an increase in workload or a specific position of a predetermined period of ten (10) working days or more, it shall proceed in the following manner:

- a) The board may call upon a surplus employee whom it deems able to perform the work. This choice shall be exercised in compliance with paragraph g) of clause 7-3.45.
- b) Failing this, the board may call upon a member of the support staff who could be assigned temporarily to the position by virtue of a law.
- c) Failing this, the board shall offer, in addition to his or her schedule, in the same office, department, school or centre, the work to regular employees and employees covered by article 10-2.00 for whom the addition does not entail a schedule conflict.
- d) Failing this, the board shall offer, in the same office, department, school or centre, the work to regular employees and employees covered by article 10-2.00 for whom the assignment would constitute a promotion, a transfer involving a change in shift or additional hours. If the department is situated in several buildings, the offer shall be made to the regular employees in the department and employees covered by article 10-2.00 who are assigned to the building in which it is located.
- e) When the replacement or the specific position is of a predetermined duration of twenty (20) weeks or more, the board shall offer the position to regular employees in a full-time position for whom the assignment would constitute a promotion and to regular employees in a part-time position, even if the position does not constitute a promotion.
- f) Failing this, the board shall offer the position to persons registered on the priority of employment list.
- g) Failing this, the board may call upon any other person.

When the board decides to fill the position of an employee who obtained a temporarily vacant position or a specific position under subparagraph e), it shall choose one of the following options:

- fill the position under subparagraphs f) and g) of this clause;
- or
- fill the position according to the sequence prescribed in this clause.

### **Section III     Special Education Sector**

#### **Filling a Position, an Increase in Workload or a Specific Position**

##### **7-1.15**

In the case of an employee working with students with handicaps, social maladjustments or learning disabilities integrated totally or partially into a regular class or working with one or two students with handicaps, social maladjustments or learning disabilities attending a special class, the board may take into account the individualized education plan in assigning one of these positions in order to verify whether there are any restrictions concerning the selection of employees.

#### **Filling a Newly Created or Permanently Vacant Position**

##### **7-1.16**

Any newly created position or any position that becomes permanently vacant after the first day of class may be filled temporarily under clause 7-1.18 until the next staffing plan prescribed in clause 7-3.24.

In the case where the board decides to permanently fill a position, it shall proceed in accordance with clause 7-1.11.

##### **7-1.17**

Notwithstanding the foregoing, following the application of the security of employment mechanism and until November 1, the board must post under clause 7-1.11 any newly created position or any position in which the number of hours is modified but not as a result of one of the following situations:

- a) in accordance with the special education policy and the complementary services programs:
  - a change concerning the total or partial integration of a student into a regular or special class;
  - a change or the implementation of support services to meet the needs of handicapped students or students with social maladjustments or learning disabilities;
  - a change or the implementation of a preventive measure for students in particularly vulnerable situations even if they are not identified;
- b) a change in the transportation of handicapped students or students with social maladjustments or learning disabilities;
- c) arrival of a new student in the establishment requiring one of the measures prescribed in subparagraph a) of this clause;
- d) any other reason agreed upon between the board and the union.

The board shall inform the union in writing of the additional hours and of the newly created positions indicating the situation from among those prescribed in this clause justifying the additional hours or the newly created position.

When the newly created position or the position in which the number of hours is modified does not ensue from one of the situations mentioned in this clause, the union must submit a written request for a meeting at the board. The person responsible for special education at the board shall take part in the meeting. Where applicable, the meeting takes place within fifteen (15) working days of the request. The union may submit a grievance under article 9-1.00 in the thirty (30) working days of the date of the meeting or the expiry of the time limit prescribed for holding the meeting.

**Filling a Temporarily Vacant Position, an Increase in Workload or a Specific Position****7-1.18**

When the board decides to fill a temporarily vacant position, an increase in workload or a specific position of a predetermined period of five (5) working days or more, it shall proceed in the following manner:

- a) It may call upon a surplus employee whom it deems able to perform the work. This choice shall be exercised in compliance with paragraph g) of clause 7-3.45.
- b) Failing this, the board may call upon a support staff member who could be assigned temporarily to the position under a law.
- c) Failing this, the board shall offer the position, by seniority, in the same office, department, school or centre to regular employees covered by clause 7-1.19 and, in addition to their schedule, to employees covered by article 10-2.00 for whom the work does not create a schedule conflict.
- d) Failing this, the board shall offer the work to persons registered on the priority of employment list.
- e) Failing this, the board may call upon any other person.

**7-1.19 Temporary Assignment**

An employee, working with only one student who is temporarily absent for more than five (5) working days, may be assigned temporarily to other duties in his or her class of employment compatible with his or her qualifications and experience within a fifty (50)-kilometre radius from his or her place of work or domicile. The assignment can occur only once during the student's absence and cannot result in a change in his or her work schedule including, if need be, his or her additional travel time between his or her domicile and new place of work prior to the temporary assignment.

If the student with whom the employee works leaves permanently, the employee shall be assigned temporarily to other duties in his or her class of employment in accordance with the preceding paragraph until such time as the security of employment mechanism prescribed in Section III of article 7-3.00 is applied.

During the temporary assignment requested by the employer, the travel expenses apply only if the employee must travel additional kilometres between his or her domicile and new place of work. In this case, the additional kilometres shall be paid at the rate prescribed in the board's travel expense policy.

The temporary assignment cannot cause an employee to be displaced or terminated. However, an employee may be assigned temporarily to a replacement or an increase in workload that has not been filled. In this case, subparagraph c) of clause 7-1.18 applies.

**Section IV Day Care Services Sector****Filling a Position, an Increase in Workload, a Specific Position or Adding Hours****Filling a Newly Created or Permanently Vacant Position****7-1.20**

Any newly created position or any position that becomes permanently vacant after the first day of class shall be filled temporarily under clause 7-1.21 until such time as the process prescribed in clauses 7-3.39 to 7-3.42 is applied.

In the case where the board decides to permanently fill the position, it shall proceed in accordance with clause 7-1.11.

**Filling a Temporarily Vacant Position, an Increase in Workload, a Specific Position or Adding Hours****7-1.21 Sequences****A) Educator, principal class or Educator**

Subject to clause 7-3.43, when the board decides to fill a temporarily vacant position, an increase in workload, a specific position or adding hours, it shall proceed in the following manner:

- a) The board may call upon a surplus employee whom it deems able to perform the work. The choice shall be exercised in keeping with paragraph g) of clause 7-3.45.
- b) Failing this, the board may call upon a support staff member who could be assigned temporarily under a law.
- c) Failing this, the board shall offer, in addition to his or her schedule, in the day care service concerned, the work to the regular employees, probationary employees and temporary employees registered on the priority of employment list; the work must not entail a schedule conflict. To this end, the temporarily vacant position could be divided.
- d) Failing this, the board shall offer, in the school concerned, in addition to his or her schedule, the work to regular employees and to employees covered by article 10-2.00; the work must not entail a schedule conflict. To this end, the temporarily vacant position could be divided.
- e) Failing this, the board shall offer the work to persons registered on the priority of employment list.
- f) Failing this, the board may call upon any other person.

If the work to be performed exceeds five (5) working days, the temporarily vacant position can no longer be divided.

If the temporarily vacant position or the specific position is of a predetermined period of twenty (20) weeks or more, this sequence applies. However, the position can be filled without adding to an employee's schedule.

**B) Technician**

Subject to clause 7-3.43, when the board decides to fill a temporarily vacant position or a specific position of a predetermined period of more than two (2) working days, it shall offer the entire position in the following manner:

- a) The board shall offer the position to regular employees in the day care service concerned.
- b) Failing this, the board shall offer the position to the employee registered on the eligibility list with the least hours worked as a technician. The number of work hours carried out is reset to zero at the beginning of the school year.
- c) Failing this, the board shall offer the position as a promotion to regular employees in the day care services sector.
- d) Failing this, the board shall offer the position to employees registered on the priority of employment list.
- e) Failing this, the board may call upon any other person.

**Eligibility list**

To be registered on the eligibility list, an employee must have the required qualifications for the class of employment of a day care service technician.

The list must contain a number of employees representing between 10% and 30% of the number of technician positions. The board shall proceed with a posting and offer, according to seniority, the place or places available on the list if the number of employees registered is less than 10%. The name of the employee who refuses a job offer three (3) times shall be struck from the list for the remainder of the school year.

The local parties may agree on different terms and conditions.

#### **7-1.22 Specific Position**

An employee who occupies a specific position may apply for a permanently vacant or newly created position. If the employee obtains the position, he or she shall choose to remain assigned to his or her specific position or occupy the position obtained. However, if the person leaves the project before its completion, the board shall offer the position to persons registered on the priority of employment list or failing that, the board shall call upon another person. The adaptation or probation period begins when the employee assumes the new position.

A regular employee who occupies a specific position but whose position is abolished shall benefit from the provisions of article 7-3.00. However, an employee shall remain assigned to his or her specific position.

A temporary employee whose specific position terminates shall be registered on the priority of employment list, provided he or she meets the requirements of the list.

#### **7-2.00 TEMPORARY LAYOFF**

##### **7-2.01**

The employee for whom the nature of the work is such that he or she must be temporarily laid off because of the cyclical slowdown of activities in his or her sector shall not benefit from the provisions of article 7-3.00. However, the employee shall benefit from article 7-3.00 following the permanent abolition of his or her position in accordance with the provisions of the staffing plan.

##### **7-2.02**

Moreover, when a position which is not of a cyclical nature becomes one, the employee concerned shall benefit from article 7-3.00 as any other employee whose position is abolished, unless he or she gives the board a written notice within five (5) working days of the notice provided for in clause 7-2.05 that he or she intends to avail himself or herself, at his or her choosing, of one of the following formulas:

- a) a temporary assignment to other duties in keeping with his or her qualifications and experience; the temporary assignment shall be decided upon by the board but must neither entail a decrease in salary nor an assignment at more than fifty (50) kilometres from the employee's usual place of work;
- b) a temporary layoff.

If a nontenured employee fails to give notice within the time limit allotted and to displace another employee in conformity with article 7-3.00, he or she shall be considered as having chosen to be laid off temporarily.

##### **7-2.03**

After consulting the union before May 1 of each year, the board shall establish the approximate duration of every temporary layoff. The layoff must not, except for cafeteria and day care service employees, exceed fifty-five (55) working days. The layoff period which must be continuous must be situated between May 15 of one fiscal year and September 15 of the following fiscal year. When the board agrees to defer an employee's layoff period in order to enable him or her to take his or her vacation, the decision must not have the effect of extending the employee's layoff period.



**7-2.04**

- A) In the case of cafeteria employees, the board may carry out a temporary layoff period between May 15 of one fiscal year and September 15 of the following fiscal year.

If cafeterias are shut down during the Christmas holidays (period during which students do not have lunch at school), employees shall benefit from the following provisions:

- a) the days off to which they are entitled under article 5-2.00;
- b) the other shutdown days shall be deducted from the number of days of vacation to which they are entitled under article 5-6.00.

- B) In the case of employees working in day care services, the board may temporarily lay off or reduce the number of hours prescribed in the schedule of an employee working in a day care service between June 5 of one fiscal year and September 15 of the following fiscal year. If the day care service shuts down during the Christmas holidays, employees shall benefit from the following provisions:

- a) the days off to which they are entitled under article 5-2.00;
- b) the other shutdown days shall be deducted from the number of days of vacation to which they are entitled under article 5-6.00.

**7-2.05**

The board shall also establish the order in which the temporary layoffs shall be carried out and, in doing so, if, in the same building, more than one employee performs the same duties, the layoffs shall be carried out according to the inverse order of seniority and recalls to work shall be made according to seniority.

At least one month before the effective layoff date, the board shall inform each of the employees concerned of the date and approximate duration of the layoff and of the provisions of clause 7-2.02 or, as the case may be, of clause 7-2.06. Notwithstanding the foregoing, the board shall inform employees working in a day care service of the date and approximate duration of the layoff at least two (2) weeks before the effective layoff date. A copy of the notice shall be sent to the union at the same time.

**7-2.06**

Except in the case where the board uses the services of surplus employees in accordance with article 7-1.00, every temporarily laid-off employee, other than an employee to whom clause 7-2.02 applies, is entitled, as a priority, to fill an increase in workload or a temporarily vacant position other than a day care service position during that period. To benefit from such a priority, the employee must inform the board in writing of his or her intention to accept the increase in workload or the temporarily vacant position which could be offered to him or her within five (5) working days of receipt of the notice prescribed in clause 7-2.05. Moreover, an employee must have the required qualifications and meet the other requirements determined by the board. He or she shall receive the salary rate of the position held temporarily and shall be entitled, during that period, to all the other benefits of the agreement.

Notwithstanding the foregoing, an employee working in a day care service shall only benefit from such a priority when he or she fills a day care service position during his or her layoff period.

**7-2.07**

Subject to the provisions concerning movement of personnel and security of employment, it is agreed that an employee shall resume his or her position at the end of the temporary layoff period.

**7-2.08**

Moreover, an employee shall benefit, during the temporary layoff period, from the life insurance plan if he or she so desires, the basic health insurance plan and, if applicable, the dental insurance plan. His or her share of the annual health and dental insurance premium shall be divided over the complete pay periods between September 15 and May 15 or under the terms and conditions determined by the parity insurance committee.

**7-3.00 SECURITY OF EMPLOYMENT****Section I General Provisions****7-3.01**

In addition to this section and sections V, VI and VII, only the specifically identified provisions of this article apply to employees working in the special education sector and to employees working in the day care services sector.

**7-3.02**

In the context of this article, an employee who displaces another employee or who chooses a position must have the required qualifications and meet the other requirements determined by the board. Moreover, the employee who displaces another employee must have more seniority than the employee displaced. Also, a choice which may be exercised by more than one employee shall be based on seniority.

The recall to work in the day care services sector shall be carried out by day care service and according to seniority.

Unless provided otherwise, the application of the provisions of this article cannot entail a promotion.

An employee whose employment terminates or who is laid off shall be registered on the priority of employment list provided he or she meets the requirements of the list.

**7-3.03**

The board may, if need be, distribute the duties of an abolished position among the remaining employees. However, the distribution cannot have the effect of causing the employees concerned to carry out an excessive workload.

**7-3.04**

When an act of God causes the total or partial closing of a building or day care service, the board may temporarily assign the employees affected by the total or partial closing until such time as the employees may be reinstated in their position or until their positions are abolished.

**7-3.05**

In no case may a tenured employee be required to accept a position beyond fifty (50) kilometres by road from his or her domicile or place of work when the position is abolished or when he or she is displaced.

In the case where a tenured employee is obliged, under the terms of the agreement, to accept a position situated within fifty (50) kilometres by road from his or her domicile or place of work, the obligation exists when the position offered is situated at fifty (50) kilometres or less by road from either of these locations.

**7-3.06**

In the context of this article, a tenured employee cannot be required to accept a part-time position.

## Section II     General Sector

### Security of Employment of Regular Employees

#### Staffing Plan

##### 7-3.07

No later than May 15 of each fiscal year, the board shall adopt a staffing plan for the following fiscal year. The staffing plan does not include positions in the special education sector, positions in the day care services sector, specific positions and assignments associated with increases in workload and those covered by articles 10-1.00 and 10-2.00.

No later than May 1 of each fiscal year and at least seven (7) days before the staffing plan is adopted, the board must submit a draft staffing plan to the union for consultation.

When preparing the staffing plan, the board shall promote the merger of part-time positions in the same class of employment based on the organization's needs in order to create full-time positions or part-time positions with more hours.

However, the board shall not promote the merger of part-time positions if this has the effect of causing a conflict in the schedule or exceeding the number of hours prescribed in the regular workweek at the board. When the merger of part-time positions would have the effect of entailing the payment of travel expenses or generating travel time, the board shall not be required to promote the mergers but shall nonetheless assess the relevance.

##### 7-3.08

The plan shall take effect on July 1 of a fiscal year and shall apply to the said fiscal year. The plan which shall be forwarded to the union at the time of its adoption must include the following elements:

- a) The number of positions maintained by class of employment as well as the distribution by office, department, school and centre.
- b) The number of surplus positions that will be abolished. Subject to clauses 7-1.10 and 7-3.10, the board can only abolish the positions specified in the plan. In this context, the board must identify each of the positions to be abolished (office, department, school or centre, class of employment and the name of the incumbent at the time the plan was drawn up) as well as, for information purposes only, the reason for the abolition from among those listed below:
  - 1) significant decrease in student population<sup>1</sup>;
  - 2) reorganization of the administrative structure other than the one referred to in subparagraph c) of clause 7-3.09;
  - 3) closing of an office, department, school or centre;
  - 4) change in the specific services to be provided;
  - 5) reduction in the specific services to be provided.
- c) The list of surplus employees at the time of the adoption of the plan, the list of employees whose class of employment is protected as well as the class of employment concerned and the list of employees whose salary is protected under subparagraph 2) of paragraph a) of clause 7-3.22.
- d) The identification of each of the newly created positions, the creation of which coincides with the implementation of the plan, regardless of the creation of other positions that may occur while the plan is in force.
- e) The identification of subcontracts of an ongoing nature related to the classes of employment covered by the certificate of accreditation.

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<sup>1</sup> The decrease in student population may be ascertained and computed over a three (3)-year period including the year referred to in the staffing plan.

Any abolition of positions provided for in the plan shall take effect on one date only per staffing plan. The date shall be determined by the board and must be mentioned in the staffing plan concerned.

### 7-3.09

Notwithstanding the foregoing, the board shall not be required to abolish a position if any of the following circumstances occur and the union is so informed prior to the consultation on the staffing plan prescribed in clause 7-3.07:

- a) the position is transferred less than five (5) kilometres from the current location<sup>1</sup>;
- b) the position is transferred between five (5) and fifteen (15) kilometres from the current location<sup>1</sup>.

In this case, the board shall offer, in writing, to the employee incumbent of the position the option of retaining his or her position or seeing it abolished and shall forward a copy to the union. The employee's written reply shall be forwarded to the board, which shall forward a copy to the union upon receiving it. Failing a reply within five (5) working days of receiving the offer, the board shall not abolish the position concerned and the employee shall be transferred;

- c) the position is transferred in whole or in part to another department or there is a change in superior;
- d) a change in the distribution of working time among the same places of work;
- e) a change in schedule without affecting the work shift;
- f) any other reason agreed to by the board and the union.

### 7-3.10

To avoid abolishing positions, the board and the union may agree to assign one or more employees in the same class of employment, subject to clause 7-3.05. Such an agreement, where applicable, shall be made prior to the adoption of the staffing plan.

Subject to clause 7-1.10, any change in the staffing plan, as of its adoption, designed to abolish positions other than those identified in the preceding subparagraph b) of clause 7-3.08 must be the subject of a written agreement between the board and the union before being implemented.

Any change in the number of positions per class of employment resulting from the application of article 6-1.00 constitutes a change in the plan deemed to have been the subject of an agreement between the board and the union.

### 7-3.11

A regular employee whose position is abolished shall receive a written notice of at least thirty (30) days of the effective date on which the position is abolished indicating, for information purposes only, the reason underlying the abolition. A copy of the notice shall also be sent to the union.

## Security of Employment Procedure

### 7-3.12

The procedure for displacing and assigning vacant positions under the security of employment procedure applies to positions prescribed in the staffing plan in the general sector only.

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<sup>1</sup> The transfer of students is not a reason for transferring the position except if all the students from an establishment are transferred to another.

In the context of this section, the board shall terminate the employment of the probationary employee who is displaced or whose position is abolished. Moreover, the regular employee who is unable to obtain a position by the application of clauses 7-3.15 to 7-3.19 shall be placed in surplus if he or she is tenured or laid off if he or she is nontenured.

**7-3.13**

The board may convene an assignment session during which vacant positions and vacated positions shall be filled.

A regular employee who is absent for one of the reasons prescribed in the agreement shall exercise his or her choice when the security of employment procedure is applied, regardless of the date scheduled for his or her return to work. The board and the union must agree on the terms and conditions that apply when an employee is absent.

Positions that remained vacant following the application of clauses 7-3.15 to 7-3.19 shall be filled in accordance with clause 7-1.11. However, the positions shall be posted for five (5) working days and shall not be offered to regular employees who had access thereto.

**7-3.14**

In the context of the staffing plan, the board shall create, by class of employment, a bank of vacant positions including positions from the pool mentioned in clause 7-1.10 that it decides to maintain, newly created positions as well as the positions of employees confirming their retirement and who do not return to their position after the coming into force of the staffing plan. Including these positions in the bank of vacant positions cannot prevent the application of clause 7-3.44 nor cause an employee to lose another benefit to which he or she would normally be entitled.

If the number of vacant positions in the bank is less than the number of abolished positions in a class of employment, the employees in that class of employment with the least seniority shall be declared excess. Their positions which become vacant shall be added to the bank of vacant positions up to the number of positions abolished in the class of employment.

Notwithstanding the foregoing, the board shall terminate the probationary employee's employment instead of declaring him or her excess, subject to clause 7-3.19.

In the case where the position to be abolished is that of an employee with the least seniority, the employee shall then be declared excess.

**7-3.15**

A regular employee whose position is abolished must either:

- 1) displace an employee with less seniority in his or her class of employment;
- or
- 2) choose a position in the bank of vacant positions in his or her class of employment.

If the employee cannot exercise one of the choices prescribed above due to the fact that he or she has the least seniority in his or her class of employment, the provisions of clause 7-3.17 apply.

**7-3.16**

A regular employee displaced under subparagraph 1) of clause 7-3.15 shall choose a position from the bank of vacant positions in his or her class of employment.

**7-3.17**

A regular employee declared excess in his or her class of employment under clause 7-3.14 must either:

- 1) displace the employee with the least seniority in a class of employment in which the maximum of the salary scale is identical to that of the class of employment he or she is leaving or, failing this, in which the maximum of the salary scale is immediately below that of the class of employment he or she is leaving in his or her category;
- or
- 2) choose a position from the bank of vacant positions in a class of employment in which the maximum of the salary scale is identical to that of the class of employment he or she is leaving or, failing this, in which the maximum of the salary scale is immediately below that of the class of employment he or she is leaving in his or her category.

**7-3.18**

A regular employee displaced under subparagraph 1) of clause 7-3.17 or under this clause must:

- A) choose a position from the bank of vacant positions in his or her class of employment;
- B) failing this, he or she must either:
  - 1) displace the employee with the least seniority in a class of employment in which the maximum of the salary scale is identical to that of the class of employment he or she is leaving or, failing this, in which the maximum of the salary scale is immediately below that of the class of employment he or she is leaving in his or her category;
  - or
  - 2) choose a position from the bank of vacant positions in a class of employment in which the maximum of the salary scale is identical to that of the class of employment he or she is leaving or, failing this, in which the maximum of the salary scale is immediately below that of the class of employment he or she is leaving in his or her category.

**7-3.19**

- A) If a regular employee is unable to displace another employee or occupy a vacant position in his or her class of employment for one of the following reasons:

- a) he or she does not have the required qualifications and does not meet the other requirements determined by the board;
- b) he or she occupies a full-time position and the position available is part-time;
- c) the position available is situated at more than fifty (50) kilometres according to the rule prescribed in clause 7-3.05;

he or she shall displace the regular employee with the least seniority in his or her class of employment who holds a position in keeping with the reasons listed above. The employee thus displaced shall benefit from the provisions of clause 7-3.16 and, failing this, clause 7-3.17. The employee initially declared excess shall resume his or her position if it remained vacant or, failing this, another position that remained vacant as a result of this clause.

- B) Moreover, if a regular employee is unable to displace another employee or occupy a vacant position in another class of employment for one of the following reasons:
  - a) he or she does not have the required qualifications and does not meet the other requirements determined by the board;
  - b) he or she occupies a full-time position and the position available is part-time;

- c) the position available is situated at more than fifty (50) kilometres according to the rule prescribed in clause 7-3.05;

he or she shall displace the regular employee with the least seniority who holds a position in keeping with the reasons listed above in a class of employment in which the maximum of the salary scale is identical to that of the class of employment he or she is leaving or, failing this, in which the maximum of the salary scale is immediately below that of the class of employment he or she is leaving in his or her category.

The regular employee thus displaced shall benefit from the provisions of clause 7-3.17 or 7-3.18, as the case may be.

- C) If a regular employee is unable to occupy a position in a class of employment in which the maximum of the salary scale is identical to that of the class of employment he or she is leaving or, failing this, in which the maximum of the salary scale is immediately below that of the class of employment he or she is leaving in his or her category, he or she shall exercise the choices prescribed in clauses 7-3.17 to 7-3.19 in his or her category in relation to the second class of employment immediately below and so on.

### 7-3.20

However, when applying clauses 7-3.14 to 7-3.19, there is a full-time vacant position to be filled in the class of employment where the position is abolished or in the class of employment where the employee must be displaced, the following provisions apply, regardless of clause 7-1.11:

- a) The board shall offer, according to seniority, the vacant position only to the regular employees in the class of employment concerned who have more seniority than the employee whose position is abolished.
- b) Subsequently, the board shall offer, according to seniority, the vacated position ensuing from the application of the preceding subparagraph a), only to the regular employees in the class of employment concerned who have more seniority than the employee whose position is abolished.

This procedure applies as long as the last available position meets the following conditions:

- the available position is located at fifty (50) kilometres or less by road from the residence or workplace of the employee who is required to accept the position;
- the position is full-time;
- the employee required to accept the position has the required qualifications and meets the other requirements of the position.

### 7-3.21

Under no circumstances shall a displaced employee be a temporary employee hired to handle a temporary increase in workload or an unforeseen event. If a temporary employee replaces an employee who is temporarily absent, clauses 7-3.14 to 7-3.20 apply while taking into account the seniority of the employee who is temporarily absent. In this context, if an employee displaces an employee who is temporarily absent, the board shall terminate the employment of the temporary substitute employee.

## Salary Protection

### 7-3.22

- a) A tenured employee who is required to fill, within the framework of clauses 7-3.14 to 7-3.20, a full-time position in which the regular workweek includes fewer hours than his or her regular workweek and/or a full-time position of a cyclical nature shall benefit, at his or her choosing, from one of the following salary protections:
- 1) He or she shall retain the remuneration established on the basis of the salary rate and the number of regular hours applicable immediately before obtaining the new position as long as the remuneration of the new position remains lower. However, the difference between the remuneration of the new position and that established immediately before obtaining the new position shall be paid as a lump sum distributed over each pay period. The amount shall be decreased as the employee's salary progresses.
- During that period, the employee may apply, under subparagraph a) of paragraph A) of clause 7-1.11, for a position in his or her class of employment in which the number of hours is at least equal to the number of hours of the position he or she held immediately before obtaining the new position.
- 2) He or she shall retain the remuneration established on the basis of the salary rate and the number of hours of his or her regular workweek applicable immediately before obtaining the new position as long as he or she does not obtain a position in accordance with subparagraph a) of paragraph A) of clause 7-1.11. The board shall assign the employee duties to enable him or her to complete his or her regular workweek. The assignment shall be carried out in accordance with the provisions of clause 7-3.45.
- b) When, under clauses 7-3.17 to 7-3.19, a tenured employee must be demoted, he or she shall retain his or her class of employment for salary and movement of personnel purposes as long as he or she does not obtain a position under subparagraph a) of paragraph A) of clause 7-1.11.

## Section III Special Education Sector

### Security of Employment of Regular Employees

#### 7-3.23

The procedure for displacing and assigning vacant positions under this section applies to positions prescribed in the staffing plan in the special education sector only.

In the context of this section, the board shall terminate the employment of the probationary employee who is displaced or whose position is abolished.

Moreover, the regular employee who is unable to obtain a position under clauses 7-3.28 to 7-3.33 shall, at the end of the temporary layoff period prescribed in clause 7-2.03, be placed in surplus if he or she is tenured or laid off if he or she is nontenured.

### Staffing Plan

#### 7-3.24

When preparing the general staffing plan, the board shall promote the merger of part-time positions in the same class of employment based on the organization's needs in order to create full-time positions or part-time positions with more hours. The board shall inform the union of the positions where the part-time schedule can be reorganized so as to merge the positions.



However, the board shall not promote the merger of part-time positions if this has the effect of causing a conflict in the schedule or exceeding the number of hours prescribed in the regular workweek at the board. When the merger of part-time positions would have the effect of entailing the payment of travel expenses or generating travel time, the board shall not be required to promote the mergers but shall nonetheless assess the relevance.

In the context of determining special education positions, excluding positions of attendant for handicapped students, the board must provide that the positions include, on a weekly basis, time for the necessary planning, preparing and organization of the services dispensed to students, meetings with the school team and follow-up with parents and others involved in intervention efforts.

No later than August 20 of each fiscal year, the board shall adopt a staffing plan in the special education sector that must be submitted to the union for consultation five (5) days before it is adopted. The plan shall apply to the current fiscal year.

Notwithstanding the foregoing, in the case of an employee working with students with handicaps, social maladjustments or learning disabilities integrated totally or partially into a regular class or working with one or two students with handicaps, social maladjustments or learning disabilities in a special class:

- a) the board may abolish the position of one of these employees during the year for reasons that could not be foreseen at the time of staff planning. In this case, the board shall grant the employee a new assignment in accordance with clause 7-3.05;
- b) the board shall fill the work schedule of an employee on the basis of his or her qualifications when, during the year, there is a reduction in the number of hours of his or her position.

### 7-3.25

The plan must include the following elements:

- a) The number of positions maintained by class of employment as well as the distribution by office, department, school and centre.
- b) The number of surplus positions that will be abolished. Subject to clause 7-3.24, the board can only abolish the positions specified in the plan. In this context, the board must identify each of the positions to be abolished (office, department, school or centre, class of employment and the name of the incumbent at the time the plan was drawn up) as well as, for information purposes only, the reason for the abolition from among those listed below:
  - 1) significant decrease in student population<sup>1</sup>;
  - 2) reorganization of the administrative structure other than the one referred to in paragraph c) of clause 7-3.26;
  - 3) closing of an office, department, school or centre;
  - 4) change in the specific services to be provided;
  - 5) reduction in the specific services to be provided.
- c) The list of surplus employees at the time of the adoption of the plan, the list of employees whose class of employment is protected as well as the class of employment concerned and the list of employees whose salary is protected in accordance with subparagraph 2) of paragraph a) of clause 7-3.36.
- d) The identification of each of the newly created positions, the creation of which coincides with the implementation of the plan, regardless of the creation of other positions that may occur while the plan is in force.

Any abolition of positions provided for in the plan shall take effect on one date only per staffing plan. The date shall be determined by the board and must be mentioned in the staffing plan concerned. The board shall forward to the employee a written notice of at least five (5) days of the date on which his or her position is abolished. A copy of the notice shall also be sent to the union.

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<sup>1</sup> The decrease in student population may be ascertained and computed over a three (3)-year period including the year referred to in the staffing plan.

**7-3.26**

Notwithstanding the foregoing, the board shall not be required to abolish a position if any of the following circumstances occur and the union is so informed prior to the consultation on the staffing plan prescribed in clause 7-3.24:

- a) the position is transferred less than five (5) kilometres from the current location<sup>1</sup>;
- b) the position is transferred between five (5) and fifteen (15) kilometres from the current location<sup>1</sup>.

In this case, the board shall offer, in writing, to the employee incumbent of the position the option of retaining his or her position or seeing it abolished and shall forward a copy to the union. The employee's written reply shall be forwarded to the board, which shall forward a copy to the union as soon as the board receives it. Failing a reply within five (5) working days of receiving the offer, the board shall not abolish the position concerned and the employee shall be transferred;

- c) the position is transferred in whole or in part to another department or there is a change in superior;
- d) a change in the distribution of working time among the same places of work;
- e) a change in schedule without affecting the work shift;
- f) any other reason agreed to by the board and the union.

**7-3.27**

To avoid abolishing positions, the board and the union may agree to assign one or more employees in the same class of employment, subject to clause 7-3.05. Such an agreement, where applicable, shall be made prior to the adoption of the staffing plan in the special education sector.

Any change in the number of positions per class of employment resulting from the application of article 6-1.00 constitutes a change in the plan deemed to have been the subject of an agreement between the board and the union.

**Security of Employment Procedure for Regular Employees****7-3.28**

In the case of an employee working with students with handicaps, social maladjustments or learning disabilities integrated totally or partially into a regular class or working with one or two students with handicaps, social maladjustments or learning disabilities attending a special class, the board may take into account the individualized education plan when preparing and applying the staffing plan in order to verify whether there are any restrictions concerning the selection of employees.

**7-3.29**

Clauses 7-3.30 to 7-3.33 apply concomitantly.

The board may call an assignment session during which vacant positions and positions vacated in the context of an assignment session are filled. The session must take place no later than during the full week preceding the first day of class. The notice of the assignment session must be sent to the employees concerned, along with the layoff notice. During the session:

- the board shall provide general information concerning the students affected by the position as well as those mentioned in the first paragraph of clause 7-1.12;
- a complementary services representative is present to answer any questions concerning the students.

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<sup>1</sup> The transfer of students is not a reason for transferring the position except if all the students from an establishment are transferred to another.

Similarly, whenever an employee chooses a vacant position, the movement of personnel shall be interrupted and the position thus vacated shall be offered to employees having more seniority than the latter, it being understood that an employee may exercise his or her choice more than once.

If the board does not convene an assignment session, it must post the vacant positions in accordance with clause 7-1.12 during a period of not less than five (5) days.

A regular employee who is absent for one of the reasons prescribed in the agreement shall exercise his or her choice when the security of employment procedure is applied, regardless of the date scheduled for his or her return to work. The board and the union must agree on the terms and conditions that apply when an employee is absent.

### 7-3.30

The positions prescribed in the staffing plan as well as those vacated during the session shall be filled as follows:

- a) an employee shall maintain the position held the preceding year if it still exists. However, the position in which the number of hours was increased during the preceding year and the increased number of hours are maintained in whole or in part during the current year shall be considered as a vacant position;
- b) an employee whose position is abolished and recreated with fewer hours shall be offered the position as a priority but may accept or refuse it;
- c) the board shall offer vacant positions to the following regular employees in the same class of employment:
  - employees whose positions are abolished;
  - employees present at the session;
  - surplus employees;
  - employees whose salary is protected;
  - employees who were obliged to be demoted and whose salary and class of employment were not protected.

If none of the employees in surplus or whose salary is protected accepts the position offered, the board shall designate, subject to clause 7-3.45, the employee who has the least seniority from among the employees in surplus or whose salary is protected.

In the context of clauses 7-3.30 to 7-3.33, the employee who is offered a position where the workweek consists of fifteen (15) hours or less may refuse it. In this case, the employee is considered as a regular employee laid off under subparagraph d) of paragraph A) of clause 7-1.11 and his or her name shall be registered on the priority of employment list according to seniority.

### 7-3.31

- A) A regular employee whose position is abolished must either:
  - a) displace an employee with less seniority in his or her class of employment;
  - or
  - b) choose a vacant position under clause 7-3.30.
- B) A regular employee who is unable to obtain a position in accordance with the foregoing must either:
  - a) displace the employee with the least seniority in the class of employment in which the maximum of the salary scale is immediately below in his or her category;
  - or
  - b) choose, in accordance with clause 7-3.30, a vacant position in the class of employment in which the maximum of the salary scale is immediately below in his or her category.

**7-3.32**

- A) A regular employee displaced under subparagraph a) of paragraph A) of clause 7-3.31 must:
- a) choose a vacant position in the class of employment under clause 7-3.31;
  - b) failing this, displace the employee with the least seniority in his or her class of employment.
- B) A regular employee displaced under subparagraph a) of paragraph B) of clause 7-3.31 must:
- choose a vacant position in accordance with clause 7-3.31.
- C) A regular employee who was unable to obtain a position in accordance with the foregoing or the employee displaced under this clause must either:
- a) displace the employee with the least seniority in the class of employment in which the maximum of the salary scale is immediately below in his or her category;
  - or
  - b) choose, in accordance with clause 7-3.31, a vacant position in the class of employment in which the maximum of the salary scale is immediately below in his or her category.

**7-3.33**

- A) If a regular employee is unable to displace another employee in another class of employment or occupy a vacant position for one of the following reasons:
- a) he or she does not have the required qualifications and does not meet the other requirements determined by the board;
  - b) he or she occupies a full-time position and the position available is part time;
  - c) the position available is situated at more than fifty (50) kilometres according to the rule prescribed in clause 7-3.05;

he or she shall displace the regular employee with the least seniority in his or her class of employment who holds a position in keeping with the reasons listed above.

An employee thus displaced shall benefit from the provisions of clause 7-3.32.

- B) Also, if a regular employee is unable to displace another employee in another class of employment where he or she is required to displace or occupy a vacant position for one of the following reasons:
- a) he or she does not have the required qualifications and does not meet the other requirements determined by the board;
  - b) he or she occupies a full-time position and the position available is part time;
  - c) the position available is situated at more than fifty (50) kilometres according to the rule prescribed in clause 7-3.05;

he or she shall displace the regular employee with the least seniority who holds a position in keeping with the reasons listed above in the class of employment in which the maximum of the salary scale is immediately below that of the class of employment he or she is leaving in his or her category.

A regular employee thus displaced shall benefit from the provisions of clause 7-3.32.

- C) If a regular employee is unable to occupy a position in the class of employment in which the maximum of the salary scale is immediately below that of the class of employment he or she is leaving in his or her category, he or she shall exercise the choices prescribed in clauses 7-3.31 to 7-3.33 in his or her category in relation to the second class of employment immediately below and so on.

**7-3.34**

Following the assignment session or the posting of positions, the board shall offer all regular employees and, subsequently, employees registered on the priority of employment list the positions that are temporarily vacant until the end of the school year.

**7-3.35**

The positions that remain vacant following the application of clauses 7-3.30 to 7-3.33 shall be filled in accordance with clause 7-1.11. Where applicable, the vacant positions shall not be offered to regular employees who have access thereto.

**Salary Protection****7-3.36**

- a) A tenured employee who is required to fill, within the framework of clauses 7-3.30 to 7-3.33, a full-time position in which the regular workweek includes fewer hours than his or her regular workweek and/or a full-time position of a cyclical nature shall benefit, at his or her choosing, from one of the following salary protections:
  - 1) He or she shall retain the remuneration established on the basis of the salary rate and the number of regular hours applicable immediately before obtaining the new position as long as the remuneration of the new position remains lower. However, the difference between the remuneration of the new position and that established immediately before obtaining the new position shall be paid as a lump sum distributed over each pay period. The amount shall be decreased as the employee's salary progresses.
  - 2) He or she shall retain the remuneration established on the basis of the salary rate and the number of hours of his or her regular workweek applicable immediately before obtaining the new position as long as he or she does not obtain another position. The board shall assign the employee duties in order to enable him or her to complete his or her regular workweek. The assignment shall be carried out in accordance with the provisions of clause 7-3.45.
- b) When, within the framework of clauses 7-3.31 to 7-3.33, a tenured employee must be demoted, he or she shall keep his or her class of employment for salary and movement of personnel purposes as long as he or she does not obtain another position.

**Section IV Day Care Services Sector****Security of Employment of Regular Employees****7-3.37**

In the context of this section, the procedure for displacing and assigning positions applies only to day care service positions.

A regular employee who is absent for one of the reasons prescribed in the agreement shall exercise his or her choice when the security of employment procedure is applied, regardless of the date foreseen for his or her return to work. The board and the union must agree on the terms and conditions that apply to regular employees who are absent when the security of employment procedure is applied.

The board may convene an assignment session during which vacant, newly created and vacated positions shall be filled. The assignment session notice along with the layoff notice must be forwarded to the employees concerned.

Similarly, whenever an employee chooses a vacant or newly created position, the movement of personnel shall be interrupted and the position thus vacated shall be offered under clause 7-3.39 to employees having more seniority than the latter, it being understood that an employee may exercise his or her choice more than once.

The board shall terminate the employment of the probationary employee who is displaced or the employee who is not recalled to work.

### **Security of Employment Procedure for Regular Employees**

#### **7-3.38**

In the context of the determination of day care service positions, the board must take into account the following elements:

- the positions must include the greatest number of hours possible taking into account the needs of the service, without exceeding the regular workweek prescribed in clause 8-2.01;
- the positions must include, on a weekly basis, the time for the necessary planning, preparation and organization of the services dispensed to students, meetings with the school team and follow-up with parents and others involved in intervention efforts;
- the board shall try to maintain twenty (20) students per employee; however, the board must take into account the formation of groups, the presence of students with handicaps, social maladjustments or learning disabilities.

#### **7-3.39**

A) The assignment of regular employees shall be carried out as follows:

- a) Beginning in August and for a period not exceeding September 20, the board shall recall an employee to his or her day care service on the basis of its needs. It shall assign the employee a position in his or her class of employment based on a temporary number of working hours.

Notwithstanding the foregoing, a newly created position in the class of employment of day care service educator, principal class, following the assignment session held during the preceding school year, shall be offered to employees in the day care service concerned. Should the position not be filled in this manner, the position shall be offered in accordance with subparagraph b) of paragraph B) of this clause.

- b) No later than September 20, the board shall confirm the number of hours for each day care service position.
- c) The board shall offer to each of the employees concerned the positions by day care service and class of employment.

B) Following the application of the preceding paragraph:

- a) **Day Care Service Technician**

No later than September 30, the board shall post in accordance with clause 7-1.12 in all the day care services a list of the newly created or permanently vacant positions of day care service technician.

The board shall choose from among the regular day care service technicians who have not been recalled and, subsequently, from among the regular employees in the day care services sector.

- b) **Day Care Service Educator, principal class**

No later than September 30, the board shall post in accordance with clause 7-1.12 in all the day care services a list of the newly created or permanently vacant positions of day care service educators, principal class.

No later than October 15, the board shall choose from among the regular day care service educators, principal class who were not recalled and those who requested a transfer within the time limit determined by the board and from among the day care service technicians who expressed their intention to be demoted. Subsequently, the board shall choose from among the other regular employees in the day care services sector.

c) **Day Care Service Educator**

No later than September 30, the board shall post in accordance with clause 7-1.12 in all the day care services a list of the newly created or permanently vacant positions of day care service educator.

No later than October 15, 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 within the time limit determined by the board and from among the other regular employees in the day care services sector who expressed their intention to be demoted.

d) The employee referred to in clause 7-3.43 must:

- i) choose a vacant, newly created or vacated position in his or her class of employment within the framework of the preceding subparagraph a), b) or c), subject to clause 7-3.05. The employee shall be given priority for such a position;
- ii) failing this, displace the full-time nontenured employee with the least seniority in his or her class of employment if the position includes a number of hours greater than the position held.

However, the employee on availability shall displace that employee, regardless of the number of hours of the position held.

In the case where the day care service technician is unable to obtain a position under the preceding subparagraphs i) and ii), he or she shall choose, according to seniority, a vacant, newly created or vacated position during the assignment session for day care service educators, principal class or failing this, day care service educators. He or she is then entitled to return to the next annual assignment session.

The employee displaced under the preceding subparagraph ii) shall choose a position in accordance with the preceding subparagraph a), b) or c) of paragraph B) of this clause. Failing this, the employee shall be laid off.

**7-3.40**

- A) An employee who is unable to obtain a position by the application of clause 7-3.39 shall be laid off if he or she is nontenured.
- B) A tenured employee who is unable to obtain a full-time position shall be placed in surplus.

**7-3.41**

The positions that remained vacant by the application of clause 7-3.39 shall be filled in accordance with clause 7-1.11. Where applicable, the vacant positions shall not be offered to regular employees who already have had access thereto.

Following the assignment session or posting of positions, the board shall offer to all regular employees and, subsequently, to persons registered on the priority of employment list, the positions that will be temporarily vacant until the end of the school year. The temporary assignment of the employee shall end no later than the end of the current school year. The position thus vacated shall be filled under clause 7-1.21. However, in the case of a day care service technician, the replacement shall end upon the return of the employee who was replaced.

**7-3.42**

A regular employee who has not been recalled to his or her day care service on September 15 shall be laid off if he or she is nontenured or placed in surplus if he or she is tenured. He or she shall be considered as a regular employee not recalled for the purposes of clause 7-3.39.

No later than September 30, the board shall convey the following information to the union:

- the list of recalled employees by day care service, specifying the number of hours and the work schedule of each position as well as the name of those covered by clause 7-3.43;
- the list of vacant positions and new positions, including the number of hours and the work schedule;
- the list of regular employees not recalled by day care service;
- the number of students registered in each day care service (regular and occasional);
- the official seniority list.

**Salary Protection****7-3.43**

The salary of a surplus employee or a tenured employee who could not be assigned to a position with the same number of hours or a maximum reduction of ten percent (10%) of the number of hours of his or her regular workweek of the preceding year shall be protected on the basis of the number of hours of his or her regular workweek of the preceding year minus ten percent (10%). The protected salary is based on a regular workweek of a maximum duration of thirty-five (35) hours. The board may use the services of an employee to make up the difference between the number of hours of the position held and that for which his or her salary is protected.

The same applies to the tenured employee required to occupy, under paragraph B) of clause 7-3.39, a position in the day care services sector in a lower class of employment. His or her salary shall be protected based on the number of hours of his or her regular workweek of the preceding year reduced by ten percent (10%). He or she shall maintain his or her class of employment for salary and movement of personnel purposes and is entitled to a right of recall at the next annual assignment session. The protection shall apply based on a regular workweek of a maximum duration of thirty-five (35) hours. The board may use the services of the employee up to the protected salary without exceeding the regular workweek.

Notwithstanding the foregoing, the regular workweek of a tenured employee cannot be reduced in such a way as to cause him or her to lose full-time employee status, even if the number of hours are reduced over several years.

Prior to applying clause 7-1.21, a tenured employee entitled to salary protection may be assigned duties to complete his or her regular workweek.

**Section V Measures Designed to Reduce the Number of Placements in Surplus****7-3.44****A) Preretirement**

In order to reduce the number of tenured employees placed in surplus or to be placed in surplus, the board shall grant, with the employee's consent or at his or her request, a preretirement leave under the following conditions:

- 1) The leave is a paid leave of a maximum of twelve (12) months; with the consent of the board, it may be spread over two (2) years.
- 2) The preretirement leave shall count as service for purposes of the pension plan currently in force.



- 3) Only the employee who would be entitled to retire at the end of the leave shall be eligible.
- 4) At the end of the paid leave, the employee shall be considered as having resigned and shall be pensioned off.
- 5) During the preretirement leave, the employee cannot work for an employer in the public and parapublic sectors.

The board may, for a reason other than that provided for above, grant a preretirement leave to an employee under the same conditions.

#### **B) Severance Pay**

The board shall grant severance pay to a tenured employee if his or her resignation allows the assignment of an employee placed in surplus. Acceptance of severance pay shall entail the employee's loss of tenure.

The board shall also grant severance pay to a tenured employee placed in surplus who agrees to resign. In this case, the employee concerned shall lose his or her tenure.

The tenured employee referred to in the preceding paragraphs cannot receive severance pay if, after his or her resignation, he or she is then hired in the education sector within twelve (12) months of the effective date of his or her resignation. Also, such an employee may receive severance pay only once in the education sector. The employee who receives severance pay and wishes to return to the education sector within twelve (12) months of having received severance pay must reimburse it to the employer who granted it.

Severance pay shall equal one month of salary per complete year of service at the time when the tenured employee resigned from the board.

The premium shall be limited to a maximum of six (6) months of salary. For the purpose of calculating this premium, the salary shall be that which the tenured employee receives the day before he or she leaves his or her board.

#### **C) Transfer of Tenure and Seniority at the Time of a Voluntary Relocation**

In order to reduce the number of employees in surplus, the tenure and seniority of an employee who is not in surplus shall be transferable to another school board that hires him or her if his or her resignation allows the reassignment of an employee in surplus.

In order to avail himself or herself of the provisions of the preceding paragraph, a tenured employee must make a written request to his or her board on a form that it provides. Once the board receives it, it shall forward a copy to the Provincial Relocation Bureau.

#### **D) Retraining**

The board may require an employee on availability who has not been assigned to a temporarily vacant position, an increase in workload or a specific position to undergo training so as to improve his or her chances of being reinstated in a position in the bargaining unit. If the employee accepts, he or she shall remain on availability for as long as he or she has not obtained a position. The training offered must correspond to the needs of the board and to the qualifications and skills of the employee determined by an appropriate psychometric test.

If the employee refuses, the retraining shall be offered based on seniority to regular full-time employees in the same class of employment where the temporarily vacant position allows the board to assign the employee on availability under the first paragraph of paragraph a) of clause 7-3.45. In this case:

- 1) The salary of the employee who accepts the offer shall be maintained for the retraining period as if he or she had remained at work. This period includes the last day of work preceding the retraining up to the first day of work that follows. If the employee is not reinstated in a regular full-time position where the remuneration is at least equal to that maintained during the retraining, he or she may be reinstated in his or her original position. However, the board may offer to maintain his or her salary in another position obtained under the agreement by making up the difference.

If an employee has terminated his or her retraining, obtained a position under the first paragraph of subparagraph 1) and has successfully completed his or her adaptation and training periods, if required, his or her original position is then considered permanently vacant and article 7-3.00 applies to the following movement of personnel.

- 2) If no regular full-time employee in the same class of employment accepts the offer of retraining, the employee on availability must accept it. Failing to accept the written offer within seven (7) days, the employee shall renounce all of his or her rights as an employee on availability prescribed in the agreement. However, the employee shall be registered on the priority of employment list according to seniority and, for the sole purposes of the movements of personnel prescribed in article 7-1.00, he or she is considered as an employee on availability.

The employee who accepts the retraining shall commit to participating in the training.

All costs related to the training shall be assumed by the employer. The other terms and conditions shall be agreed between the local parties and the employee prior to the training.

## **Section VI Rights and Obligations of the Employee**

### **7-3.45**

- a) Every employee in surplus who is offered a full-time position in his or her board within a fifty (50)-kilometre radius by road from his or her domicile or place of work at the time he or she is placed in surplus must accept it if the position offered is in the technical and paratechnical, administrative and labour support categories to which the employee belongs. His or her salary shall be protected in accordance with clauses 7-3.22, 7-3.36 and 7-3.43 if the position offered includes one of the characteristics listed in those clauses.

Every surplus employee who is offered a full-time position by another school board within a fifty (50)-kilometre radius by road from his or her domicile or place of work at the time he or she is placed in surplus must accept it if the position offered is in his or her class of employment or if it constitutes a transfer. His or her salary shall be protected in accordance with paragraph a) of clauses 7-3.22 and 7-3.36 and clause 7-3.43 if the position offered includes one of the characteristics listed therein.

Failure to accept such written offer shall constitute for all legal purposes the employee's resignation and shall annul any possibility of receiving severance pay. If the offer is made by another school board, the employee must make his or her decision known within seven (7) days. The time limit shall be twelve (12) days if the offer of engagement necessitates his or her moving.

In the case of an employee placed in surplus for a second time within the twelve (12) months following the fiscal year in which he or she was first relocated and insofar as he or she is again relocated during those twelve (12) months, the fifty (50)-kilometre radius shall be calculated from his or her domicile or place of work at the time he or she was first placed in surplus.

- b) The surplus employee who voluntarily accepts to be relocated when the relocation involves his or her moving shall receive a voluntary mobility premium equal to two (2) months of salary if his or her future place of work is located at more than fifty (50) kilometres from his or her domicile and place of work at the time of his or her placement in surplus. The premium shall equal four (4) months of salary if the relocation takes place in one of school boards of the regional offices #01 (Bas Saint-Laurent-Gaspésie), #08 (Abitibi-Témiscamingue) and #09 (Côte-Nord) (Appendix 16).

The preceding provisions also apply to the tenured employee who is not in surplus if his or her relocation beyond fifty (50) kilometres from his or her domicile or place of work to another employer allows the reintegration of an employee already in surplus in the board.

- c) The surplus employee must provide, upon request, any information required within reason that is relevant to his or her security of employment.
- d) As long as the employee remains in surplus, his or her salary shall progress normally.

- e) When a surplus employee accepts a position with another school board in accordance with this clause, the employee shall not undergo the probation period and is deemed to have the required qualifications and meet the other requirements of the position.
- f) When an employee is relocated according to the provisions of this clause, his or her regular employee status or, as the case may be, tenure, seniority and bank of nonredeemable sick-leave days shall be transferred to his or her new employer.
- g) As long as he or she remains in surplus, the employee shall be required to perform the duties (covered or not by the certificate of accreditation) that the board assigns to him or her in keeping with his or her qualifications; the duties must be related to one of the classes of employment in his or her category. The assignment may not be further than fifty (50) kilometres by road from his or her domicile or place of work at the time he or she was placed in surplus.

Notwithstanding article 8-2.00, the board may change an employee's work schedule. However, the board cannot change the shift (day, evening, night) within the same week.

The board may, with the consent of the employee in surplus, conclude a services agreement with another employer.

- h) The surplus employee must appear for an interview with another school board when the Provincial Relocation Bureau requests him or her to do so in writing and the interview is for a full-time position that meets the characteristics of paragraph a) of this clause. Failure to accept the request shall constitute for all legal purposes his or her resignation and shall annul any possibility of receiving severance pay.
- i) The nontenured regular employee who has completed at least one year of active service as a regular employee and who is laid off following a reduction of personnel shall remain on the lists 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 a school board in the same regional office could make him or her within seven (7) days of the written offer of employment. Failure to accept the written offer shall entail the removal of his or her name from the lists of the Provincial Relocation Bureau.
- j) The date of the signature on the post office receipt of the documents sent by registered mail constitutes prima facie proof in order to calculate the time limits prescribed in this clause.
- k) The employee who is relocated as a result of the application of this clause and who must move shall benefit from his or her board or, where applicable, from the school board which hires him or her from the provisions of Appendix 2 under the conditions stipulated therein, insofar as the allowances provided for in the federal employability-mobility assistance program do not apply. Moreover, if an employee is relocated under the provisions of paragraphs a) and b) 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; such three (3)-day maximum shall not include the duration of the return trip;
  - a maximum of three (3) working days without loss of salary to cover the moving and settling into a new dwelling.

### 7-3.46

When the board intends to proceed with a hiring in order to fill a vacant full-time position, other than a temporarily vacant position, it shall submit a request to the Provincial Relocation Bureau serving its territory and specify the class of employment and the requirements of the position to be filled.

The board must inform the Provincial Relocation Bureau of the names of the employees it is placing in surplus, the names of the nontenured regular employees who have completed at least one year of active service and who are being laid off as well as the names of the employees who have requested a relocation in accordance with the provisions of paragraph C) of clause 7-3.44.

The transfer of the tenure, seniority and bank of nonredeemable sick-leave days of an employee relocated by virtue of paragraph f) of clause 7-3.45 shall be recognized by the board.

The transfer of the tenure and seniority of the employee relocated by virtue of paragraph C) of clause 7-3.44 shall be recognized by the board.

**7-3.47**

Notwithstanding the provisions of the staffing plan, during the fiscal year preceding an amalgamation (including the disappearance of one school board to the benefit of one or more other school boards), an annexation or a restructuring, the board may not proceed with a reduction in staff if this results in one or more layoffs or placements in surplus, as the case may be, of regular employees if the cause of the reduction arises from the amalgamation, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, the new board, annexing board or restructured board may proceed with a reduction in staff resulting in one or more layoffs or the abolition of one or more positions insofar as the reduction or abolition takes place within the context of the staffing plans.

**7-3.48**

After another school board assumes responsibility for instruction to children with handicaps, social maladjustments or learning disabilities or students of a grade level or option, within the scope of the application of the Education Act, the regular employee who would be affected by a reduction of staff as regards the major part of his or her work shall pass obligatorily to the employment of the other school board.

However, with the consent of the board that no longer offers the instruction, the regular employee may remain in the employ of the board provided that no layoff, placement in surplus of regular employees or of regular tenured employees occurs as a result of the agreement.

However, as of the anniversary on which the responsibility for such instruction was assumed, the board which assumed it may proceed with one or more layoffs or, as the case may be, with one or more placements in surplus within the framework of the staffing plan.

**7-3.49**

In the case of an amalgamation (including the disappearance of a school board to the benefit of one or more other school boards), annexation or restructuring, the board and the union may agree on particular rules for the redistribution of personnel and the movement of personnel resulting from such amalgamation, annexation or restructuring.

**Section VII Provincial Relocation Bureau****7-3.50**

The provincial negotiating union group and the union shall obtain upon request the following information from the Provincial Relocation Bureau: the list of support staff employees in surplus or laid off who are registered with the Provincial Relocation Bureau, the list of employees who requested a voluntary relocation by virtue of paragraph C) of clause 7-3.44 and the list of vacant positions of which it is informed by the school boards.

**7-4.00 PARTIAL DISABILITY****7-4.01**

The tenured employee who must be laid off as a result of his or her physical disability to meet the requirements of his or her position and who requests the board in writing shall be entitled to the following provisions:

- 1) The board, after consultation with the union and with the employee's consent, shall offer a vacant position, if any. The employee who obtains a position by virtue of this paragraph shall benefit from the provisions of clause 6-2.18 concerning involuntary demotion, where applicable.

- 2) With the consent of the board and after consultation with the union, the employee can exchange positions with another employee if the latter so agrees. The board and the union shall agree on the terms and conditions of the exchange. The employee shall then receive the salary provided for the position and, as long as he or she holds the position, he or she may not be displaced by another employee, notwithstanding article 7-3.00.
- 3) The employee must have the required qualifications and meet the other requirements determined by the board for that position.
- 4) The provisions of this clause apply regardless of clause 7-1.11.
- 5) The employee who obtains a position according to this clause shall benefit from an adaptation period of fifty (50) days actually worked at the end of which he or she shall keep the position subject to the following: if the board determines during this period that the employee is unable to perform his or her duties adequately, it shall notify him or her in writing and he or she shall then be entitled to the provisions of article 7-4.00 as if he or she had never occupied the position. A copy of the notice shall be sent to the union at the same time. In the case of arbitration, the burden of proof rests with the board.

#### **7-4.02**

The tenured employee who has not obtained a position by virtue of the preceding clause shall be laid off. He or she may be transferred, promoted or demoted within the framework of subparagraph h) of paragraph A) of clause 7-1.11 provided that he or she meets the requirements of the desired position, that the position is available and that he or she applies for the said position. He or she shall then receive the salary prescribed for his or her new position.

This clause applies for a twenty-four (24)-month period as of the layoff.

#### **7-4.03**

As of the date on which the tenured employee referred to in the preceding clause is unable to hold the position on a permanent basis, the position shall become vacant and shall be governed by clause 7-1.10 unless it was abolished since then within the framework of article 7-3.00.

#### **7-4.04**

The employee referred to in paragraph C) of clause 5-9.12 may be transferred, promoted or demoted within the framework of subparagraph h) of paragraph A) of clause 7-1.11 provided that he or she meets the requirements of the desired position, provided that the position is available and that he or she applies for the said position. He or she shall then receive the salary prescribed for his or her new position.

#### **7-4.05**

The board and the union may agree on another procedure for the assignment of a position to an employee suffering from a permanent partial disability or a physical disability.

### **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 or to avoid resorting to it. The quality of services, the quality of life at work, improved labour relations and the budgetary constraints must be taken into account in order to attain this objective.

**7-5.02**

If the board intends to contract out and the work is of an ongoing nature which may be carried out by employees covered by accreditation, it must inform the union beforehand through a Labour Relations Committee meeting indicating the reasons underlying its decision and the date on which the decision will be made but which cannot occur before sixty (60) days of the notice to the Labour Relations Committee. However, the board and union may agree on a different time limit.

The Labour Relations Committee shall study the reasons for the decision to contract out, particularly by reviewing 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 regular employees. The alternatives shall be submitted to the board prior to its decision.

The other time limits of the agreement that cannot be met due to this process cannot be invoked against the board.

**7-5.03**

The committee shall agree on the information required to carry out the work and on a work schedule.

**7-5.04**

Contracting out must not cause layoffs, placements in surplus, demotions or reductions in the number of working hours among the regular employees of the board.

Moreover, if the number of surplus employees in the relevant classes of employment (including surplus employees for whom such reassignment would constitute a transfer) would permit the abolition of a subcontract of an ongoing nature, the board shall undertake to terminate the said contract within the legal framework provided for therein, in order to reassign surplus employees as a replacement for the subcontractor. If the subcontract covers several buildings of the board (e.g. maintenance), the obligation to eliminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the board shall be valid insofar as the abolition of the subcontract allows the full-time reassignment on an annual or cyclical basis of one or several surplus employees.

It is understood that for the purpose of applying the preceding two paragraphs, the obligation to terminate a subcontract shall also apply when giving a subcontract insofar as all the other conditions prescribed in the said paragraphs are met.

**7-5.05**

Moreover, in the case where the number of tenured regular employees laid off under article 7-4.00 who have the necessary skills to work 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 employees as a replacement for the subcontractor. If the subcontract covers several buildings of the board (e.g. maintenance), the obligation to eliminate the subcontract shall be interpreted per building.

For the purpose of applying the preceding paragraph, the obligation made to the board shall be valid insofar as the abolition of the subcontract allows the full-time reassignment on an annual or cyclical basis of one or several of these employees.

It is understood that, for the purpose of applying the preceding paragraphs, the obligation to terminate a subcontract shall also apply when giving a subcontract insofar as all the other conditions prescribed in the said paragraphs are met.

This clause applies regardless of clause 7-1.11. The employee must have the required qualifications and meet the requirements determined by the board for the position concerned.

**7-5.06**

The employee referred to in clause 7-5.05 must produce a certificate from the attending physician stating that the employee may return to work. The medical certificate must not contain any restrictions with respect to the performance of the duties required by the position concerned.

**CHAPTER 8-0.00 WORKING CONDITIONS****8-1.00 SENIORITY****8-1.01**

The board recognizes for every employee in its employ on the date of the coming into force of the agreement the seniority it recognized on that date by the application of article 8-1.00 of the former collective agreement. The board shall evaluate the seniority acquired thereafter according to the provisions of clauses 8-1.02 to 8-1.11.

Where applicable, seniority referred to in paragraph C) of clause 7-3.44 and paragraph f) of clause 7-3.45 shall be added in its entirety for a support staff employee, notwithstanding clause 8-1.02. The same applies to employees other than support staff members except for the third subparagraph of clause 8-1.02 which shall apply for any period of employment in a class of employment excluded from the support staff.

**8-1.02**

Seniority corresponds to the period of employment of every regular employee in one of the classes of employment provided for in the Classification Plan for the technical and paratechnical, administrative and labour support staff employed by the board or boards (institutions) to which this 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 that mentioned above and who is integrated into a position belonging to one of the classes of employment in the support staff corresponds to his or her period of employment with the board.

However, the seniority may not be used to integrate an employee into one of the classes of employment provided for in the Classification Plan for the technical and paratechnical, administrative and labour support staff nor for the purposes of movement of personnel and security of employment.

**8-1.03**

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 a disability or an employment injury;
- d) in the other cases where the agreement specifically provides;
- e) when he or she is on a leave of absence without salary for union activities, on the condition that, if he or she applies for a vacant position during his or her absence and obtains it, he or she must return to work and the leave of absence without salary shall be cancelled, if it is for more than four (4) months;
- f) when he or she is temporarily laid off due to a cyclical slowdown of activities in his or her sector as provided for in article 7-2.00;
- g) during a maternity, paternity or adoption leave as well as any extension thereof and during a leave without salary provided for in clause 5-4.49.

**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, unless otherwise specifically provided in the agreement;



- b) when he or she is laid off for a period not exceeding 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 a duration in excess of that mentioned in paragraph b) of clause 8-1.04;
- 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**

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 the employees for each class of employment, indicating the employee's name, seniority calculated as of the date of the coming into force of the agreement and, where applicable, the seniority he or she can use for the purpose of movement of personnel and security of employment.

No later than August 31 of each year, the board shall update the seniority list. The latter shall be calculated on the preceding June 30 and a copy shall be forwarded to the union.

**8-1.07**

The board shall post the seniority list established under clause 8-1.06 in its buildings or shall forward a copy to each employee.

Moreover, the employee concerned shall be informed in writing of any change in his or her seniority as a result of the posting or forwarding of the seniority list. A copy of the change shall be forwarded to the union.

**8-1.08**

Any alleged error in the seniority list may be the subject of a grievance which may be submitted to arbitration in accordance with articles 9-1.00 and 9-2.00.

**8-1.09**

The posted seniority list shall become official forty-five (45) days after the union receives a copy thereof, subject to the changes resulting from a grievance submitted before the list becomes official. Any revision requested after the list becomes official cannot have any retroactive effect prior to the filing of the grievance on action taken by virtue of this list.

**8-1.10**

When an employee acquires regular employee status, the board shall inform him or her in writing of the seniority he or she has accumulated on that date and shall send a copy to the union at the same time.

Every period worked for the board or boards (institutions) to which this board is the successor before obtaining such status as an employee referred to in clause 1-2.20 or article 10-1.00 or 10-2.00 shall be recognized as seniority, retroactively to his or her first date of hiring, unless there was a work interruption for more than twenty-four (24) months, in which case the time worked before such an interruption is not counted.

The period worked shall be calculated in proportion to the regular hours of work.

**8-1.11**

The seniority of a regular employee in a part-time position shall be calculated in proportion to his or her regular hours of work and shall accumulate in accordance with this article.

The days worked as a temporary employee or as an employee referred to in article 10-1.00 or 10-2.00 shall also be recognized as seniority. He or she can thus accumulate up to a maximum of five (5) days of seniority in the same week.

**8-1.12**

A temporary employee shall accumulate seniority when he or she is working. His or her seniority shall be expressed in years, months, days and hours.

**8-2.00 WORKWEEK AND WORKING HOURS****8-2.01****a) Technical and Paratechnical Support Staff and Administrative Support Staff Other than Staff Working in the Day Care Services Sector**

The regular workweek shall consist of thirty-five (35) hours, from Monday to Friday, followed by two (2) consecutive days off. The duration of the regular workday shall be seven (7) hours.

**b) Staff Working in the Day Care Services Sector**

The regular workweek shall consist of thirty-five (35) hours, from Monday to Friday, followed by two (2) consecutive days off.

**c) Labour Support Staff**

The regular workweek is 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 is seven hours and forty-five minutes (7 h 45 min).

**8-2.02**

Notwithstanding clause 8-2.01, the regular workweek for certain classes of employment, such as stationary engineer or guard, may be divided differently according to the needs of the department, subject to clauses 8-2.06, 8-2.07 and 8-2.08. It is agreed that any schedule which includes work on Saturday or Sunday shall include two (2) consecutive days off.

**8-2.03**

If the former collective agreement prescribed a different number of weekly working hours, the board and the union may agree to maintain that number of hours or to adopt the number of hours provided for in clause 8-2.01 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 apply when the union submits a written request to the board.

**8-2.04**

Notwithstanding the provisions of clause 8-2.03 concerning the maintenance of the number of weekly working hours, the board may decide at any time to reduce an employee's regular workweek to forty (40) hours. Also, the board may not be required to assign to an employee work covered by Chapter 10-0.00 or work related to the rental and loan of rooms or halls or the verification of furnaces if this has the effect of causing an employee to work a number of weekly hours greater than the regular workweek prescribed in the Act respecting labour standards or ensuing regulations.

**8-2.05**

The employee shall be entitled to a fifteen (15)-minute rest period with salary per half-day of work which is to be taken towards the middle of the period.

**8-2.06**

The board shall maintain the work schedule in effect on the date of the coming into force of the agreement as established in conformity with the provisions of the formerly applicable agreement.

The board and the union may agree on a flexible schedule for employees in an office, department, school or centre while respecting, on average, the number of hours provided for in clause 8-2.01 or 8-2.03.

**8-2.07**

The work schedules may be adjusted upon a ten (10)-working day notice if the adjustment is within a sixty (60)-minute span before or after the regular workday. A copy of the notice shall be forwarded to the union. The adjustment must also meet the following conditions:

- an employee's schedule cannot be adjusted more than twice a year;
- an employee must be consulted before the schedule is adjusted and must be informed of the reasons for the decision;
- if only one employee within a work team in the same class of employment must be affected by the adjustment, the employee on that team with the least seniority is required to accept it.

**8-2.08**

The work schedules may be altered after written agreement between the union and the board. However, the board may alter the existing schedules if administrative or pedagogical needs make the changes necessary. In this case, the board shall give the union and the employee concerned a written notice of at least thirty (30) days before implementing the new schedules. Either the employee concerned or the union may, within thirty (30) working days of the sending of the notice, resort to the procedure for settling grievances and arbitration.

When the roll is prepared, such a grievance shall be given hearing priority.

At the time of arbitration, the burden of proof lies with the board. The tribunal's mandate shall be to decide whether the changes were necessary; if they were not, the board must return to the former schedules and must pay the employees the overtime rate prescribed in article 8-3.00 for all the hours worked outside their regular schedule.

Unless there is a written agreement to the contrary between the board and the union, no change may have the effect of imposing split shifts on employees.

Should the change in the work schedule cause an employee who is working the day shift to transfer to the evening shift, the board shall assign the evening shift to the employee with the least seniority in the same class of employment or, where applicable, in the same sector of activities in the same office, department, school or centre, unless there is a written agreement between the board and the union. The employee must meet the specific requirements of the position.

**8-2.09**

If the former collective agreement or a board regulation or resolution in effect in 1978-1979 provided for a regular workweek in which employees had fewer working hours during the summer, this provision shall be maintained under the same conditions for the term of the agreement.

**8-2.10**

The board and the union may agree to transfer the entire work schedule of certain school employees working in the evening or at night to the day schedule when the students have no classes except during pedagogical days. When such a change in the work schedule existed in 1978-1979 by written agreement or if it existed for the entire 1978-1979 fiscal year, it shall be maintained for the term of the agreement.

**8-2.11**

The work schedule of an employee who occupies a part-time position cannot be reduced for the sole reason that a pedagogical day is scheduled within his or her regular workweek.

For the employee who occupies a part-time position in which the work schedule is based on the students' timetable, his or her work schedule must also include the pedagogical days in the same proportion.

**8-2.12**

The distribution of the workdays of an employee in a specific position may be established on an annual basis.

In addition, the work schedule of an employee in a specific position or working in the day care services sector may be established on an annual basis.

**8-2.13**

In the special education sector, the board may during the year add hours to an employee's regular schedule. The hours shall be added to the schedule on a temporary basis and shall not modify an employee's status. In the case where additional hours are scheduled for more than twenty (20) weeks, the board shall inform the union.

In the day care services sector, the board may, during the year, add hours to an employee's regular schedule under clause 7-1.21.

**8-2.14**

When the board must reduce the number of hours prescribed in the schedule of an employee working in the day care services sector due to a significant decrease in the number of students in the day care services sector during the year, it shall proceed according to the inverse order of seniority. For the spring break, the reduction in hours may mean that the services of the employee are not required.

**8-2.15**

For employees working in the day care services sector, only the following provisions apply: clauses 8-2.01, 8-2.02, 8-2.04, 8-2.05, 8-2.12, 8-2.13 and 8-2.14.

**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.

**8-3.02**

Overtime shall be assigned to the employee who started the work. If the work is not started during 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, department, school, centre or territorial division.

**8-3.04**

The board shall provide the forms for claiming compensation for overtime to be duly signed by the employee and approved by the board.

**8-3.05**

For the overtime carried out, the employee shall be entitled to a leave without loss of salary, the duration of which shall be determined as follows:

- a) for every hour of work carried out in addition to the number of hours of his or her regular workday or outside the hours prescribed in his or her schedule or during a weekly day off: one hour and a half (1 1/2) of leave;
- b) for every hour of work carried out during a paid legal holiday provided for in the agreement: one hour and a half (1 1/2) of leave, in addition to his or her salary for the paid legal holiday;
- c) for every hour of work carried out on a Sunday or during the second weekly day off: two (2) hours of leave.

**8-3.06**

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.

**8-3.07**

When an employee is recalled from his or her domicile to perform emergency work, he or she shall be entitled to a minimum leave of four (4) hours or to a leave determined under clause 8-3.05 according to the more advantageous calculation.

**8-3.08**

Within thirty (30) days of the date on which the overtime was carried out, the employee and the immediate superior shall agree on when the leave granted under clause 8-3.05 or 8-3.07 may be taken. Failing an agreement, the employee shall be remunerated according to clause 8-3.09.

**8-3.09**

Notwithstanding the preceding clauses, the board and the employee may agree that the overtime be paid. In this case, overtime shall be paid at the following rates:

- a) at his or her 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 his or her 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 salary paid for the 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.

Overtime shall be paid by the board within a maximum period of one month after the claim has been duly signed and submitted by the employee and approved by the board.

**8-3.10**

The pertinent provisions of this article apply to an employee working in the day care services sector who carries out more than thirty-five (35) hours per week<sup>1</sup>, who is required to work after the closing of the day care service at the end of the day or during a paid legal holiday. Moreover, an employee shall benefit from subparagraph c) of clause 8-3.09 for the hours worked on a Sunday or during the second weekly day off in the case of an employee referred to in clause 8-2.02.

**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 unless the employee objects. If an employee objects, the union shall be advised only of the nature of the disciplinary measure.

**8-4.02**

In the case where the board decides to summon an employee regarding a disciplinary measure other than a suspension or dismissal, the employee must receive a written advance notice of two (2) working days specifying the time and place where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of the notice shall be forwarded to the union at the same time.

**8-4.03**

Subject to the provisions of clause 8-4.04, the board which intends to suspend with or without salary or to dismiss an employee shall proceed in the following manner:

- 1) The board shall summon an employee by means of a written notice of at least two (2) working days specifying the time and place where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of the notice shall be forwarded to the union at the same time.
- 2) During the meeting, the board shall inform the employee and the union of the reasons for the measure it intends to impose.
- 3) Following the meeting, the board shall inform the employee and the union of its final decision by means of a written notice within the time limit mentioned in clause 8-4.06.

**8-4.04**

When circumstances prevent the meeting prescribed in clause 8-4.03 from taking place, the board may suspend without notice an employee with or without salary. In this case, the board shall proceed as follows:

- 1) It shall inform the employee and the union of the suspension either verbally or in writing.
- 2) Within two (2) working days of the suspension, the board shall summon the employee by means of a written prior notice of at least forty-eight (48) hours specifying the time, the place and the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of the notice shall be forwarded to the union at the same time.
- 3) During the meeting, the board shall inform the employee and the union of the reasons for the measure it intends to impose.
- 4) Following the meeting, the board shall inform the employee and the union within the time limit mentioned in clause 8-4.06 of its decision to maintain the provisional suspension temporarily or of its final decision.

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<sup>1</sup> However, any hour that an employee works in addition to the thirty-five (35) hours as a result of the application of clause 8-2.03 or any agreement in lieu thereof cannot be considered as overtime.

**8-4.05**

The fact that the union or the employee does not attend the duly summoned meeting shall not prevent the board from instituting procedures or imposing a disciplinary measure.

**8-4.06**

Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such measure or after the board's cognizance of the incident shall be null, void and illegal for the purpose of the agreement.

However, the thirty (30)-day limit does not apply to changes to a provisional suspension.

**8-4.07**

The employee subject to a disciplinary measure may submit his or her case to the procedure for settling grievances and arbitration.

**8-4.08**

In the event of arbitration, the board must establish that the disciplinary measure was imposed for a just and sufficient cause. No admission signed by an employee can be brought against him or her before an arbitration tribunal, unless it is an admission signed before a duly authorized union representative.

**8-4.09**

The board may invoke a past infraction entered in the file which resulted in a disciplinary measure only within twelve (12) months of the infraction.

However, if more than one infraction of the same nature was committed within these twelve (12) months, each of the infractions including the first one mentioned in the preceding paragraph may be invoked only within the twenty-four (24) months minus one day of each of them.

Any disciplinary measure that is void shall be withdrawn from the employee's file.

**8-4.10**

No disciplinary measure rescinded by the board or declared unjustified by an arbitration tribunal may be invoked against an employee.

**8-4.11**

Any employee may, after making an appointment, consult his or her official file twice a year, accompanied if he or she so desires by his or her union representative.

**8-4.12**

A suspension shall not interrupt an employee's seniority. During this absence, the employee shall continue to contribute to the various contributory plans provided for in the agreement.

**8-4.13**

If a dismissal is contested by means of the procedure for settling grievances, 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 for as long as the grievance has not been settled. The employee shall also continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his 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.

**8-4.14**

The parties shall agree to grant priority to dismissal cases when preparing the arbitration roll.

**8-5.00 HEALTH AND SAFETY****8-5.01**

The board shall undertake to take the necessary measures to eliminate at the source dangers to the health, safety and physical well-being of its employees.

**8-5.02**

The board shall undertake to maintain conditions of health and safety in accordance with government laws and regulations in effect.

**8-5.03**

The board and the union must, through the Health and Safety Committee, work together to maintain adequate conditions of health and safety. However, the board and the union may agree to entrust this function to the Labour Relations Committee.

The board and the union may decide to set up a Health and Safety Committee composed of representatives from a number of accreditations.

**8-5.04**

Following a work accident with or without loss of working time, the board shall forward the accident report to the union as soon as possible.

**8-5.05**

The board shall forward to the union group any information that could be useful to the Health and Safety Committee.

**8-5.06**

The board must ensure that hazardous materials are labelled according to law.

**8-5.07**

A union representative may be absent from work without loss of salary or reimbursement, after having notified his or her immediate superior, to accompany an inspector of the Commission de la santé et de la sécurité du travail (CSST) during inspection visits.

**8-5.08**

When, within the framework of the act respecting the exercise of the right of refusal by an employee to carry out work, a union representative is required to be absent from work, the latter shall be released by the board for the time necessary without loss of salary or reimbursement.

**8-5.09**

The union may designate an employee to act on occasion as union representative to oversee the application of clause 9-1.01 for a problem concerning an employee's working conditions with respect to health and safety which could give rise to a grievance.

The release of such union representative must not have the effect of increasing the maximum number of union representatives who could benefit at the same time from a release under the last paragraph of clause 3-1.02.



**8-5.10**

The board must ensure, insofar as provided by law and the applicable regulations, that the employees who use a cathode-ray screen may carry out their work without endangering their health, safety or physical well-being.

**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 be replaced only upon the return of the old uniform or garment, barring uncontrollable circumstances. 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 which are used exclusively on the premises and for working purposes.

**8-6.04**

In the case where the former collective agreement so provided, the board shall continue to supply the apparel and uniforms according to the conditions specified therein.

**8-7.00 TECHNOLOGICAL CHANGES****8-7.01**

The parties agree that the expression "technological changes" signifies the introduction of new equipment, including machinery, or their modification which is used to produce goods or services and which either modifies the duties entrusted to one or several employees or causes the abolition of one or more positions.

**8-7.02**

The board shall inform the union in writing of its decision to introduce a technological change at least ninety (90) days before the date foreseen for the implementation of such a change.

**8-7.03**

Such written notice shall contain the following information:

- the nature of the technological change;
- the school, centre or department concerned;
- the date foreseen for the implementation or, where applicable, the implementation schedule;
- the positions affected by such a change and the employees concerned.

**8-7.04**

Within thirty (30) days after the union receives the notice, the board must meet and consult with the union concerning the effects of the technological changes foreseen on the organization of work and the measures the board intends to adopt in order to implement such changes including the professional improvement measures deemed necessary by the board.

**8-7.05**

The employee whose duties are changed as a result of a technological change shall receive the appropriate training or professional improvement deemed necessary by the board.

The costs of the training or professional improvement shall be borne in their entirety by the board and must not be deducted from the amounts prescribed in article 5-7.00.

**8-7.06**

If, within the framework of article 7-3.00, an employee must displace an employee in his or her class of employment who occupies a position affected by a technological change or a change in software, the following terms and conditions shall apply, provided that such a change occurred within the two (2) years preceding the date of abolition of the positions provided for in the staffing plan in question:

- 1) When a specific requirement to fill the position is related exclusively to the technological change or change in software, such an employee cannot be prevented from obtaining the position for the sole reason that he or she cannot meet the specific requirement.
- 2) The employee shall take part in the professional improvement activities required by the professional improvement policy established in conformity with article 5-7.00 for such cases. The costs of the professional improvement activities shall be covered by the amounts prescribed in article 5-7.00.

**8-7.07**

The provisions of the agreement must not be limited by the application of these provisions, particularly clauses 7-3.07, 7-3.08, 7-3.24 and 7-3.25 concerning the staffing plans.

**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.

**8-8.03**

Professional development costs shall be assumed by the board and are not included in the amount prescribed in article 5-7.00, unless the Parity 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 or any other representative of the board to whom the employee is referred by the latter in order to attempt to solve it, accompanied if he or she wishes, by his or her union representative. However, the fact that this procedure has not been followed shall not cause the employee to lose any rights.

**9-1.02**

It is the express intent of the parties to settle, within the shortest possible time, any grievance regarding the application and interpretation of the agreement.

**9-1.03**

In all cases of grievance, the board and the union agree to comply with the following procedure:

**a) Step One**

The employee shall submit the grievance, in writing, to the authority designated by the board or to the board, if there has been no such designation, within thirty (30) working days of the date of the occurrence of the event that gave rise to the grievance or of the board's knowledge thereof. For the employee on probation, the time limit in which to submit a grievance shall be ten (10) working days from the date on which he or she becomes a regular employee if that date is later.

At the written request of the board or the union, the representatives of both the union and the board must meet to study and try to settle the grievance within ten (10) working days of its receipt.

However, the fact that this procedure has not been followed shall cause neither the employee nor the union to lose any rights.

In order to participate in such a meeting, a maximum of three (3) union representatives may be released without loss of salary.

The board shall state its position concerning the grievance in writing to the union within twenty (20) working days following the receipt of the grievance and shall forward a copy to the employee.

**b) Step Two**

In the case of an unsatisfactory reply from the board, the grievance may be submitted to arbitration within a maximum time limit of fifty (50) working days of its filing. If the board fails to reply, the grievance may be submitted to arbitration within the same time limit.

Notwithstanding the preceding paragraph, the notice of arbitration may be sent at the same time as the notice of grievance.

**9-1.04**

The union may present and submit a grievance on behalf of an employee, a group of employees or all employees. In this case, the union must comply with the procedure provided for in clause 9-1.03.

**9-1.05**

The time limits referred to in this article are compulsory. However, the board and the union may agree in writing to extend these time limits.

Failure to comply with the time limits provided for in this article shall render the grievance null, void and illegal for the purpose of the agreement.

However, the rejection of a grievance may not 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. A rewording of the statement of the grievance shall be admissible if it is forwarded to the board at least five (5) working days prior to the hearing date.

No grievance shall be rejected because of faulty drafting. The grievance may be modified provided that the change does not alter the nature of the grievance. If such a change is submitted within five (5) working days preceding the hearing date, the board shall obtain, upon request, a postponement.

9-1.07

An employee must in no way be penalized, harassed or disturbed because of his or her involvement in a grievance.

9-1.08

The employee who terminates his or her employment with the board shall maintain a right to grievance for the amounts that might be owing under the terms of the agreement.

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. Such a notice must contain a copy of the grievance and it must be sent by registered mail, by courier service or fax. A copy of the notice must be sent to the board at the same time.

Address of the provincial records office: Greffe des tribunaux d'arbitrage  
Secteur de l'éducation  
575, rue St-Amable  
Édifice Lomer-Gouin - Bureau 2.02  
Québec (Québec) G1R 5Y8

9-2.02

Any grievance submitted to arbitration shall be decided upon by a single arbitrator chosen from among the following:

Jean-Guy Ménard, chief arbitrator

- |                     |                     |
|---------------------|---------------------|
| - Choquette, Robert | - Lavery, Daniel    |
| - Doré, Jacques     | - L'Heureux, Joëlle |
| - Faucher, Nathalie | - Rondeau, Claude   |
| - Flynn, Maureen    | - Tremblay, Denis   |
| - Lamy, Francine    |                     |

The provincial negotiating parties may appoint any other person to act as a single arbitrator.

9-2.03

If there is an agreement at the time of the preparation of the arbitration roll, each provincial negotiating party shall designate an assessor to assist the arbitrator and to represent it 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 judge of the Superior Court, to perform his or her duties in conformity with the law and the provisions of the agreement.

Upon his or her appointment, each arbitrator shall take an oath or shall pledge on his or her honour, before the chief arbitrator, for the term of the agreement, to render decisions in conformity with the law and with the provisions of the agreement.

**9-2.05**

After recording the notice of arbitration mentioned in clause 9-2.01, the records office shall acknowledge receipt, without delay, to the union and to 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 parties.

**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 while taking into account the priorities prescribed in the agreement;
- b) appoint an arbitrator from the list mentioned in clause 9-2.02;
- c) set the time, date and place of the first arbitration session, taking into account the location from where the grievance is filed.

The records office shall notify the arbitrator, the assessors, if any, the parties concerned and the provincial negotiating parties. In addition, the records office shall forward to the arbitrator, for information purposes, a copy of each grievance, regardless of any objection raised regarding the jurisdiction of the latter.

**9-2.07**

At the request of the provincial negotiating parties or of the board and the union, the arbitrator shall convene a preparatory meeting during which the parties shall discuss, prior to the first arbitration session, the following:

- the preliminary objections;
- the possible admissions;
- the issues raised by the grievance;
- the number of witnesses who will be heard and the estimated time of their testimony;
- the number of expert witnesses, the area of expertise and the approximate duration of their testimony;
- the time required for the presentation of evidence;
- any other issue raised by the arbitrator.

The preparatory meeting may be held by telephone.

The arbitrator shall inform the records office of the preparatory meeting.

**9-2.08**

For the purpose of applying clause 9-2.03, the board and the union shall convey to the records office the name of an assessor of their choice for each arbitration on the monthly arbitration roll within fifteen (15) days of entering the grievance on the arbitration roll.

**9-2.09**

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 and the provincial negotiating parties. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if any.

**9-2.10**

In the case of the application of clause 9-2.03, if an assessor is not designated according to the original appointment procedure or if an assessor's vacancy is not filled before the date set for the hearing, the arbitrator may proceed or continue in his or her absence.

**9-2.11**

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she deems appropriate.

**9-2.12**

The board and the union may agree to submit their evidence and present their arguments in writing.

**9-2.13**

At any time before the end of the hearings, each of the provincial negotiating parties may intervene and make any representation to the arbitrator that it deems appropriate or relevant.

**9-2.14**

The arbitration sessions shall be public. The arbitrator may, however, order the sessions to be held in camera.

**9-2.15**

The arbitrator may deliberate in the absence of an assessor provided he or she has given the assessor an advance notice of ten (10) days.

**9-2.16**

The arbitrator must render his or her decision within 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.

Failure to render the decision within the time allotted may, at the request of either provincial negotiating party, be reason to remove the name of the arbitrator from the list of arbitrators compiled in accordance with clause 9-2.02, unless there is a written agreement between the provincial negotiating parties to extend the time limit.

**9-2.17**

- a) The decision shall be justified and rendered in writing. It shall be signed by the arbitrator.

Any assessor who disagrees with the decision or a part of it may submit notes attached to the decision.

- b) The arbitrator shall file the original copy of the decision with the records office and shall forward a copy to the two (2) assessors, if any.

- c) The records office, under the responsibility of the arbitrator concerned, shall forward a copy of the said decision to the parties concerned and to the provincial negotiating parties and shall file two (2) certified copies with the records office of the labour commissioner-general's office.

**9-2.18**

At any time before his or her final decision, an arbitrator may render any provisional or interlocutory decision which he or she deems fair and useful.

The arbitration decision shall be final, executory and shall bind the parties.

**9-2.19**

An arbitrator may not, by his or her decision on the adjudication of a grievance, subtract from, add to or modify the clauses of the agreement.

**9-2.20**

The arbitrator who is 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, change or annul it. Any compensation must take into account the amounts earned by the said employee during the period for which he or she should not have been suspended or dismissed.

**9-2.21**

The chief arbitrator shall choose the chief records clerk.

**9-2.22**

- A)** The fees and the expenses of the arbitrators and the chief arbitrator when he or she acts as an arbitrator shall be assumed by the losing party.

If the grievance is partially upheld, the arbitrator shall determine how the fees and expenses will be shared.

The fees and expenses of any third party called upon to settle a dispute shall be assumed equally by the parties.

In the case of grievances dealing with dismissal, the fees and expenses of the arbitrators and of the chief arbitrator, when he or she acts as an arbitrator, shall be assumed by the Ministère.

**B) Records Office Expenses**

The expenses of the records office and the salaries of the records office personnel shall be borne by the Ministère.

The arbitration hearings and deliberations shall be held in rooms supplied free of rental charge.

**C) Postponement or Withdrawal Fees**

Except in the case of dismissal, an arbitrator's fees and expenses ensuing from a postponement or withdrawal shall be assumed by the party requesting the postponement or withdrawal.

**9-2.23**

If one party requires the services of an official stenographer, the fees and expenses shall be borne by the party who requested the services. A copy of the transcript of the official stenographic notes shall be forwarded by the stenographer to the party requesting them at the latter's expense.

**9-2.24**

The arbitrator shall convey or otherwise serve any order, document or procedure issued by him or her or by the parties involved.

**9-2.25**

When an amount of money is allocated to an employee by the decision, the payment of interest at the rate provided for in the Labour Code may be ordered as of the date on which this amount is due.

If it is decided that a grievance is well-founded and if the parties do not agree on the amount to be paid, a simple notice addressed to the same arbitrator shall submit the disagreement to him or her for final decision. A copy of this notice shall be forwarded to the assessors, if any.

**9-2.26**

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

The salary of the employee concerned within the meaning of section 100.5 of the Labour Code shall be maintained, without reimbursement, for the time during which he or she is present at the hearing, where applicable. In this case, the board shall receive, prior to the hearing, a copy of the notice mentioned in section 100.5.

**9-2.27**

A grievance dealing with subjects identified in a number of articles in this chapter shall be submitted to the normal arbitration procedure prescribed in this article, unless the parties agree otherwise.

**9-3.00 ACCELERATED ARBITRATION PROCEDURE****9-3.01**

The following subjects shall be submitted to the accelerated arbitration procedure, in which case the provisions of this article apply:

- exceeding the hiring period prescribed in clause 1-2.20 for a temporary employee;
- classification (clauses 6-1.01 and 6-1.07);
- Chapter 10-0.00 (except for disciplinary measures);
- union prerogatives;
- vacation (other than selection);
- training and professional development;
- leaves prescribed in articles 5-10.00 and 5-11.00 (leaves without salary and self-financed leaves);
- determination and advancement in step;
- travel expenses;
- loan and rental of rooms;
- other subjects determined by the board and the union for which a written notice signed jointly by the authorized representatives was forwarded to the records office.

**9-3.02**

The grievance shall be heard by a single arbitrator whose name appears on the list in clause 9-2.02 and shall be given priority in the preparation of the arbitration roll.

**9-3.03**

The hearing of a grievance according to this procedure cannot exceed one day. No document may be remitted to the arbitrator by the parties after the day of the hearing unless there is an agreement between the parties at the time of the hearing. The arbitrator must ensure that the two (2) parties have a reasonable amount of time in which to make their representations concerning the grievance. Any jurisprudence must be deposited within five (5) working days of the hearing date.



**9-3.04**

The arbitrator shall render his or her decision in writing within fifteen (15) days of the hearing. The maximum ten (10)-page decision shall consist of the following elements:

- a summary of the facts;
- the matters in dispute;
- the reasons and conclusions.

**9-3.05**

Any preliminary objection must be the subject of an immediate decision or be taken under reserve. Such an objection must not have the effect of delaying the hearing.

**9-3.06**

The other provisions of this chapter apply to the accelerated arbitration procedure unless they are incompatible with those of this article.

**9-4.00      ARBITRATION WITHOUT ATTORNEYS****9-4.01**

The following subjects shall be submitted to arbitration without attorneys, in which case the provisions of this article apply:

- clothing and uniforms;
- choice of vacation;
- overtime;
- special leaves;
- paid legal holidays;
- schedule changes.

**9-4.02**

The grievance shall be heard by a single arbitrator chosen from among the list of arbitrators determined by the provincial negotiating parties to act in this capacity under this article and whose name appears in clause 9-2.02.

The parties shall not be represented by attorneys. Only a person from the board and one from the union may act in this capacity.

**9-4.03**

The arbitrator shall process without delay the grievance according to the procedure and evidence he or she deems appropriate. He or she shall conduct the inquiry and shall allow each party to present its arguments verbally.

The parties may be accompanied by witnesses announced in advance to the other party but who are interrogated by the arbitrator on what he or she deems pertinent to his or her inquiry.

**9-4.04**

The arbitrator shall render a summary decision in writing within fifteen (15) days of the hearing. The decision shall constitute a specific case.

**9-4.05**

The other provisions of this chapter apply to arbitration without attorneys unless they are incompatible with those of this article.

**9-5.00      MEDIATION-ARBITRATION PROCEDURE****9-5.01**

Notwithstanding the provisions of this chapter, the board and the union may agree to refer a grievance to the mediation-arbitration procedure by giving notice to the records office to this effect, in which case the following provisions apply.

**9-5.02**

The mediator-arbitrator shall be chosen from the list determined by the provincial negotiating parties to act in this capacity under this article and whose name appears in clause 9-2.02.

However, at the request of the parties, the chief arbitrator may designate a mediator-arbitrator.

**9-5.03**

The mediator-arbitrator shall attempt to help the parties reach a settlement. To this end, he or she shall exercise the power of conciliation and inquiry. If a settlement is reached at this stage, it shall be drafted and the mediator-arbitrator shall take note thereof. The settlement shall bind the parties.

In the event that a number of grievances included in the mediation-arbitration procedure are unresolved, the remaining grievances shall be dealt with according to the arbitration procedure agreed by the parties prior to mediation.

**9-6.00      DISAGREEMENT****9-6.01**

Any disagreement defined in clause 1-2.11 which may arise during the term of the agreement shall be referred to the Labour Relations Committee.

**CHAPTER 10-0.00 SPECIAL PROVISIONS CONCERNING CERTAIN EMPLOYEES****10-1.00 EMPLOYEES WORKING WITHIN THE FRAMEWORK OF ADULT EDUCATION OR VOCATIONAL EDUCATION COURSES****10-1.01**

Only the provisions of article 10-1.00 apply within the framework of adult education or vocational education courses under the jurisdiction of the board:

- a) to a regular employee working in addition to or outside the hours prescribed in his or her schedule;
- b) to an employee who, although not a regular employee of the board, is hired by the board to work exclusively therein.

This article does not apply to an employee of the board who performs duties related to the normal operation of an adult education or vocational education centre or annex.

This article does not apply to an employee of the board working in the adult education or vocational education department and who is required by the latter to carry out, in addition to or outside the hours prescribed in his or her schedule, work begun during his or her regular work period.

Moreover, the employee who has regular employee status on the date of the coming into force of the agreement shall retain his or her status and the rights attached thereto.

In the case of a vocational education centre or annex, the employee of the board who performs duties related to a course in a program leading to a Secondary School Vocational Diploma (SSVD) funded by the Ministère shall be considered as performing duties related to the normal operation of the centre or annex.

Notwithstanding the preceding paragraph, the employee of the board who is hired, as a result of a temporary increase in the number of enrolments in a course for a period not exceeding twenty-four (24) months and the employee who is hired to perform duties related to a course offered temporarily shall not be considered as performing duties related to the normal operation of the centre or annex.

**10-1.02**

When the board organizes course sessions within the framework of adult education or vocational education courses, it shall proceed, before each session, with a posting of at least five (5) working days. Such a posting shall indicate the duration of the session, the place of work, the class of employment and, for information purposes, the schedule and the number of hours of each position required.

The regular employee who applies accepts to work for the entire course session unless he or she is prevented from doing so for a valid reason and for short periods. The employee who refuses to fulfill such an obligation shall lose his or her rights for the current session.

**10-1.03**

In the case of the classes of employment of laboratory attendant, storekeeper and laboratory technician, the board shall first offer the work to the regular employees in the establishment concerned; this offer shall be made to each employee in these classes of employment who applied. The application of this clause cannot result in the granting of overtime.

**Hiring Sequence****10-1.04**

- a) Subject to clause 10-1.03, the board shall recall to work the employees referred to in subparagraph b) of clause 10-1.01 who worked during the preceding session. The recall shall be carried out by building, class of employment and according to the duration of employment.

- b) Failing this, the board shall call upon the regular employees who worked during the preceding session; the application of this paragraph cannot result in the granting of overtime.
- c) Failing this, the board shall call upon a person from the outside who applied. The latter shall then be governed by this article.

### Terms and Conditions

- d) The employee referred to in the preceding paragraph a) or c) shall retain his or her right to recall for a period of eighteen (18) months following his or her layoff.

Moreover, for the purpose of calculating the duration of employment provided for in paragraph a), it shall not be computed prior to July 1, 1986.

- e) The board shall inform the union of the names of the candidates selected within ten (10) working days of being selected.

### 10-1.05

In addition to the provisions of this article, the employees referred to in subparagraph b) of clause 10-1.01 shall benefit from the following:

Article 1-1.00	Objective of the Agreement
Article 1-2.00	Definitions (provisions relevant to status)
Article 2-1.00	Field of Application (provisions relevant to status)
Article 2-2.00	Recognition
Article 3-1.00	Union Representation
Article 3-2.00	Parity Committee Meetings
Clause 3-3.05	Releases for Local Union Activities
Clause 3-3.06	Releases for External Union Activities
Clause 3-3.07	Terms and Conditions for Reimbursement
Article 3-4.00	Posting
Article 3-5.00	Union Meetings and Use of Board Premises for Union Purposes
Article 3-6.00	Union Dues
Article 3-7.00	Union System
Article 3-8.00	Documentation
Article 4-1.00	Labour Relations Committee
Article 4-2.00	Governing Boards
Article 4-3.00	Advisory Committee on Services for Handicapped Students and Students with Social Maladjustments or Learning Disabilities
Article 5-4.00	Parental Rights (according to the terms and conditions prescribed in clause 10-1.07)
Article 5-5.00	Participation in Public Affairs (except for clauses 5-5.05 and 5-5.06)
Article 5-8.00	Civil Responsibility
Clause 5-9.18	Employment Injuries
Article 5-10.00	Leaves of Absence Without Salary (except for clause 5-10.09)
Article 6-3.00	Salary Scales and Rates
Article 6-4.00	Overtime or Overscale Employees
Article 6-5.00	Travel Expenses
Article 6-7.00	Loan and Rental of Rooms
Article 6-8.00	Payment of Salary
Article 7-1.00	Movement of Personnel (rights as a candidate for a regular position)
Clause 8-2.05	Rest Period
Article 8-4.00	Disciplinary Measures
Article 8-5.00	Health and Safety
Article 8-6.00	Clothing and Uniforms
Article 8-7.00	Technological Changes (except for clause 8-7.07)
Article 8-8.00	Software Changes
Article 9-1.00	Procedure for Settling Grievances
Article 9-2.00	Arbitration
Article 9-3.00	Accelerated Arbitration Procedure
Article 9-4.00	Arbitration Without Attorneys
Article 9-5.00	Mediation-Arbitration Procedure
Article 9-6.00	Disagreement

Article 11-1.00	Contributions to a Savings Institution or Credit Union, the Fondation (Development Fund of the CSN for Cooperation and Employment) and the Bâtirente
Article 11-2.00	Local Adaptation
Article 11-3.00	Interpretation of Texts
Article 11-4.00	Coming into Force of the Agreement
Article 11-5.00	Respect for Human Rights and Freedoms
Article 11-6.00	Appendices
Article 11-7.00	Printing of the Agreement
Article 11-8.00	Sexual Harassment
Article 11-9.00	Psychological Harassment
Appendix 1	Hourly Salary Scales and Rates
Appendix 7	Classification of Certain Employees
Appendix 8	Grievances and Arbitration Before the Date of the Coming into Force of the Agreement
Appendix 11	Special Working Conditions for the English Montreal School Board (EMSB) (provisions relevant to status)
Appendix 13	Revision of the Classification Plan
Appendix 14	Parental Rights
Appendix 15	Letter of Agreement Concerning Family Responsibilities
Appendix 17	Transitional Provisions
Appendix 22	Letter of Intent Concerning the Government and Public Employees Retirement Plan
Appendix 23	Amendments to the Letter of Intent Concerning the Government and Public Employees Retirement Plan (RREGOP) signed on July 9, 2010

Notwithstanding the foregoing, article 8-4.00 applies to an employee after a period of sixty (60) days actually worked in the adult education or vocational education sector.

## Remuneration

### 10-1.06

- 1) An employee shall be remunerated for each hour worked at the hourly rate corresponding to the step which is closest to the average rate of the salary scale corresponding to the class of employment attributed to him or her. If the salary scale provides a single salary rate, the employee shall be remunerated at that rate.

The salary rate applicable to an employee shall be increased by eleven percent (11%) in lieu of all fringe benefits prescribed in articles 5-1.00, 5-2.00 and 5-3.00.

With respect to vacation, employees shall also be entitled to an amount equal to eight percent (8%) of their salary, paid at each pay period.

If the employee already benefits from article 5-6.00 of the agreement, the rate of eleven percent (11%) shall be increased to fifteen percent (15%).

- 2) The regular employee who is called to carry out, within the framework of adult education or vocational education courses, work corresponding to his or her class of employment shall receive, for each hour worked, his or her basic hourly rate, the said rate increased by fifteen percent (15%) in lieu of all fringe benefits and, in particular, vacation benefits if the rate is more than that provided for in the preceding paragraph 1).
- 3) Notwithstanding the provisions contained in the preceding paragraphs, if an employee receives a remuneration which is higher than that provided for above under an agreement concluded between the union and the board, his or her remuneration shall be that paid on the date of the coming into force of the agreement as long as this remuneration remains higher.

## Parental Rights

### 10-1.07

- a) The employee referred to in subparagraph b) of clause 10-1.01, hired for a period of over six (6) consecutive months, shall benefit from article 5-4.00 in the manner provided for in the following paragraphs.
- b) The duration of the maternity leave of an employee eligible for benefits under the Québec Parental Insurance Plan is twenty-one (21) weeks. However, in order to be entitled to the benefits prescribed under clause 5-4.12, the employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave.

The duration of the maternity leave of an employee eligible for benefits under the Employment Insurance Plan is twenty (20) weeks. However, in order to be entitled to the benefits prescribed under clause 5-4.13, the employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave.

The duration of the maternity leave of an employee ineligible for benefits under either one of the plans is twenty (20) weeks. However, in order to be entitled to the benefits prescribed under clause 5-4.14, the employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave.

- c) An employee shall not be entitled to a leave of absence without salary or a part-time leave of absence without salary to extend a maternity leave, a paternity leave or an adoption leave with the exception of the leave of absence provided for in subparagraph b) of clause 5-4.44.
- d) The special leaves provided for in clause 5-4.21 shall be without salary subject to the exception made for the four (4) days with salary referred to in subparagraph c) of clause 5-4.21.
- e) The weekly salary of the employee concerned shall be the average weekly salary of the last five (5) months worked.

### 10-1.08

#### Duration of Employment

This definition of duration of employment has no retroactive effect and applies as of July 1, 2006. Similarly, the duration of employment acquired on June 30, 2006 by employees remains.

The duration of employment is the number of hours worked by an employee since he or she was first hired as an employee working within the framework of adult education or vocational education courses, unless there is a work interruption of over eighteen (18) months, in which case the time worked before the interruption shall not be counted.

The duration of employment corresponds to the time actually worked at the board and shall be determined in years and hours. It shall be determined on June 30 of each year. The duration of employment list shall be forwarded to the union prior to August 25 of each year.

The employee shall continue to accumulate duration of employment, according to the number of hours prescribed for his or her assignment, when he or she is absent for the reasons prescribed in clause 10-1.07 and during an absence related to a work accident or occupational disease.

### 10-1.09

When a regular employee looks after, in addition to or outside of the hours prescribed in his or her schedule, the preparation, cleaning or supervision of the school or centre during adult education or vocational education courses, the provisions of article 6-7.00 apply.

### 10-1.10

Notwithstanding the provisions of this article, the board may use, as a priority, a surplus support staff member to work within the framework of adult education or vocational education courses.

The additional remuneration provided for in clause 10-1.06 does not apply to this clause.

## **10-2.00 EMPLOYEES WORKING IN A CAFETERIA AND EMPLOYEES WORKING AS STUDENT SUPERVISORS WHOSE REGULAR WORKWEEK IS 15 HOURS OR LESS**

### **10-2.01**

Only the provisions of article 10-2.00 apply to employees working in a cafeteria and to employees working as student supervisors hired after the date of the signing of the 1979-1982 collective agreement whose regular workweek is fifteen (15) hours or less. However, these provisions apply to the English Montreal School Board (EMSB) only as regards employees working as student supervisors hired after the date of the signing of the 1979-1982 collective agreement whose regular workweek is fifteen (15) hours or less and employees working in a cafeteria whose regular workweek is ten (10) hours or less.

The employee whose regular workweek is ten (10) hours or less and who, on the date of the signing of the 1979-1982 collective agreement, was not affected by the exception provided for in the second paragraph of clause 1-2.15 of the 1975-1979 collective agreement shall maintain the status that he or she held under the former collective agreement insofar as there has been no break in his or her employment ties since that date.

The employee whose regular workweek is fifteen (15) hours or less and who, on the date of the signing of the 2000-2002 agreement, had regular employee status, shall maintain the status held insofar as there has been no break in his or her employment ties since that date.

### **10-2.02**

In addition to the provisions of this article, the employee shall benefit from the following:

Article 1-1.00	Objective of the Agreement
Article 1-2.00	Definitions (provisions relevant to status)
Article 2-1.00	Field of Application (provisions relevant to status)
Article 2-2.00	Recognition
Article 3-1.00	Union Representation
Article 3-2.00	Parity Committee Meetings
Clause 3-3.05	Releases for Local Union Activities
Clause 3-3.06	Releases for External Union Activities
Clause 3-3.07	Terms and Conditions for Reimbursement
Article 3-4.00	Posting
Article 3-5.00	Union Meetings and Use of Board Premises for Union Purposes
Article 3-6.00	Union Dues
Article 3-7.00	Union System
Article 3-8.00	Documentation
Article 4-1.00	Labour Relations Committee
Article 4-2.00	Governing Boards
Article 4-3.00	Advisory Committee on Services for Handicapped Students and Students with Social Maladjustments or Learning Disabilities
Article 5-4.00	Parental Rights (according to the terms and conditions prescribed in clause 10-2.04)
Article 5-5.00	Participation in Public Affairs (except for clauses 5-5.05 and 5-5.06)
Article 5-8.00	Civil Responsibility
Clause 5-9.18	Employment Injuries
Article 5-10.00	Leaves of Absence Without Salary (except for clause 5-10.09)
Article 6-1.00	Classification Rules
Article 6-2.00	Determination of Step
Article 6-3.00	Salary Scales and Rates
Article 6-4.00	Overtime or Overscale Employees
Article 6-5.00	Travel Expenses
Article 6-7.00	Loan and Rental of Rooms
Article 6-8.00	Payment of Salary
Article 7-1.00	Movement of Personnel
Article 8-4.00	Disciplinary Measures
Article 8-5.00	Health and Safety
Article 8-6.00	Clothing and Uniforms

Article 8-7.00	Technological Changes (except for clause 8-7.07)
Article 8-8.00	Software Changes
Article 9-1.00	Procedure for Settling Grievances
Article 9-2.00	Arbitration
Article 9-3.00	Accelerated Arbitration Procedure
Article 9-4.00	Arbitration Without Attorneys
Article 9-5.00	Mediation-Arbitration Procedure
Article 9-6.00	Disagreement
Article 11-1.00	Contributions to a Savings Institution or Credit Union, the Fondation (Development Fund of the CSN for Cooperation and Employment) and the Bâtirente
Article 11-2.00	Local Adaptation
Article 11-3.00	Interpretation of Texts
Article 11-4.00	Coming into Force of the Agreement
Article 11-5.00	Respect for Human Rights and Freedoms
Article 11-6.00	Appendices
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Appendix 23	Amendments to the Letter of Intent Concerning the Government and Public Employees Retirement Plan (RREGOP) signed on July 9, 2010

Notwithstanding the foregoing, article 8-4.00 applies to an employee after a period of sixty (60) days actually worked.

### 10-2.03

Employees working as student supervisors and employees working in a cafeteria covered by this article shall be entitled to the salary rate applicable to them under articles 6-1.00, 6-2.00, 6-3.00 and 6-4.00.

The salary rate applicable to these employees shall be increased by eleven percent (11%) in lieu of all fringe benefits prescribed in articles 5-1.00, 5-2.00 and 5-3.00.

As regards vacation, employees shall also be entitled to an amount equal to eight percent (8%) of their salary, paid at each pay period.

### 10-2.04 Parental Rights

- a) Employees working in a cafeteria and employees working as student supervisors covered by this article shall benefit from article 5-4.00 in the manner prescribed in the following paragraphs.
- b) The duration of the maternity leave of an employee eligible for benefits under the Québec Parental Insurance Plan is twenty-one (21) weeks. However, in order to be entitled to the benefits prescribed under clause 5-4.12, the employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave.

The duration of the maternity leave of an employee eligible for benefits under the Employment Insurance Plan is twenty (20) weeks. However, in order to be entitled to the benefits prescribed under clause 5-4.13, the employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave.



The duration of the maternity leave of an employee ineligible for benefits under either one of the plans is twenty (20) weeks. However, in order to be entitled to the benefits prescribed under clause 5-4.14, the employee must have worked at least twenty (20) weeks at the board during the twelve (12) months preceding the leave.

- c) An employee shall not be entitled to a leave of absence without salary or a part-time leave of absence without salary to extend a maternity leave, a paternity leave or an adoption leave with the exception of the leave of absence provided for in subparagraph b) of clause 5-4.44.
- d) The special leaves provided for in clause 5-4.21 shall be without salary subject to the exception made for the four (4) days with salary referred to in subparagraph c) of clause 5-4.21.
- e) The weekly salary of the employee concerned shall be the average weekly salary of the last five (5) months worked.

#### **10-2.05 Duration of Employment**

This definition of duration of employment has no retroactive effect and applies as of July 1, 2006. Similarly, the duration of employment acquired on June 30, 2006 by employees remains.

The duration of employment is the number of hours actually worked by an employee since he or she was first hired at the board as a student supervisor or cafeteria employee, unless there is a work interruption of over twenty-four (24) months as of the beginning of the school year following the last layoff, in which case the time worked before the interruption shall not be counted.

The duration of employment shall be determined in years and hours. It shall be determined on June 30 of each year. The duration of employment list shall be forwarded to the union prior to August 25 of each year.

The employee shall continue to accumulate duration of employment, according to the number of hours prescribed for his or her assignment, when he or she is absent for the reasons prescribed in clause 10-2.04 and during an absence related to a work accident or occupational disease.

#### **10-2.06 Lists**

- a) Recall list for first day of class

Recall list of employees by building, class of employment and duration of employment

- b) List of persons not recalled to the board

Recall list of employees, by class of employment, laid off for less than twenty-four (24) months as of the beginning of the school year following the last layoff.

- c) List of replacement employees

The list of replacement employees, by class of employment, who worked one hundred (100) hours or more in the preceding twelve (12) months and who received a positive evaluation. If the evaluation is not conducted within one hundred (100) hours, it shall be deemed positive.

#### **10-2.07 Layoff and Recall for First Day of Class**

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

In the case of a recall, the board shall offer, by building, class of employment and according to the duration of employment, fixed schedules including the greatest number of hours possible in the following manner:

- 1) to employees on list a);
- 2) to persons not recalled on list b);
- 3) to employees on list c);

- 4) to other persons.

**10-2.08 Filling a temporarily vacant, permanently vacant or newly created assignment and adding hours during the year**

The board shall fill a temporarily vacant, permanently vacant or newly created assignment and additional hours during the year according to the duration of employment in the following manner:

- 1) to employees on list a), including the persons of the school not recalled by class of employment;
- 2) to persons not recalled on list b);
- 3) to regular employees according to seniority<sup>1</sup>;
- 4) to employees on list c);
- 5) to other persons.

**10-2.09 Loss of Recall Right**

An employee shall lose his or her recall right and shall have his or her name struck from the lists prescribed herein in the following cases:

- a) resignation;
- b) layoff of twenty-four (24) consecutive months as of the beginning of the school year following the last layoff;
- c) when an employee refuses or neglects to return to work without a valid reason within seven (7) days of a recall to work by registered letter sent to his or her last known address.

**10-2.10 Recall of Employees Working as Student Supervisors**

When the board decides to entrust the day care service with the supervision of students remaining in school during the lunch period, it shall recall, on the basis of its needs, an employee working as a student supervisor under subparagraphs 1) and 2) of clause 10-2.07 before recalling another employee registered on the priority of employment list of day care service educators, principal class or that of day care service educators in order to meet the needs identified.

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<sup>1</sup> A temporarily vacant assignment or an addition of hours shall only be granted in excess of an employee's schedule.

**CHAPTER 11-0.00 MISCELLANEOUS PROVISIONS****11-1.00 CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION, THE FONDATION (DEVELOPMENT FUND OF THE CSN FOR COOPERATION AND EMPLOYMENT) AND THE BÂTIRENTE****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 the 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 has signed such an authorization the amount that he or she has indicated as a deduction for deposit in the said savings institution or credit union.

**11-1.04**

Thirty (30) days after 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 received between October 1 and 31 and between February 1 and 28 of each year only.

**B) Fondation (Development Fund of the CSN for Cooperation and Employment) and the Bâtirente****11-1.07**

The board agrees to collaborate with the union to allow employees to subscribe and participate in the Fondation and the Bâtirente.

**11-1.08**

The union or the trustee of the Fondation or the Bâtirente shall forward to the board the form authorizing deduction at source as completed by the employee.

**11-1.09**

Thirty (30) days after the forwarding of the form, the board shall deduct from each salary payment of the employee the amount that he or she has indicated as a deduction for deposit with the Fondation or the Bâtirente. An employee may also choose to have an amount deducted over a single pay period. Where applicable, the board shall make the necessary income tax deductions at source according to fiscal laws.

**11-1.10**

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 Fondation or the Bâtirente.

**11-1.11**

The list of changes to be made in deductions must be sent to the board between October 1 and 31 or between March 15 and April 15 of each year or within thirty (30) days of the date on which a single amount was deducted.

**11-1.12**

The board shall remit on a monthly basis the contributions to the Fondation, the Bâtirente or to their trustee along with a statement indicating the name, address, date of birth, social insurance number and amount deducted for each employee contributing to the Fondation or the Bâtirente. A copy of the statement shall also be sent to the union.

**11-1.13**

No claim shall be made against the board due to an action or omission on its part concerning the deduction to be made from the employee's salary under this article.

The board shall remedy the situation as quickly as possible as soon as it is informed of the act or omission.

**11-2.00 LOCAL ADAPTATION OF THE AGREEMENT****11-2.01**

Only the local arrangements in effect on the date of the coming into force of the agreement continue to apply for as long as the board and the union have not replaced them with new provisions under this article.

**11-2.02**

The parties recognize that the board and the union may agree locally to adapt the agreement to the characteristics of their milieu. Consequently, they shall allow the local parties to replace or implement elements of this provincial agreement in order to adapt it to local needs.

**11-2.03**

The board and the union may, after the date of the coming into force of the agreement, agree on working conditions that differ from those prescribed in this provincial agreement for some or all employees. The application of the amendments cannot exceed the duration of the provincial agreement.

**11-2.04**

The following subjects may not be modified by the board and the union:

- salaries and salary scales;
- salary insurance amount;
- parental rights entitlement;
- number of vacation days;
- overtime amount;
- acquisition of tenure;
- salary protection ensuing from security of employment.

**11-2.05**

To be considered valid, an agreement under this article must meet the following conditions:

- a) It must be in writing.
- b) The board and the union must sign it through their authorized representatives.
- c) Any article thus modified must appear in the agreements.
- d) It must be filed under section 72 of the Labour Code (R.S.Q., c. C-27).
- e) The effective date of application must be specified; it may in no case be prior to the date of the coming into force of the agreement.

**11-2.06**

No provision of this article may give rise to the right to strike or to lock out nor may it lead to a dispute as defined in the Labour Code (R.S.Q., c. C-27).

**11-2.07**

Any amendment may be cancelled or replaced upon a written agreement between the board and the union in keeping with the requirements of clause 11-2.05.

**11-2.08**

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 of this article. The employee must notify his or her immediate superior before his or her absence.

**11-3.00 INTERPRETATION OF TEXTS****11-3.01**

The French text shall constitute the official text of the agreement.

**11-3.02**

The provincial negotiating employer group shall ensure the English translation of the official text of the agreement.

**11-4.00 COMING INTO FORCE OF THE AGREEMENT****11-4.01**

The agreement comes into force on the date it is signed and has no retroactive effect, unless otherwise specified.

**11-4.02**

This agreement expires on March 31, 2015.

However, the working conditions provided for in the agreement continue to apply until the signing of a new collective agreement.

**11-4.03 Retroactivity**

The employee employed by the board between April 1, 2010 and the date on which the salary scales and rates found in Appendix 1 are applied, is entitled to a retroactive amount equal to the difference, if it is positive, between the salary or, as the case may be, the amount to which he or she would have been entitled taking into account his or her active service or the number of hours remunerated during that period in accordance with the following provisions: 5-3.31 A), 5-3.46, 5-4.00, 5-9.07, 6-1.00, 6-2.00, 6-3.00, 6-4.00, 6-6.00, 6-7.00, 8-3.00, 10-1.06 and 10-2.03 and the amounts already paid by the board between April 1, 2010 and the date on which the salary scales and rates found in Appendix 1 are applied.

**11-4.04**

Subject to clause 11-4.06, the retroactive amounts resulting from the application of clause 11-4.03 shall be paid no later than sixty (60) days of the signing of the agreement.

**11-4.05**

No later than one hundred and twenty (120) days of the coming into force of the agreement, the board shall provide the union with a list of employees who have left its employ between April 1, 2010 and the signing of the collective agreement including the latest known address.

**11-4.06**

The employee whose employment ended between April 1, 2010 and the date the salary scales and rates found in Appendix 1 are applied must submit his or her request for payment of the amount owing under clause 11-4.03 within four (4) months of receiving the list prescribed in clause 11-4.05. In the event of the employee's death, the request may be made by his or her beneficiaries.

The amounts owing under clause 11-4.03 shall be paid within sixty (60) days of receiving the employee's request.

**11-4.07**

The employee whose employment ended during the term of the agreement is entitled to the amount owing, if any, under the second paragraph of clause 6-3.04, 6-3.05 or 6-3.06 and clause 6-3.07. Within sixty (60) days of the payment, the board shall forward to the union a list of employees covered by this clause including their latest known address and telephone number, and specifying the names of employees to whom payment could not be made.

In the event of the employee's death, the request may be made by his or her beneficiaries.

**11-4.08**

Unless specifically provided otherwise, the agreement replaces every former collective agreement concluded between the board and the union.

**11-4.09**

The board shall apply the new salary scales found in Appendix 1 within forty-five (45) days of the signing of the agreement.

**11-4.10**

The board shall provide employees and the union with the summary of the retroactivity calculations at the same time as the payment of retroactivity.

**11-5.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS****11-5.01**

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

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

**11-5.02**

There can be no threat, constraint, discrimination or reprisal against an employee because he or she is exercising a right granted to him or her under the agreement or by law.

**11-6.00 APPENDICES****11-6.01**

The appendices are an integral part of the agreement, unless specified otherwise.

**11-7.00 PRINTING OF THE AGREEMENT****11-7.01**

The provincial negotiating employer group party shall make available the agreement, the amendments, if any, the Classification Plan, including the administrative guide in French and in English as soon as possible after the coming into force of the agreement on the Internet site of the Management Negotiating Committee for English-language School Boards (CPNCA).

The agreement, the Classification Plan, including the administrative guide shall be printed in sufficient quantities for the provincial negotiating union group as well as for the local union representative. The CPNCA shall assume the printing costs.

**11-7.02**

The board must, in each building, make available a computer reserved at all times for support staff employees so that they may consult documents on the following sites:

**CPNCA**

- the agreement
- amendments, if any
- Classification Plan including the administrative guide

**The board**

- local adaptations
- local arrangements

Moreover, the board shall make available a printed version in French and in English of the agreement, local adaptations and local arrangements in a 8 1/2 X 11 format in each room used by support staff employees for their break period.

**11-8.00 SEXUAL HARASSMENT****Definition****11-8.01**

Sexual harassment is a form of discrimination based on sex that is defined as imposed or unwanted sexual advances which may take the form of verbal or nonverbal solicitation.

**Statement of Principles****11-8.02**

The parties agree to the following:

- a) No sexual harassment of any kind shall be tolerated.
- b) The board shall take the necessary measures to promote a working environment free from sexual harassment.
- c) The board and the union shall collaborate in preventing situations involving sexual harassment by implementing awareness and information strategies and they agree to implement appropriate prevention measures.
- d) The parties undertake not to publish or distribute posters, notices or pamphlets of a sexist nature.

**11-8.03**

The board and the union must ensure, by means of the Labour Relations Committee or a special committee, that the principles set out in clause 11-8.02 are applied.

**11-9.00 PSYCHOLOGICAL HARASSMENT****11-9.01**

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

The employer must take the reasonable measures to prevent psychological harassment and when such behaviour is brought to its attention, to stop it.

**11-9.02**

The board and the union recognize that psychological harassment is a reprehensive act and shall work together to prevent it.



**IN WITNESS WHEREOF**, the parties have signed in Montréal on this 27<sup>th</sup> day of April 2011 the provisions negotiated and agreed between the Management Negotiating Committee for English-language School Boards (CPNCA) and the Fédération des employées et employés de services publics Inc. (FEESP-CSN) on behalf of the support staff unions of the English-language school boards of Québec that it represents.

**FOR THE EMPLOYER GROUP**

**FOR THE UNION GROUP**

(signed) Line Beauchamp  
\_\_\_\_\_  
Line Beauchamp  
Minister of Education, Recreation and Sports

(signed) Danielle Beaulieu  
\_\_\_\_\_  
Danielle Beaulieu  
President  
Secteur scolaire FEESP (CSN)

(signed) Éric Bergeron  
\_\_\_\_\_  
Éric Bergeron  
Vice-president, CPNCA

(signed) Diane Lafrenière  
\_\_\_\_\_  
Diane Lafrenière  
Secrétaire générale  
Secteur scolaire FEESP (CSN)

(signed) Debbie Horrocks  
\_\_\_\_\_  
Debbie Horrocks  
President, QESBA

(signed) Janie St-Aubin  
\_\_\_\_\_  
Janie St-Aubin  
Vice-présidente aux régions  
Secteur scolaire FEESP (CSN)

(signed) René Ratelle  
\_\_\_\_\_  
René Ratelle  
Vice-président à l'information  
Secteur scolaire FEESP (CSN)

(signed) Robert St-Louis  
\_\_\_\_\_  
Robert St-Louis  
Vice-président aux finances  
Secteur scolaire FEESP (CSN)

(signed) Marie-Claude Boudreault  
\_\_\_\_\_  
Marie-Claude Boudreault  
Negotiator, CPNCA

(signed) Claude Demers  
\_\_\_\_\_  
Claude Demers  
Comité de négociation  
Secteur scolaire FEESP (CSN)

(signed) Melody Bell  
\_\_\_\_\_  
Melody Bell  
Spokesperson, CPNCA

(signed) Denis Drapeau  
\_\_\_\_\_  
Denis Drapeau  
Spokesperson, FEESP (CSN)

APPENDIX 1                      HOURLY SALARY SCALES AND RATES<sup>1</sup>

FOR THE PERIODS FROM:

- 2010-04-01 to 2011-03-31
- 2011-04-01 to 2012-03-31
- 2012-04-01 to 2013-03-31
- 2013-04-01 to 2014-03-31
- as of 2014-04-01

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<sup>1</sup>        The hourly salary scales and rates may be increased in accordance with the second paragraph of clauses 6-3.04 to 6-3.06.

HOURLY SALARY SCALES AND RATES

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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 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	21.52	21.68	21.90	22.28	22.73
2	22.30	22.47	22.69	23.09	23.55
3	23.14	23.31	23.54	23.95	24.43
4	23.98	24.16	24.40	24.83	25.33
5	24.88	25.07	25.32	25.76	26.28
6	25.77	25.96	26.22	26.68	27.21
7	26.73	26.93	27.20	27.68	28.23
8	27.72	27.93	28.21	28.70	29.27
9	28.74	28.96	29.25	29.76	30.36
10	29.81	30.03	30.33	30.86	31.48
11	30.91	31.14	31.45	32.00	32.64
12	32.05	32.29	32.61	33.18	33.84

Classes of employment: Social Work Technician  
Special Education Technician

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	20.82	20.98	21.19	21.56	21.99
2	21.45	21.61	21.83	22.21	22.65
3	22.13	22.30	22.52	22.91	23.37
4	22.82	22.99	23.22	23.63	24.10
5	23.55	23.73	23.97	24.39	24.88
6	24.24	24.42	24.66	25.09	25.59
7	25.00	25.19	25.44	25.89	26.41
8	25.77	25.96	26.22	26.68	27.21
9	26.59	26.79	27.06	27.53	28.08
10	27.38	27.59	27.87	28.36	28.93
11	28.26	28.47	28.75	29.25	29.84
12	29.15	29.37	29.66	30.18	30.78

Classes of employment: **Laboratory Technician**  
**Building Technician**  
**Electronics Technician**  
**Vocational Training Technician**

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	18.09	18.23	18.41	18.73	19.10
2	18.64	18.78	18.97	19.30	19.69
3	19.23	19.37	19.56	19.90	20.30
4	19.83	19.98	20.18	20.53	20.94
5	20.46	20.61	20.82	21.18	21.60
6	21.06	21.22	21.43	21.81	22.25
7	21.73	21.89	22.11	22.50	22.95
8	22.40	22.57	22.80	23.20	23.66
9	23.09	23.26	23.49	23.90	24.38
10	23.81	23.99	24.23	24.65	25.14
11	24.55	24.73	24.98	25.42	25.93
12	25.31	25.50	25.76	26.21	26.73

Class of employment: **Administration Technician**

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	17.19	17.32	17.49	17.80	18.16
2	17.75	17.88	18.06	18.38	18.75
3	18.48	18.62	18.81	19.14	19.52
4	19.12	19.26	19.45	19.79	20.19
5	19.89	20.04	20.24	20.59	21.00
6	20.57	20.72	20.93	21.30	21.73
7	21.42	21.58	21.80	22.18	22.62
8	22.20	22.37	22.59	22.99	23.45
9	23.04	23.21	23.44	23.85	24.33
10	23.91	24.09	24.33	24.76	25.26
11	24.80	24.99	25.24	25.68	26.19
12	25.75	25.94	26.20	26.66	27.19

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

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.73	16.86	17.03	17.33	17.68
2	17.29	17.42	17.59	17.90	18.26
3	18.00	18.14	18.32	18.64	19.01
4	18.63	18.77	18.96	19.29	19.68
5	19.38	19.53	19.73	20.08	20.48
6	20.05	20.20	20.40	20.76	21.18
7	20.87	21.03	21.24	21.61	22.04
8	21.64	21.80	22.02	22.41	22.86
9	22.44	22.61	22.84	23.24	23.70
10	23.29	23.46	23.69	24.10	24.58
11	24.15	24.33	24.57	25.00	25.50
12	25.09	25.28	25.53	25.98	26.50

Classes of employment: **Audiovisual Technician**  
**Recreational Activities Technician**

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.42	16.54	16.71	17.00	17.34
2	17.10	17.23	17.40	17.70	18.05
3	17.66	17.79	17.97	18.28	18.65
4	18.31	18.45	18.63	18.96	19.34
5	18.97	19.11	19.30	19.64	20.03
6	19.65	19.80	20.00	20.35	20.76
7	20.33	20.48	20.68	21.04	21.46
8	21.12	21.28	21.49	21.87	22.31
9	21.93	22.09	22.31	22.70	23.15
10	22.74	22.91	23.14	23.54	24.01
11	23.53	23.71	23.95	24.37	24.86
12	24.42	24.60	24.85	25.28	25.79

Classes of employment: **Documentation Technician**  
**Psychometry Technician**  
**Day Care Service Technician**

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	17.34	17.47	17.64	17.95	18.31
2	18.05	18.19	18.37	18.69	19.06
3	18.64	18.78	18.97	19.30	19.69
4	19.33	19.47	19.66	20.00	20.40
5	20.03	20.18	20.38	20.74	21.15
6	20.74	20.90	21.11	21.48	21.91
7	21.45	21.61	21.83	22.21	22.65
8	22.30	22.47	22.69	23.09	23.55
9	23.15	23.32	23.55	23.96	24.44
10	24.00	24.18	24.42	24.85	25.35
11	24.86	25.05	25.30	25.74	26.25
12	25.75	25.94	26.20	26.66	27.19

Class of employment: **Braille Technician**

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.70	16.83	17.00	17.30	17.65
2	17.38	17.51	17.69	18.00	18.36
3	17.95	18.08	18.26	18.58	18.95
4	18.62	18.76	18.95	19.28	19.67
5	19.29	19.43	19.62	19.96	20.36
6	19.98	20.13	20.33	20.69	21.10
7	20.66	20.81	21.02	21.39	21.82
8	21.47	21.63	21.85	22.23	22.67
9	22.30	22.47	22.69	23.09	23.55
10	23.13	23.30	23.53	23.94	24.42
11	23.94	24.12	24.36	24.79	25.29
12	24.83	25.02	25.27	25.71	26.22



Class of employment: **Food Management Technician**

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	19.18	19.32	19.51	19.85	20.25
2	19.78	19.93	20.13	20.48	20.89
3	20.35	20.50	20.71	21.07	21.49
4	20.89	21.05	21.26	21.63	22.06
5	21.52	21.68	21.90	22.28	22.73
6	22.16	22.33	22.55	22.94	23.40
7	22.75	22.92	23.15	23.56	24.03
8	23.37	23.55	23.79	24.21	24.69
9	24.07	24.25	24.49	24.92	25.42
10	24.72	24.91	25.16	25.60	26.11
11	25.55	25.74	26.00	26.46	26.99
12	26.23	26.43	26.69	27.16	27.70

Class of employment: **Data Processing Technician**

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	18.91	19.05	19.24	19.58	19.97
2	19.56	19.71	19.91	20.26	20.67
3	20.16	20.31	20.51	20.87	21.29
4	20.86	21.02	21.23	21.60	22.03
5	21.53	21.69	21.91	22.29	22.74
6	22.22	22.39	22.61	23.01	23.47
7	22.93	23.10	23.33	23.74	24.21
8	23.70	23.88	24.12	24.54	25.03
9	24.49	24.67	24.92	25.36	25.87
10	25.27	25.46	25.71	26.16	26.68
11	26.10	26.30	26.56	27.02	27.56
12	26.97	27.17	27.44	27.92	28.48

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

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	22.62	22.79	23.02	23.42	23.89
2	23.41	23.59	23.83	24.25	24.74
3	24.15	24.33	24.57	25.00	25.50
4	25.01	25.20	25.45	25.90	26.42
5	25.86	26.05	26.31	26.77	27.31
6	26.71	26.91	27.18	27.66	28.21
7	27.72	27.93	28.21	28.70	29.27
8	28.69	28.91	29.20	29.71	30.30
9	29.71	29.93	30.23	30.76	31.38

Class of employment:     **School Organization Technician**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	18.75	18.89	19.08	19.41	19.80
2	19.33	19.47	19.66	20.00	20.40
3	19.93	20.08	20.28	20.63	21.04
4	20.55	20.70	20.91	21.28	21.71
5	21.22	21.38	21.59	21.97	22.41
6	21.84	22.00	22.22	22.61	23.06
7	22.52	22.69	22.92	23.32	23.79
8	23.24	23.41	23.64	24.05	24.53
9	23.96	24.14	24.38	24.81	25.31
10	24.66	24.84	25.09	25.53	26.04
11	25.48	25.67	25.93	26.38	26.91
12	26.23	26.43	26.69	27.16	27.70

Class of employment:     **Interpreter-Technician**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	19.50	19.65	19.85	20.20	20.60
2	20.15	20.30	20.50	20.86	21.28
3	20.78	20.94	21.15	21.52	21.95
4	21.50	21.66	21.88	22.26	22.71
5	22.19	22.36	22.58	22.98	23.44
6	22.88	23.05	23.28	23.69	24.16
7	23.63	23.81	24.05	24.47	24.96
8	24.43	24.61	24.86	25.30	25.81
9	25.21	25.40	25.65	26.10	26.62
10	26.05	26.25	26.51	26.97	27.51
11	26.87	27.07	27.34	27.82	28.38
12	27.77	27.98	28.26	28.75	29.33

I-2 Subcategory of Paratechnical Support Positions

Class of employment: Laboratory Attendant

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	15.48	15.60	15.76	16.04	16.36
2	15.86	15.98	16.14	16.42	16.75
3	16.22	16.34	16.50	16.79	17.13
4	16.61	16.73	16.90	17.20	17.54
5	16.99	17.12	17.29	17.59	17.94

Class of employment: Day Care Service Educator

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	17.18	17.31	17.48	17.79	18.15
2	17.78	17.91	18.09	18.41	18.78
3	18.40	18.54	18.73	19.06	19.44
4	19.02	19.16	19.35	19.69	20.08
5	19.65	19.80	20.00	20.35	20.76
6	20.35	20.50	20.71	21.07	21.49
7	21.03	21.19	21.40	21.77	22.21

Class of employment: Day Care Service Educator, principal class

Week: 35 hours

Steps	Rates 2011-07-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	20.61	20.82	21.18	21.60
2	21.22	21.43	21.81	22.25
3	21.86	22.08	22.47	22.92
4	22.52	22.75	23.15	23.61
5	23.17	23.40	23.81	24.29

Class of employment:     **Nursing Assistant (or those possessing a Diploma in Health, Assistance and Nursing Care)**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	15.72	15.84	16.00	16.28	16.61
2	16.17	16.29	16.45	16.74	17.07
3	16.70	16.83	17.00	17.30	17.65
4	17.29	17.42	17.59	17.90	18.26
5	17.79	17.92	18.10	18.42	18.79
6	18.35	18.49	18.67	19.00	19.38
7	18.98	19.12	19.31	19.65	20.04
8	19.61	19.76	19.96	20.31	20.72
9	20.28	20.43	20.63	20.99	21.41
10	21.03	21.19	21.40	21.77	22.21

Class of employment:     **School Transportation Inspector**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.30	16.42	16.58	16.87	17.21
2	16.80	16.93	17.10	17.40	17.75
3	17.28	17.41	17.58	17.89	18.25
4	17.81	17.94	18.12	18.44	18.81
5	18.34	18.48	18.66	18.99	19.37
6	18.89	19.03	19.22	19.56	19.95
7	19.47	19.62	19.82	20.17	20.57
8	20.03	20.18	20.38	20.74	21.15
9	20.62	20.77	20.98	21.35	21.78

Class of employment:     **Printing Operator**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	15.48	15.60	15.76	16.04	16.36
2	15.99	16.11	16.27	16.55	16.88
3	16.45	16.57	16.74	17.03	17.37
4	17.07	17.20	17.37	17.67	18.02
5	17.54	17.67	17.85	18.16	18.52
6	18.09	18.23	18.41	18.73	19.10
7	18.63	18.77	18.96	19.29	19.68

Class of employment:     **Printing Operator, principal class**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	18.09	18.23	18.41	18.73	19.10
2	18.66	18.80	18.99	19.32	19.71
3	19.23	19.37	19.56	19.90	20.30
4	19.86	20.01	20.21	20.56	20.97
5	20.49	20.64	20.85	21.21	21.63

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

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	17.21	17.34	17.51	17.82	18.18
2	17.81	17.94	18.12	18.44	18.81
3	18.46	18.60	18.79	19.12	19.50
4	19.17	19.31	19.50	19.84	20.24
5	19.87	20.02	20.22	20.57	20.98
6	20.59	20.74	20.95	21.32	21.75

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

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	20.59	20.74	20.95	21.32	21.75
2	21.31	21.47	21.68	22.06	22.50
3	22.04	22.21	22.43	22.82	23.28
4	22.75	22.92	23.15	23.56	24.03
5	23.52	23.70	23.94	24.36	24.85
6	24.32	24.50	24.75	25.18	25.68
7	25.14	25.33	25.58	26.03	26.55

Classes of employment:   **Attendant for Handicapped Students  
Swimming Pool Supervisor**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.07	16.19	16.35	16.64	16.97
2	16.54	16.66	16.83	17.12	17.46
3	17.01	17.14	17.31	17.61	17.96
4	17.57	17.70	17.88	18.19	18.55
5	18.07	18.21	18.39	18.71	19.08
6	18.59	18.73	18.92	19.25	19.64

Class of employment:     **Binder**

Week:           35 hours

	Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
	19.38	19.53	19.73	20.08	20.48

Class of employment:     **Student Supervisor**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.93	17.06	17.23	17.53	17.88
2	17.35	17.48	17.65	17.96	18.32
3	17.75	17.88	18.06	18.38	18.75
4	18.16	18.30	18.48	18.80	19.18
5	18.59	18.73	18.92	19.25	19.64

II- CATEGORY OF ADMINISTRATIVE SUPPORT POSITIONS

Class of employment: **Buyer**

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	19.38	19.53	19.73	20.08	20.48
2	19.94	20.09	20.29	20.65	21.06
3	20.58	20.73	20.94	21.31	21.74
4	21.29	21.45	21.66	22.04	22.48
5	21.93	22.09	22.31	22.70	23.15
6	22.53	22.70	22.93	23.33	23.80

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

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.69	16.82	16.99	17.29	17.64
2	17.10	17.23	17.40	17.70	18.05
3	17.48	17.61	17.79	18.10	18.46
4	17.90	18.03	18.21	18.53	18.90

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

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	17.63	17.76	17.94	18.25	18.62
2	18.23	18.37	18.55	18.87	19.25
3	18.82	18.96	19.15	19.49	19.88
4	19.50	19.65	19.85	20.20	20.60
5	20.15	20.30	20.50	20.86	21.28

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

Week: 35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	19.78	19.93	20.13	20.48	20.89
2	20.36	20.51	20.72	21.08	21.50
3	21.01	21.17	21.38	21.75	22.19
4	21.74	21.90	22.12	22.51	22.96
5	22.39	22.56	22.79	23.19	23.65
6	23.00	23.17	23.40	23.81	24.29

Class of employment:    **Office Assistant**

Week:           35 hours

	Rate 2010-04-01 to 2011-03-31	Rate 2011-04-01 to 2012-03-31	Rate 2012-04-01 to 2013-03-31	Rate 2013-04-01 to 2014-03-31	Rate as of 2014-04-01
	16.25	16.37	16.53	16.82	17.16

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

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	15.48	15.60	15.76	16.04	16.36
2	15.86	15.98	16.14	16.42	16.75
3	16.22	16.34	16.50	16.79	17.13
4	16.61	16.73	16.90	17.20	17.54

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

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.87	17.00	17.17	17.47	17.82
2	17.46	17.59	17.77	18.08	18.44
3	18.05	18.19	18.37	18.69	19.06
4	18.63	18.77	18.96	19.29	19.68
5	19.26	19.40	19.59	19.93	20.33

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

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	19.23	19.37	19.56	19.90	20.30
2	19.92	20.07	20.27	20.62	21.03
3	20.58	20.73	20.94	21.31	21.74
4	21.29	21.45	21.66	22.04	22.48
5	21.94	22.10	22.32	22.71	23.16
6	22.68	22.85	23.08	23.48	23.95
7	23.45	23.63	23.87	24.29	24.78



Class of employment:   **Reprography Operator**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	15.48	15.60	15.76	16.04	16.36
2	15.86	15.98	16.14	16.42	16.75
3	16.22	16.34	16.50	16.79	17.13
4	16.61	16.73	16.90	17.20	17.54

Class of employment:   **Reprography Operator, principal class**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	15.48	15.60	15.76	16.04	16.36
2	16.02	16.14	16.30	16.59	16.92
3	16.59	16.71	16.88	17.18	17.52
4	17.16	17.29	17.46	17.77	18.13
5	17.73	17.86	18.04	18.36	18.73
6	18.34	18.48	18.66	18.99	19.37
7	18.97	19.11	19.30	19.64	20.03

Class of employment:   **Secretary**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	16.72	16.85	17.02	17.32	17.67
2	17.23	17.36	17.53	17.84	18.20
3	17.71	17.84	18.02	18.34	18.71
4	18.27	18.41	18.59	18.92	19.30
5	18.80	18.94	19.13	19.46	19.85
6	19.35	19.50	19.70	20.04	20.44

Class of employment:   **School or Centre Secretary**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	17.63	17.76	17.94	18.25	18.62
2	18.17	18.31	18.49	18.81	19.19
3	18.72	18.86	19.05	19.38	19.77
4	19.28	19.42	19.61	19.95	20.35
5	19.87	20.02	20.22	20.57	20.98
6	20.44	20.59	20.80	21.16	21.58
7	21.04	21.20	21.41	21.78	22.22

Class of employment:     **Executive Secretary**

Week:           35 hours

Steps	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
1	19.21	19.35	19.54	19.88	20.28
2	19.80	19.95	20.15	20.50	20.91
3	20.41	20.56	20.77	21.13	21.55
4	21.03	21.19	21.40	21.77	22.21

III- CATEGORY OF LABOUR SUPPORT POSITIONS

III-1 Subcategory of Qualified Workman Positions

Week: 38.75 hours

Classes of employment	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
Trade Apprentice					
1 <sup>st</sup> year	15.40	15.52	15.68	15.95	16.27
2 <sup>nd</sup> year	15.89	16.01	16.17	16.45	16.78
3 <sup>rd</sup> year	16.43	16.55	16.72	17.01	17.35
4 <sup>th</sup> year	16.99	17.12	17.29	17.59	17.94
Cabinetmaker	21.56	21.72	21.94	22.32	22.77
Electrician	21.56	21.72	21.94	22.32	22.77
Electrician, principal class	22.92	23.09	23.32	23.73	24.20
Master Pipe Mechanic	22.92	23.09	23.32	23.73	24.20
Stationary Engineer					
Class 4	17.90	18.03	18.21	18.53	18.90
Class 3	19.83	19.98	20.18	20.53	20.94
Class 2	21.80	21.96	22.18	22.57	23.02
Class 1	22.49	22.66	22.89	23.29	23.76
Mechanic, class II	20.05	20.20	20.40	20.76	21.18
Mechanic, class I	21.56	21.72	21.94	22.32	22.77
Carpenter	20.62	20.77	20.98	21.35	21.78
Certified Maintenance Workman	20.62	20.77	20.98	21.35	21.78
Painter	19.13	19.27	19.46	19.80	20.20
Locksmith	19.62	19.77	19.97	20.32	20.73
Welder	21.56	21.72	21.94	22.32	22.77
Specialized Shop Mechanic	21.56	21.72	21.94	22.32	22.77
Pipe Fitter	21.56	21.72	21.94	22.32	22.77
Glazier-Installer-Mechanic	19.83	19.98	20.18	20.53	20.94

III-2 Subcategory of Maintenance and Service Positions

Week: 38.75 hours

Classes of employment	Rates 2010-04-01 to 2011-03-31	Rates 2011-04-01 to 2012-03-31	Rates 2012-04-01 to 2013-03-31	Rates 2013-04-01 to 2014-03-31	Rates as of 2014-04-01
Heavy Vehicle Driver Assistant	16.61	16.73	16.90	17.20	17.54
Trades Helper	16.99	17.12	17.29	17.59	17.94
General Kitchen Helper	16.72	16.85	17.02	17.32	17.67
Laundryman	16.40	16.52	16.69	16.98	17.32
Caretaker, class II	17.71	17.84	18.02	18.34	18.71
Caretaker, class I	19.51	19.66	19.86	20.21	20.61
Night Caretaker, class II	17.26	17.39	17.56	17.87	18.23
Night Caretaker, class I	18.79	18.93	19.12	19.45	19.84
Light Vehicle Driver	16.61	16.73	16.90	17.20	17.54
Heavy Vehicle Driver	18.97	19.11	19.30	19.64	20.03
Cook, class III	18.95	19.09	19.28	19.62	20.01
Cook, class II	19.83	19.98	20.18	20.53	20.94
Cook, class I	20.62	20.77	20.98	21.35	21.78
Guard	15.86	15.98	16.14	16.42	16.75
Gardener	17.90	18.03	18.21	18.53	18.90
Maintenance Workman, class III (Domestic Help)	16.25	16.37	16.53	16.82	17.16
Maintenance Workman, class II	16.22	16.34	16.50	16.79	17.13
Maintenance Workman, class I (Window Installer, Tile Setter, Sander)	17.71	17.84	18.02	18.34	18.71

**APPENDIX 2****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 shall 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 shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the wrapping, unwrapping and the costs of the insurance premium, or the costs of towing a mobile home on the condition that he or she supply, in advance, at least two (2) detailed quotations of the costs to be incurred.
- 4) However, the board shall not pay the cost of transporting the employee's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, a canoe, etc. shall not be reimbursed by the board.

**Storage**

- 5) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new domicile, the board shall pay the costs of storing the employee's furniture and personal effects and those of his or her dependants, for a period not exceeding two (2) months.

**Concomitant Moving Expenses**

- 6) The board shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any transferred employee with a dwelling in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the employee is assigned to a location where complete facilities are placed at his or her disposal by the board. The board shall pay a moving allowance of two hundred dollars (\$200) to an employee who does not have a dwelling.

**Compensation for Lease**

- 7) The employee referred to in paragraph 1) shall also be entitled, where applicable, to the following compensation: for the abandonment of a dwelling without a written lease, the board shall pay the equivalent of one month's rent. If there is a lease, the board shall indemnify the employee who must terminate his or her lease and for which the landlord demands compensation to a maximum of three (3) months' rent. In both cases, the employee must attest that the landlord's request is well-founded and present supporting vouchers.
- 8) If the employee chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the 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 lease. 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 employee's spouse and minor child or children are 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.

APPENDIX 3

SELF-FINANCED LEAVE PLAN

CONTRACT SIGNED

BETWEEN

\_\_\_\_\_SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HEREINAFTER CALLED THE EMPLOYEE

**SUBJECT: SELF-FINANCED LEAVE****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 Self-financed Leave**

The duration of the self-financed 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 terms of the agreement, the employee shall be entitled to the benefits he or she would have had had he or she been at work.

In the case of a surplus 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 5-11.04.

During the self-financed 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.

The maximum duration of participation in the self-financed leave plan (accumulation period and period of leave included) must not exceed seven (7) years.

**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 5-11.04 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;
- accumulation of redeemable sick-leave days, where applicable, according to the percentage of the salary to which he or she is entitled under section III herein;
- accumulation of seniority;
- accumulation of experience.

b) During the self-financed 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 under section III.

c) For the purposes of vacation, the self-financed leave shall constitute active service. It is understood that during the term of the contract, including the self-financed leave, vacation shall be remunerated at the salary rate prescribed in section III herein. Vacation deemed used during the self-financed leave shall be proportional to the duration of the leave.



- d) Each of the years referred to in this contract shall count as a period of service for the purposes of the pension plans currently in force and the average salary shall be determined on the basis of the salary that the employee would have received had he or she not taken part in the self-financed leave plan.
- e) During each of the years of this contract, the employee shall be entitled to all the other benefits of the 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, Occupational Health and Safety Plan and the Québec Parental Insurance 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 self-financed 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 be entitled for the same period had his or her leave not been remunerated.

The amount reimbursed shall not include any interest.

##### **B) The employee has not taken a self-financed 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 self-financed leave is in progress**

The amount owing by one party or the other shall be calculated in the following manner:

Salary received by the employee during the term of the contract minus the salary to which he or she would have been entitled for the same period had his or her leave (elapsed period) not been remunerated. If the result obtained is positive, the employee shall reimburse the amount to the board; if the result obtained is negative, the board shall reimburse the amount to the employee.

The amount reimbursed shall not include any interest.

#### **VI- Layoff or Dismissal of the Employee**

In the event of the layoff or dismissal of the employee, this contract shall expire on the effective date of the layoff or dismissal. The conditions prescribed in paragraph A), B) or C) of section V shall then apply.

#### **VII- Leave Without Salary and Temporary Layoff**

During the term of the contract, the total leaves without salary and temporary layoffs provided for under the agreement cannot exceed twelve (12) months. In this case, the duration of this contract shall be extended accordingly.

However, if the total leaves without salary and temporary layoffs exceed twelve (12) months, the agreement shall expire on the twelfth (12<sup>th</sup>) month and the provisions of section V of this contract shall apply.

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

**VIII- Placement in Surplus of the Employee**

An employee who is placed in surplus during the contract shall continue to participate in the plan.

The provisions of section II herein apply to an employee who is relocated to another employer in the education sector.

**IX- Death of the Employee**

In the event of the employee's death during the term of this contract, the contract shall expire on the date of the employee's death and the conditions prescribed in section V 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 self-financed leave**

For the purposes of applying the provisions of clause 5-3.31, disability shall be considered as beginning on the date the employee returns to work and not during the self-financed leave.

During the self-financed leave, the employee's salary shall be 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 under clause 5-3.31 based on the salary determined in this contract. Should the employee still be disabled at the expiry of this contract, he 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 self-financed leave**

The employee shall continue to participate in this contract and the salary insurance benefit under clause 5-3.31 shall be based on the salary determined in this contract. Should he 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 under clause 5-3.31 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 under clause 5-3.31 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 under clause 5-3.31 shall be based on his or her regular salary.

**D) Disability lasts for more than two (2) years**

At the end of the two (2)-year period, this contract shall expire and the conditions prescribed in section V shall then apply by making the necessary changes. However, the board shall not make any monetary claim if the employee is required to reimburse the board under section V.

**XI- Employment Injury**

In the case of an employment injury, the provisions of article 5-9.00 shall apply on the date it occurs; 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 then apply;
- 2. terminate the contract on the date on which the employment injury occurs and the provisions of section V herein shall then apply.

**XII- Maternity Leave (twenty (20) or twenty-one (21) weeks), Paternity Leave (five (5) weeks) and Adoption Leave (five (5) weeks)**

- 1. If the maternity, paternity or adoption leave takes place before or after the leave is taken, the employee shall interrupt his or her participation for a maximum period of twenty (20) weeks or twenty-one (21) weeks, as the case may be, for maternity leave or five (5) weeks for paternity or adoption leave; the contract shall then be extended accordingly, the provisions of article 5-4.00 shall apply and the benefits prescribed in that article shall be based on the regular salary.
- 2. However, if the maternity, paternity or adoption leave takes place before the leave is taken, the employee may terminate this contract and thus receive the salary that has not been paid (paragraph B) of section V). The benefits prescribed 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

c.c.: Union

**APPENDIX 4****TERMS AND CONDITIONS FOR APPLYING THE PROGRESSIVE RETIREMENT PROGRAM****Eligibility**

- 1) The progressive retirement program, hereinafter called "program" applies to every employee who meets the following conditions:
  - a) is a regular full-time employee or a regular part-time employee whose regular workweek is greater than forty percent (40%) of the regular workweek provided for his or her class of employment;
  - b) is a member of the RREGOP, TPP or CSSP;
  - c) must verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that he or she will be entitled to a pension on the date on which the program ends;
  - d) has concluded an agreement with the board.

**Granting of Progressive Retirement**

- 2) The employee must submit his or her request in writing at least ninety (90) days in advance. With the board's consent, the time limit may be of a lesser duration.

The granting of a progressive retirement program shall be subject to a prior agreement with the board, which shall take into account the needs of the department.

**Contents of the Agreement**

- 3) The written agreement concluded between the employee and the board must comply with the provisions of the laws and regulations governing the progressive retirement program and include the following elements:
  - a) duration of program (may vary between twelve (12) months and sixty (60) months);
  - b) the number of hours worked per week (cannot be less than forty percent (40%) of the duration of the regular workweek)<sup>1</sup>;
  - c) the employee must retire at the end of the program.

**Other Terms and Conditions**

- 4) During the program, the employee and the board may agree to change the number of hours worked per week.

Moreover, in the case where the employee would not be entitled to his or her pension upon the expiry of the agreement or in the case where the latter is suspended due to circumstances prescribed by regulation, the agreement shall be extended to the date on which the employee would be entitled to his or her pension, even if the period exceeds five (5) years.

- 5) For the duration of the program, the pensionable salary for the years or parts of years specified in the agreement is that the employee would have received or for a period during which salary insurance benefits are paid would have been entitled to receive had he or she not availed himself or herself of the program. The service credited is that which would have been credited to the employee had he or she not availed himself or herself of the program.
- 6) For the duration of the program, the employee shall receive his or her salary as well as the premiums to which he or she is entitled in proportion to the hours worked.

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<sup>1</sup> In the case where an employee occupies a position of a cyclical nature, the number of hours worked cannot be less than forty percent (40%) of the regular hours worked on an annual basis.

- 7) For the duration of the program, the employee shall accumulate his or her seniority and experience as if he or she were not participating in the program.
- 8) During the program, the board shall pay his or her contribution to the health insurance plan on the basis of the employee's time worked prior to the beginning of the program.

During the program, the employee shall be entitled to the standard life insurance plan from which he or she benefited prior to the beginning of the program.

- 9) For the duration of the program, the employee shall be considered, as regards movements of personnel provided for in article 7-3.00, on the basis of the time worked prior to the program. However, the salary protections prescribed in article 7-3.00 to which the employee could be entitled, where applicable, shall be calculated on the basis of the hours worked during the program.
- 10) In addition to the circumstances prescribed by regulation, the agreement concluded between the employee and the board shall expire on the date of the event in the following cases:
  - retirement;
  - resignation;
  - layoff;
  - dismissal;
  - death;
  - withdrawal with the board's consent.
- 11) In the case where the agreement expires, the credited service shall be maintained, subject to the provisions of the regulation.
- 12) An employee shall be eligible for the program only once.
- 13) Except for the preceding provisions, the employee who avails himself or herself of the program shall be governed by the rules of the agreement applicable to part-time employees.
- 14) The parties agree that the number of weekly hours not worked by the employee as a result of the program shall constitute a temporarily vacant position.

**APPENDIX 5****WORKING TIME REDUCTION PROGRAM**

- 1) The program is voluntary. Only tenured employees who are not on another leave under the agreement at the time when they apply for the program shall be eligible.
- 2) Upon an employee's written request to the board, the board may reduce his or her weekly or yearly working time for a maximum period of one year.

The leave may be renewed under the same terms and conditions as those prescribed in the preceding paragraph.

- 3) The board, the union and the employee agree on a reduced number of working hours and the schedule thereof. The reduced working time cannot exceed twenty percent (20%) of the time worked by an employee. The board shall forward to the union a copy of the agreement concluded with the employee.
- 4) The board and the union may agree on terms and conditions that permit an employee to cease his or her participation in the program.
- 5) During his or her participation in the program, an employee shall maintain his or her status and the benefits to which he or she is entitled under the agreement in proportion to the time worked.

Notwithstanding the preceding paragraph, article 8-1.00 (seniority) applies to an employee on the basis of the time worked prior to participating in the program.

Article 8-3.00 (overtime) applies as follows:

- a) every hour worked in addition to his or her new daily schedule, if it includes more hours than his or her former schedule;
  - b) every hour worked in addition to his or her former daily schedule, if it included more hours than his or her new schedule;
  - c) every hour worked in addition to the number of hours of the regular workweek at the board for his or her employment category.
- 6) During the working time reduction program, an employee and the board shall pay their respective share of required contributions for the time not worked.
  - 7) To be eligible for the pension plan benefits under the working time reduction program, an employee must have completed at least thirty-six (36) months of service with an employer (board or other) covered by RREGOP, TPP or CSSP.

Moreover, an employee's cumulative absences without salary 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.

- 8) The working time reduction program is temporary and remains in force until the agreement is renewed.

**APPENDIX 6****UNION LEAVES FOR THE PREPARATION AND NEGOTIATION  
OF THE NEXT COLLECTIVE AGREEMENT**

At the written request of the union sent to the board at least fifteen (15) days in advance, the employee member of the provincial union negotiating committee shall be released without loss of salary in order to prepare and negotiate the next collective agreement.

The terms and conditions of the leave of the union representatives as well as the methods of reimbursement, if need be, shall be studied and determined by the provincial negotiating parties.

**APPENDIX 7****CLASSIFICATION OF CERTAIN EMPLOYEES**

This appendix applies solely to the employees for whom the agreement constitutes a first agreement and to the employees who receive a first accreditation before March 31, 2015.

In this case, the board shall send the employee a notice confirming the class of employment and the step he or she holds and shall also send a copy to the union.

The employee whose classification 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 lodge a grievance within ninety (90) days of receiving his or her notice of classification.

In the case of arbitration concerning the class of employment attributed, clauses 6-1.16 and 6-1.17 apply.

Within ninety (90) days of receiving his or her classification notice, an employee may also lodge a grievance according to the normal procedure, as regards the salary rate or step attributed to him or her.

A decision made pursuant to this appendix shall have a retroactive effect to the date of accreditation. If the date of accreditation is after March 31, 2010, the classification rules provided for in the agreement apply. If it is prior to April 1, 2010, the salary scales applicable are those in effect for each year of the collective agreement ending on March 31, 2010.



**APPENDIX 8****GRIEVANCES AND ARBITRATION BEFORE THE DATE OF THE  
COMING INTO FORCE OF THE AGREEMENT**

Any grievance as well as any notice of appeal which arose before the date of the coming into force of the agreement shall be settled in the manner prescribed in the former collective agreement. The grievances or notices of appeal shall be heard before one of the arbitrators appointed under clause 9-2.02 or 6-1.16 of this agreement, as the case may be, or before any other person specifically appointed by the provincial negotiating parties.

**APPENDIX 9****RELOCATION**

The parties to this agreement shall form a parity committee within sixty (60) days of the date of the coming into force of this appendix. The committee has the mandate to:

- 1) Study the cases of employees who are obliged to be relocated for a second time by the application of clause 7-3.05. In this context, the committee must ensure that the employee concerned not be displaced at too great a distance from the place of work of his or her first placement in surplus.
- 2) Study the particular cases of employees being relocated within a fifty (50)-kilometre radius. These cases may include in particular:
  - the employee's travelling time;
  - the obligation to cross two (2) bridges in the case of the Island of Montréal;
  - the employee's place of residence.
- 3) The said committee shall be composed of four (4) members:
  - two (2) representatives appointed by the provincial negotiating union group;
  - two (2) representatives appointed by the provincial negotiating employer group.
- 4) Moreover, the committee may study any other problem concerning the relocation of employees in surplus which could arise during the agreement.

The Provincial Relocation Bureau must implement the unanimous written recommendations of the committee members concerning the cases mentioned above.

Article 3-2.00 of the agreement applies to the union representatives members of the committee.

**APPENDIX 10                      PAID LEGAL HOLIDAYS**

**English Montreal School Board**

For the purposes of applying the first paragraph of clause 5-2.03 of the agreement and for the term of the agreement, two (2) paid legal holidays shall be added to those prescribed in clause 5-2.01 for the English Montreal School Board.

**APPENDIX 11                      SPECIAL WORKING CONDITIONS FOR THE ENGLISH  
MONTREAL SCHOOL BOARD (EMSB)**

**Association professionnelle du personnel administratif (CSN)**

The document entitled "Conditions de travail particulières des personnes salariées couvertes par le certificat d'accréditation de l'Association professionnelle du personnel administratif (CSN)" dated November 30, 2010 constitutes for the subjects dealt with therein the special working conditions in effect at the EMSB for the term of the agreement.

**APPENDIX 12****SOCIAL LEAVES PLAN FOR THE ENGLISH MONTREAL  
SCHOOL BOARD (EMSB)**

Notwithstanding the provisions of article 5-1.00 of the agreement, the employees in the employ of the English Montreal School Board continue to benefit for the term of the agreement from the social leaves plan from which they benefited under the former collective agreement under the same conditions. However, the employees shall also be entitled to the benefits of clause 5-1.06 of this agreement.

However, the employee who renounces the special sick-leave plan described in clause 5-3.46 shall benefit, as of July 1 following the coming into force of the agreement, from the special leaves plan described in article 5-1.00.

APPENDIX 13 REVISION OF THE CLASSIFICATION PLAN

1. Transitional measures for the classes of employment of caretaker, night caretaker, maintenance workman, class II, documentation technician and laboratory technician

Whereas the Classification Plan (February 7, 2011 edition) no longer includes the classes of employment of caretaker and night caretaker;

Whereas those classes of employment were replaced by the following:

- caretaker, class I
- caretaker, class II
- night caretaker, class I
- night caretaker, class II

Whereas the Classification Plan (February 7, 2011 edition) also includes changes to the following classes of employment:

- maintenance workman, class II
- documentation technician
- laboratory technician

Whereas the employees affected by the changes must be informed of the class of employment, step or rate assigned by the board.

The provincial negotiating parties agree as follows:

- A) The employee who held a position in one of the classes of employment that were modified shall receive a classification notice confirming, as of the coming into force of the collective agreement, his or her class of employment prescribed in the Classification Plan (February 7, 2011 edition).
- B) The employee shall be integrated into one of the classes of employment prescribed in the Classification Plan (February 7, 2011 edition) as follows:

Classification Plan (February 1, 2006 Edition)	Classification Plan (February 7, 2011 Edition)
Documentation Technician	Documentation Technician
Laboratory Technician	Laboratory Technician
Caretaker (9 275 m <sup>2</sup> or more) <sup>1</sup>	Caretaker, class I
Caretaker (less than 9 275 m <sup>2</sup> ) <sup>1</sup>	Caretaker, class II
Night Caretaker (9 275 m <sup>2</sup> or more) <sup>1</sup>	Night Caretaker, class I
Night Caretaker (less than 9 275 m <sup>2</sup> ) <sup>1</sup>	Night Caretaker, class II
Maintenance Workman, class II (Assistant Caretaker, Labourer)	Maintenance Workman, class II

- C) The employee concerned shall be integrated into a class of employment in the same step and at the rate corresponding to the hourly salary scales and rates found in Appendix 1 of the 2010-2015 collective agreement.
- D) The fact of integrating an employee covered by the preceding provisions shall not entail any salary adjustment or retroactive amount nor shall it be interpreted as or correspond to a change in duties within the meaning of clause 6-1.08 of the agreement and, therefore, give rise to a grievance.

<sup>1</sup> For the classes of employment of night caretaker, the surface areas covered mentioned in Appendix I, Hourly Salary Scales and Rates, of the 2005-2010 collective agreement were added to those classes of employment for easier reading.

## **2. Transitional measures for the classes of employment of day care service educator and day care service educator, principal class**

**Whereas** the Classification Plan (February 7, 2011 edition) provides for the creation of the class of employment of day care service educator, principal class as well as the introduction of the Attestation of Vocational Specialization (AVS) in day care services leading to the class of employment of day care service educator;

**Whereas** the revision of the Classification Plan entails the implementation of transitional measures to ensure the continuity of services to students and to promote the attraction and retention of day care service staff;

**Whereas** improving the quality of services offered to students in day care services calls for upgrading the qualifications of employees in the class of employment of day care service educator;

**Whereas** the changes made shall take effect as of the 2011-2012 school year.

The provincial negotiating parties agree as follows:

### **2.1 Position of Day Care Service Educator, principal class**

- A) In anticipation of the 2011-2012 and 2012-2013 school years, notwithstanding the qualifications required under the Classification Plan, the regular employee in the class of employment of day care service educator may obtain a position of day care service educator, principal class even if he or she has not completed the collegial training leading to an Attestation of College Studies (ACS) or the vocational training program leading to an Attestation of Vocational Specialization (AVS) provided that he or she has four (4) years of pertinent experience or more, meets the other qualifications prescribed in the Classification Plan as well as the other requirements determined by the board. The exemption also applies to an employee who has an AVS and four (4) years of pertinent experience.
- B) If the employee who has obtained a newly created or permanently vacant position does not complete either one of the training programs by June 30, 2014, except for reasons of illness, work accident, employment injury, parental leaves or leaves for family responsibilities prescribed in article 5-1.00, he or she is considered, at the end of the school year, as if he or she held a position of day care service educator and the position is abolished. In this case, the employee is considered as not recalled and clauses 7-3.38 and 7-3.43 apply to him or her based on the position and status held before obtaining his or her position of day care service educator, principal class.

If the employee held a part-time position, clause 7-3.43 does not apply, but during the subsequent application of the security of employment mechanism, the board shall reserve a position for him or her where the number of hours is equal to or, failing this, immediately lower than the position held. The position shall no longer be reserved when it can be replaced by a vacated position that meets the aforementioned criteria. Moreover, if several positions have the same number of hours and meet the required criteria, a position can be reserved only when one position remains.

- C) The employee who is entitled to the measure prescribed in the preceding paragraph A) and who obtains a position during the year under clause 7-1.11 must complete his or her adaptation period.

### **2.2 Position of Day Care Service Educator**

- A) Notwithstanding the qualifications required by the Classification Plan at the beginning of the 2011-2012 school year, the regular employee who, on June 30, 2011, holds a position of day care service educator or the employee who is registered on the priority of employment list and who has worked a minimum of nine hundred (900) hours in the class of employment of day care service educator with the board is considered as having the qualifications required for that class of employment.

- B) The temporary employee in the day care services sector not covered by the preceding paragraph A) must complete the vocational training program leading to an AVS no later than June 30, 2014. Failing to complete the training program on that date, the board may strike the employee's name from the priority of employment list.
- C) The employee covered by paragraph A) or B) who obtains a regular position must complete the probation period prescribed in clause 1-2.15. However, the period shall be reduced by half if the time worked during the period prior to obtaining the attestation of studies equals at least fifty percent (50%) of the probation period. However, the employee shall not acquire the status of regular employee until such time as he or she has completed the training program and has provided proof thereof to the board.
- D) The provisions of this appendix apply, notwithstanding any provisions to the contrary specified in the agreement.

### **3. Provincial Follow-up Committee**

Within forty-five (45) days of the signing of the agreement, the provincial negotiating parties shall set up a provincial committee to follow up on the transitional measures for the classes of employment of day care service educator, principal class and day care service educator.

#### **3.1 The committee's mandate is to:**

- provide a portrait of the employees of school boards working in day care services, but who do not have an AVS or ACS;
- provide a portrait of the employees who obtained a position of day care service educator, principal class, but who do not have the required training;
- assess the impact of the program of studies leading to an AVS in day care services on the day care service staff employed by school boards;
- make recommendations to the provincial negotiating parties on the problems identified by the committee (e.g. span of time worked and study time) by giving priority to employees who obtained a position of day care service educator, principal class.

#### **3.2 Duration of Mandate**

The committee's mandate shall end on December 31, 2011, unless the provincial negotiating parties agree otherwise.

#### **3.3 Composition of Committee**

The committee is composed of two (2) representatives of each of the provincial negotiating parties.

#### **3.4 Budget**

As of the signing of the collective agreement and up to June 30, 2013, the provincial negotiating parties shall have, at their disposal, an amount of eight thousand dollars (\$8 000) per school year to support the implementation of the recommendations retained.



**APPENDIX 14                      PARENTAL RIGHTS**

**Amendments Made to Parental Rights**

Should amendments be made to the Québec Parental Insurance Plan, the Employment Insurance Act or the Act respecting labour standards with respect to parental rights, the parties agree to meet to discuss the possible implications of the amendments on the current parental rights plan.

**APPENDIX 15****LETTER OF AGREEMENT CONCERNING FAMILY RESPONSIBILITIES**

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

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

APPENDIX 16

REGIONAL OFFICES AND ENGLISH-LANGUAGE SCHOOL  
BOARDS

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

**APPENDIX 17****TRANSITIONAL PROVISIONS**

- 1) For the 2010-2015 agreement, the provincial negotiating employer group shall print and make available a copy of the agreement and the Classification Plan in French and in English to each employee who is employed by the board on the date on which the agreement comes into force and who so requested by filling out the form provided by the board. The form shall be forwarded to employees in the week following the coming into force of the agreement. If the employee fails to return the form within fifteen (15) days of receiving it, he or she shall have access to the electronic version only.

For any employee hired after that date, only the electronic version is available.

- 2) The eligibility list prescribed in paragraph B) of clause 7-1.21 must be drawn up within the one hundred and twenty (120) days of the coming into force of the agreement.

**APPENDIX 18****LIST OF BODIES WHOSE EMPLOYEES ARE SUBJECT TO CONDITIONS OF EMPLOYMENT OR SALARY SCALES AND STANDARDS WHICH, BY LAW, ARE DETERMINED ON FEBRUARY 7, 2005 BY THE GOVERNMENT OR DETERMINED ACCORDING TO THE CONDITIONS DEFINED BY THE GOVERNMENT**

For information purposes:

Agence des partenariats public-privé du Québec  
Agence métropolitaine de transport  
Autorité des marchés financiers  
Bibliothèque et Archives nationales du Québec  
Caisse de dépôt et placement du Québec  
Centres d'aide juridique  
Commission de la capitale nationale  
Commission de la construction du Québec  
Commission de reconnaissance des associations d'artistes et des associations de producteurs  
Commission des droits de la personne et des droits de la jeunesse  
Commission des services juridiques  
Conseil des arts et des lettres du Québec  
Conseil des services essentiels  
Corporation d'hébergement du Québec  
Corporation d'urgence-santé de la région de Montréal Métropolitain  
École nationale de police du Québec  
École nationale des pompiers du Québec  
Financement-Québec  
Fondation de la faune du Québec  
Fonds de la recherche en santé du Québec  
Fonds d'indemnisation du courtage immobilier  
Fonds québécois de la recherche sur la nature et les technologies  
Fonds québécois de la recherche sur la société et la culture  
Héma-Québec  
Institut national de la santé publique  
Investissement Québec  
Musée d'art contemporain de Montréal  
Musée de la civilisation  
Musée national des beaux-arts du Québec  
Office de la Sécurité du revenu des chasseurs et piégeurs cris  
Office Québec-Amériques pour la jeunesse  
Protecteur du citoyen  
Régie de l'énergie  
Régie des installations olympiques  
Société de développement des entreprises culturelles  
Société de la Place des Arts de Montréal  
Société de télédiffusion du Québec (Télé-Québec)  
Société des alcools du Québec  
Société des établissements de plein air du Québec  
Société des loteries du Québec  
Société du Centre des congrès de Québec  
Société du Grand théâtre de Québec  
Société du Palais des congrès de Montréal  
Société du parc industriel et portuaire de Bécancour  
Société immobilière du Québec  
Société innovatech des Régions Ressources  
Société innovatech Québec et Chaudières-Appalaches  
Société innovatech du sud du Québec  
Société québécoise d'assainissement des eaux  
Société québécoise d'information juridique  
Société québécoise de récupération et de recyclage

**APPENDIX 19****LETTER OF INTENT CONCERNING ADDITIONAL DEPOSITS TO  
THE FONDS D'AMORTISSEMENT DES RÉGIMES DE  
RETRAITE (FARR)**

The government undertakes to make additional deposits to the Fonds d'amortissement des régimes de retraite (FARR) so that the value of the latter represents, in twenty (20) years, seventy percent (70%) of the actuarial value of the accrued pension benefits of employees of the public and parapublic sectors calculated according to the accounting method used.

To this end:

- The FARR is composed of three (3) distinct funds, one for the Government and Public Employees Retirement Plan (RREGOP), one for the Pension Plan for Management (PPM) and one for the other pension plans. The three (3) funds constitute the Fonds d'amortissement des régimes de retraite (FARR) as defined in the Financial Administration Act.
- Additional deposits shall be made on the basis of the prevailing financial market conditions, particularly interest rates and the response to the new issue of bonds.
- If conditions are favourable, the government may increase in a given year the amounts specified in the initial schedule; in the event of unfavourable conditions, the deposits may be lower than those initially specified.
- Every three (3) years, the government shall report on the FARR, particularly concerning the deposits specified initially. Where applicable, a new deposit schedule shall be prepared.

**APPENDIX 20****PROVISIONAL DAY CARE SERVICE POSITIONS**

The provincial negotiating parties agree to set up a joint working committee dealing with provisional day care service positions.

The committee shall be composed of three (3) representatives of each of the provincial negotiating parties, including a representative from the English Montreal School Board.

The committee's mandate shall be to draw up and implement a new procedure for assigning day care service positions, the implementation of which, as a one-year pilot project, shall be carried out upon completion of the committee's work.

The committee shall study the results and decide whether to maintain or cancel the pilot project.

If the committee decides to maintain the pilot project, the provincial negotiating parties shall meet in order to introduce new provisions into the agreement.

If the committee decides to extend the pilot project, the provincial negotiating parties shall meet in order to agree on provisions concerning the extension.

If the committee decides to cancel the pilot project, the provisions of the agreement apply.

**APPENDIX 21<sup>1</sup>****PROVINCIAL COMMITTEE CONCERNING STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES**

Within sixty (60) days of the signing of this agreement, a provincial committee of no more than twelve (12) members shall be set up. It shall consist of, on the one hand, three (3) representatives of the provincial negotiating employer group and, on the other hand, a representative of each of the provincial negotiating union groups for each of the employment categories (support, professional and teaching personnel) working on a regular basis with students with handicaps, social maladjustments or learning disabilities in the English-language school boards.

The mandate of the provincial committee shall be to make recommendations dealing with:

- a) the services to be offered to at-risk students and to students with handicaps, social maladjustments or learning disabilities in order to foster their success;
- b) the conditions and organization of work of the personnel in the education sector working with students with special needs.

The committee shall establish its own operating rules and shall set the calendar and location of its meetings. It shall prepare a written report for the provincial negotiating parties within ten (10) months after it is set up, unless the parties agree otherwise.

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<sup>1</sup> This appendix is not an integral part of the agreement.



**APPENDIX 22****LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN****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 to 7 of this appendix to the Act respecting the Government and Public Employees Retirement Plan (RREGOP).

**2. Number of years of service**

The maximum number of years of credited service used for pension calculation purposes is increased. The maximum shall be increased gradually so as to reach 38 years on January 1, 2014. Subject to the following, these years guarantee the same benefits as the previous ones:

- As of January 1, 2011, the number of years of credited service used for pension calculation purposes beyond 35 years must be service performed or bought back. No buy-back of service prior to January 1, 2011 may cause the credited service used for pension calculation purposes to exceed 35 years on January 1, 2011.
- No retroactivity measure shall be allowed. No contribution or buy-back can be made to recognize service exceeding 35 years of credited service used for pension calculation purposes prior to January 1, 2011.
- The pension reduction applicable as of 65 years of age (QPP coordination) does not apply to the years of credited service used for pension calculation purposes exceeding 35 years.
- A person who receives a long-term salary insurance benefit may only accumulate a maximum of 35 years of pensionable service for pension calculation purposes.
- Any service that occurred, as of January 1, 2011, beyond 35 years of credited service is pensionable up to a maximum of 38 years of credited service.

As regards the reassessment of pension credits, the increase from 35 to 38 years in the maximum number of years of service must not have the effect of increasing **or decreasing** the number of years that would be reassessed if this measure did not exist.

**3. Pension credits**

As of January 1, 2011, it is no longer possible to buy back prior service in the form of pension credits.

**4. Contribution formula**

As of January 1, 2012, the contribution formula shall be amended according to the specifications described in Schedule A.

The compensation described in Schedule A reflects an amount that allows a contributor whose annualized salary is lower than the MPE to make contributions comparable to those he or she would make if the 35% MPE exemption was maintained.

Each year, CARRA shall determine the total compensation no later than nine months after the end of the calendar year; it constitutes a shortfall in the participants' fund. Each year, the shortfall is absorbed by the government which transfers, no later than three months following the CARRA calculation, the amount required from the employers' contributions to the RREGOP employees' contributions (fund 301).

**5. Bank of 90 days**

Unredeemed absences without pay after January 1, 2011 can no longer be granted without cost upon retirement. However, unredeemed absences without pay related to parental leaves may continue to be offset with the 90-day bank. The 90-day limit continues to apply.

## **6. Frequency of actuarial valuations**

The frequency of actuarial valuations remains on a 3-year basis. However, every year, the actuarial valuation is updated.

## **7. Indexation clause**

Should a surplus exceeding by more than 20% the unfunded actuarial liability in the benefits paid by participants be identified in a 3-year actuarial valuation where the validity of assumptions has been confirmed by the consulting actuary or in an updated valuation, the indexation clause related to benefits paid by the participants, payable to retirees, for service credited between June 30, 1982 and January 1, 2000 is enhanced on January 1 after the Minister receives the consulting actuary's report in the case of a 3-year actuarial valuation or on January 1 after the valuation was updated, provided that the portion of the surplus exceeding 20% of the unfunded actuarial valuation covers the total cost of the enhanced benefits.

The cost corresponds to the difference, with respect to the years of service credited between June 30, 1982 and January 1, 2000, between the current value of the benefits that would be payable to retirees according to the indexation clause applicable for the service credited since January 1, 2000 (CPI - 3% with a minimum of 50% of the CPI) and the current value of the benefits paid by participants, payable to retirees under the indexation clause (CPI - 3%).

On January 1 of each subsequent year, the enhancement of the indexation clause remains in force only if, after the 3-year actuarial valuation was updated or the Minister received the consulting actuary's report validating a new 3-year actuarial valuation, there is a surplus that exceeds by more than 20% the unfunded actuarial liability in the benefits paid by participants and the portion of the surplus that exceeds 20% of the unfunded actuarial liability covers the total cost of the enhanced benefits as determined above. It is understood that a benefit increase ensuing from the enhanced indexation granted during one year shall not be reduced subsequently.

As regards benefits paid by the government and payable to retirees for service credited between June 30, 1982 and January 1, 2000, the government shall discuss with the unions referred to in this letter of intent, when the aforementioned conditions are met, the possibility of enhancing the indexation clause in the same manner as it has been enhanced for benefits paid by participants.

Where benefits paid by the government and payable to retirees with respect to the service credited between June 30, 1982 and January 1, 2000 would not be enhanced, a transfer from the employees' contribution fund must be made to the employers' contribution fund so as to preserve the cost sharing of benefits prescribed by law, it being understood that the enhancement applies only to the portion of the benefits paid by participants. CARRA shall determine the amount to be transferred on December 31 preceding the benefit enhancement paid by participants and payable to retirees based on the method and assumptions of the most recent actuarial valuation. The amount shall be transferred within three months of the date on which CARRA assessed the amount to be transferred.

## **8. Amendments to the pension plans**

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

SCHEDULE A  
CONTRIBUTION FORMULA

A- A participant’s contribution to RREGOP is currently based on the following formula:

a) if pensionable salary < 35% of MPE

Contribution = 0

b) if pensionable salary > 35% of MPE

Contribution = Rate A x (pensionable salary – 35% of MPE)

Where:

MPE: Maximum pensionable earnings

Rate A: Contribution rate applicable to excess pensionable salary on 35% of MPE determined by CARRA during actuarial valuation

B- As of January 1, 2012, the contribution formula in point A shall be replaced by:

a) if pensionable salary < 35% of MPE

Contribution = Rate B x [pensionable salary – Z% of MPE] – Compensation

Compensation = MAXIMUM [0; Rate B x (pensionable salary – Z% of MPE)]

b) if pensionable salary > 35% of MPE

Contribution = Rate B x [pensionable salary – Z% of MPE] – Compensation

Compensation = MAXIMUM [0; Factor x (MPE – pensionable salary)]

Where:

Rate B: Contribution rate applicable to excess pensionable salary on Z% of MPE determined by CARRA during actuarial valuation

Z: Equals 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016

Factor: Factor determined every year by CARRA allowing contributors whose salary is lower than the MPE to make contributions that are essentially the same as under the current contribution formula (point A)

**APPENDIX 23****AMENDMENTS TO THE LETTER OF INTENT CONCERNING THE  
GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN  
(RREGOP) SIGNED ON JULY 9, 2010**

In the context of the implementation of the legislative provisions as a result of the signing of the letter of intent, two amendments are being made to the letter of intent.

First, a situation has been eliminated where a participant could not reach 38 years of credited service. In fact, considering the administrative impact of differentiating a long-term salary insurance benefit from a short-term salary insurance benefit, the privilege clause according to which “a person who receives a long-term salary insurance benefit cannot accumulate beyond 35 years of creditable service for pension calculation purposes” shall be abolished.

Second, a clarification was made about the objective sought by the parties concerning the elimination of recognized service in the form of pension credits. The wording should read as follows:

“As of January 1, 2011, no prior service shall be recognized in the form of pension credits under RREGOP, TPP and CSSP”.

**APPENDIX 24****LETTER OF AGREEMENT CONCERNING THE SETTING UP OF A  
“SPECIALIZED WORKMAN” TASK FORCE**

1. On the one hand, the government and, on the other hand, the Confederation of National Trade Unions (CNTU), the Centrale des syndicats du Québec (CSQ) and the Québec Federation of Labour (QFL), agree to set up an intersectorial joint task force composed of five (5) union representatives and of five (5) employer-group representatives. The mandate of the task force shall be to study the situation concerning the attraction and retention of manpower for specialized workman positions in the public and parapublic sectors found in the appendix of this letter of agreement. Where applicable, the task force shall specify the nature of the problems identified.
2. The task force shall table its joint or individual recommendations with the negotiating parties no later than December 31, 2011.

Appendix  
Specialized Workmen

#	Title	Civil Service	Health Social Services	School Support Staff	Collegial Support Staff
1	Insulator		6395		
2	Heavy Vehicle Driver/Heavy Vehicle and Equipment Operator, class II	459-20	6355	5308	C926
3	Heavy Vehicle and Equipment Operator, class I	459-15			
4	Automotive Body Repair and Repainting	436-10			
5	Cabinet Maker/Carpenter-Cabinet Maker	410-05	6365	5102	C716
6	Electrician	421-10	6354	5104	C702
7	Tinsmith		6369		
8	Bricklayer-Mason	414-10			
9	Machinist, Millwright	434-20	6353	5125	
10	Master Electrician/Electrician, principal class/Chief Electrician	421-05	6356	5103	C704
11	Master Refrigeration Machine Mechanic		6366		
12	Master Plumber/Master Pipe Mechanic		6357	5114	
13	Mechanic, class I	434-05		5106	
14	Garage Mechanic/Mechanic, class II	43410	6380	5137	
15	Stationary Engineer	417-05 to 417-95	6383	5107 to 5110	C726 to C744
16	Refrigeration Machine Mechanic/Air Conditioning Repairman/Refrigeration Mechanic	418-10	6352		
17	Maintenance Mechanic/Millwright		6360		C719
18	Carpenter/Shop Carpenter/Woodworker-Carpenter	410-10 410-15	6364	5116	C707
19	General Maintenance Workman/Certified Maintenance Workman	416-05	6388	5117	C708
20	Painter	413-10	6362	5118	C709
21	Plasterer		6368		
22	Plumber/Pipe Mechanic/Pipe Fitter/Plumbing-Heating Mechanic	420-05	6359	5115	C706
23	Airport Attendant	462-10			
24	Locksmith		6367	5120	
25	Welder/Blacksmith-Welder	435-10 435-05	6361	5121	
26	Glazier-Installer-Mechanic			5126	

**APPENDIX 25<sup>1</sup>****LETTER OF AGREEMENT CONCERNING SALARY RELATIVITY****1. Work Sequence**

The parties agree to carry out a salary relativity plan upon completion of the exercise to maintain salary relativity.

**2. Preparatory Work – Mixed Categories of Employment**

However, certain preparatory work could be conducted upon the signing of the collective agreement:

- identification of mixed categories of employment existing in 2001 for which there is insufficient information to evaluate them;
- carrying out of surveys for these categories of employment;
- evaluation of mixed categories of employment existing in 2001.

**3. Work Resulting from the First Exercise to Maintain Pay Equity**

Upon completion of the exercise to maintain pay equity, the new mixed categories of employment identified in that exercise shall be evaluated.

**4. Adjustments Resulting from Salary Relativity**

The parties shall discuss the salary adjustments that could result from salary relativity once pay equity is maintained by taking into account the principles and terms agreed between the parties.

**5. Task Force**

The parties agree to set up a task force to first carry out the work described under points 2 and 3 and then that under point 4. The representatives of each party and the operating rules shall be determined.

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<sup>1</sup> This appendix is not an integral part of the agreement.