

**Agreement concluded**

**between**

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

**and**

**the Centrale des syndicats du Québec on behalf of  
the professionals' unions represented by its bargaining agent,  
the Fédération des professionnelles et professionnels de l'éducation  
du Québec (CSQ)**

**2020-2023**

Produced by the Management Negotiating Committee  
for English-language School Boards (CPNCA)  
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**CHAPTER 1-0.00                    GENERAL PROVISIONS**

**ARTICLE 1-1.00            DEFINITIONS**

**1-1.01        Principle**

Unless the context indicates otherwise, for the purpose of applying this agreement, the words, terms and expressions which are defined hereinafter have the meaning and the application respectively attributed to them.

**1-1.02        QESBA**

The Quebec English School Boards Association.

**1-1.03        Assignment**

Position to which a professional is appointed.

**1-1.04        Year of service**

Any period of 12 full months in the employ of the board on a full-time or part-time basis.

**1-1.05        Year of experience**

A period of 12 months of full-time employment or its equivalent in the service of an employer and recognized as such according to article 6-2.00.

**1-1.06        School year or work year**

The period included between July 1 of one year and June 30 of the following year.

**1-1.07        Provincial Relocation Bureau or Bureau**

The body composed of all the English-language boards, the QESBA and the Ministère the function of which, among others, is to relocate employees placed on availability.

**1-1.08        Centrale or CSQ**

The Centrale des syndicats du Québec.

**1-1.09        Placement**

Assignment of a step in a salary scale to a professional.

**1-1.10 Classification**

The employment group to which a professional belongs.

**1-1.11 Management Negotiating Committee for English-language School Boards or CPNCA**

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

**1-1.12 Board**

The school board bound by this agreement.

**1-1.13 Spouse**

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 or the same sex and have been living together in a conjugal relationship for at least one year.

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

**1-1.14 Employment group**

One of the employment groups found in the Classification Plan.

**1-1.15 Step**

A division of the salary scale in which a professional is placed in accordance with Chapter 6-0.00.

**1-1.16 Fédération or FPPE**

The Fédération des professionnelles et professionnels de l'éducation du Québec (CSQ).

**1-1.17 Duties**

All the tasks that the board entrusts to the professional within the scope of the characteristic duties of one or several employment groups.

**1-1.18 Grievance**

Any disagreement related to the interpretation or application of this agreement.

**1-1.19 Working days**

For the purposes of computing time limits, the days from Monday to Friday inclusively with the exception of the paid legal holidays proclaimed by the civil authority and the days mentioned in article 8-2.00.

**1-1.20 Ministère**

The Ministère de l'Éducation (MEQ).

**1-1.21 Minister**

The Minister of Education.

**1-1.22 Transfer**

Movement of a professional to an employment group which differs from the one to which he or she belonged.

**1-1.23 Classification Plan**

Document of the CPNCA entitled "Classification Plan for Professionals of English-language School Boards" (November 10, 2015 edition) in effect on the date of the coming into force of this agreement.

**1-1.24 Position**

A position is made up of the following three elements: the duties assigned to the professional, his or her place or places of work including the principal place of work and the department to which he or she belongs.

**1-1.25 Vacant position**

A position not occupied by anyone and which has not been filled by the board.

**1-1.26 Professional**

A person carrying out duties in an employment group found in the Classification Plan.

**1-1.27 Reassignment**

A change in position within the same employment group.

**1-1.28 Education sector**

School boards, school service centres and colleges within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

**1-1.29 Public and parapublic sectors**

A school board, school service centre, college or institution within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2) as well as government agencies subject to the Act and the civil service of Québec.

**1-1.30 Trainee**

A person who is serving an internship in order to obtain a university degree or a permit issued by a professional association and who is not engaged by the board as a professional.

**1-1.31 Union**

The association of employees certified under the Labour Code (CQLR, chapter C-27) and bound by this agreement.

**1-1.32 Hourly rate**

Salary divided by 1 826.3.

**1-1.33 Salary**

Remuneration in legal currency to which a professional is entitled according to his or her step in the salary scale found in Chapter 6-0.00.

**1-1.34 Total salary**

Total remuneration in legal currency to be paid to the professional under this agreement.

**1-1.35 Bargaining unit**

All the professionals in the service of the board covered by the certification held by the union.

**ARTICLE 1-2.00 NULLITY OF A CLAUSE, INTERPRETATION, TRANSMISSION OF INFORMATION, RULES OF WRITING AND "PROTOCOL"****1-2.01 Nullity of a clause**

The nullity of a clause of this agreement shall not entail the nullity of any other clause or of this entire agreement.

**1-2.02 Interpretation**

Each clause of this agreement shall be interpreted in relation to the other clauses of this agreement by attributing to each the meaning which arises from the contract as a whole.

**1-2.03 Transmission of information**

For the purposes of this agreement, the use of a fax or e-mail constitutes, where applicable, and unless specified to the contrary, an acceptable means of transmitting a written notice, advance notice or request.

**1-2.04 Rules of writing**

The rules of writing apply to the French text only.

In this agreement and for the sole purposes of making the agreement easier to read, the provincial negotiating parties agreed to adopt the practice of spelling out the numbers zero through nine and using numerals thereafter.

For example:

- The expression "within fifteen (15) days" will be replaced by "within 15 days".
- "Duration equal to or greater than six (6) months" will be replaced by "duration equal to or greater than six months".

**1-2.05 "Protocol"**

All the clauses of this agreement which are marked "Protocol" are included in this agreement for the sole purpose of indicating to the board and to the union:

- a) the aims of the QESBA, the Ministère and the FPPE in negotiating and concluding agreements on the provisions of the collective agreements in the education sector;
- and
- b) the agreements concluded between the QESBA, the Ministère and the FPPE in specific cases.

They shall not be in any way the responsibility of the board or the union and shall not be subject to the procedure for settling grievances of this agreement.

**ARTICLE 1-3.00 DISAGREEMENTS****1-3.01**

The CPNCA and the Centrale may meet from time to time to discuss any question dealing with working conditions of professionals of boards in order to find the appropriate solutions. Any solution accepted in writing by the CPNCA and the Centrale may have the effect of subtracting from, modifying or adding a provision to this agreement.

In this respect, the CPNCA or the Centrale may request that a meeting take place between them. The meeting must take place within 15 days of receiving the request at a time and place determined by the parties.

Any solution agreed upon within the framework of this article shall bind the board, the union, the CPNCA and the Centrale as long as it is in writing and it is duly signed by the CPNCA and the Centrale.

**1-3.02**

The board and the union recognize the right of the CPNCA and the Centrale to deal with any question concerning the interpretation and application of the provisions of this agreement.

**1-3.03**

If one of the provisions of this agreement is considered discriminatory by a final judgement of a higher court (Superior Court, Court of Appeal, Supreme Court), the CPNCA and the Centrale agree to meet within the framework of this article.

**1-3.04**

The provisions of this article must not be interpreted as constituting a dispute as defined in the Labour Code (CQLR, chapter C-27).

**ARTICLE 1-4.00 LOCAL ARRANGEMENTS****1-4.01**

The board and the union must meet in order to negotiate and agree on local arrangements as long as one party has given the other a written notice of its intention to negotiate and agree on local arrangements within the time limit prescribed in subparagraph a) of clause 1-4.02.

**1-4.02**

In order to be valid, any agreement regarding local arrangements must meet the following requirements:

- a) it must be concluded within 60 days of the notice mentioned in clause 1-4.01, unless the board and the union agree to extend the time limit and it shall be concluded for the duration of this agreement;
- b) it must be in writing;
- c) it must be signed by the authorized representatives of the board and the union;
- d) it must be filed under the provisions of section 72 of the Labour Code (CQLR, chapter C-27);
- e) the date of the coming into force of such an agreement must be clearly and precisely specified therein.

**1-4.03**

No provision of this article may give rise to the right to strike or lockout.

**1-4.04**

Any local arrangement may be cancelled, modified or replaced only with the written consent of the board and the union; this consent must comply with the requirements of subparagraphs b), c), d) and e) of clause 1-4.02.

**1-4.05**

Any local arrangement concluded in the context of this article is an integral part of this agreement.

**1-4.06**

As long as the board and the union have not negotiated and agreed on arrangements in accordance with this article, all the clauses of this agreement apply.

**1-4.07**

A local arrangement has no effect insofar as it modifies the scope of a stipulation of this agreement which is not likely to be the subject of a local arrangement.

**ARTICLE 1-5.00      APPENDICES****1-5.01**

The appendices are an integral part of this agreement, unless indicated otherwise.

**ARTICLE 1-6.00      PRINTING AND TRANSLATION****1-6.01**

This agreement is available on the Websites of the Management Negotiating Committees in the education sector and the Fédération. The board and the union may also agree to make it accessible through a school board link.

**1-6.02**

The cost of printing the administrative copies of this agreement shall be assumed by the CPNCA.

The copies shall be forwarded to the FPPE in sufficient quantity (200 copies in French and 100 copies in English) to allow distribution to the unions it represents for the union delegates and assistant union delegates.

**1-6.03**

The French version constitutes the official text of this agreement. However, the Centrale and the CPNCA shall agree on an English version of this agreement for administrative purposes.

**1-6.04**

This agreement shall be translated into English at the expense of the CPNCA. The English version must be made available to English-speaking professionals and to the Centrale as quickly as possible.



**ARTICLE 1-7.00 BUDGETARY RULES****1-7.01**

Upon the union's written request to the board, the board shall forward, as soon as it receives the draft budgetary rules from the Ministère for consultation, a copy to the union and inform it of the time limits set by the Ministère in which to respond to the consultation. The union must, within the time limit allotted, forward the comments it deems appropriate to the board.

**1-7.02**

If the union has forwarded a request to the board under the preceding clause, as soon as the board receives the budgetary rules from the MEQ, it shall forward to the union the following documents<sup>1</sup> containing information on how to apply them in the board:

- consultation parameters, Document B: Calculation of basic allocation for the organization of services and school tax revenue;
- consultation parameters, Document C: Calculation of adjustments to basic allocations for educational activities;
- consultation parameters, Document F: Calculation of basic allocation for educational activities for general education adult sector;
- consultation parameters, Document G: Calculation of basic allocation for vocational training activities.

**ARTICLE 1-8.00 DURATION OF THIS AGREEMENT****1-8.01**

This agreement comes into force on the date it is signed and shall have no retroactive effect, unless there are specific stipulations to the contrary.

**1-8.02**

This agreement expires on March 31, 2023 and upon its expiry, the provisions continue to apply until a new agreement is signed.

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<sup>1</sup> Should a change occur in the name or title of a document, an equivalent document will be forwarded.

**1-8.03**

The coming into force of this agreement, unless specifically stipulated otherwise, must in no way permit the accumulation of the benefits prescribed therein with those of the agreement it replaces. However, the time limits prescribed in the former agreement applicable to disciplinary measures, dismissal procedures or grievance procedures begun before the coming into force of this agreement continue to apply to such disciplinary measures, dismissals or grievances.

**CHAPTER 2-0.00 JURISDICTION****ARTICLE 2-1.00 FIELD OF APPLICATION****2-1.01**

This agreement applies to all professionals, employees within the meaning of the Labour Code (CQLR, chapter C-27), employed directly by the board and covered by the certification issued to the union, the foregoing subject to the following clauses.

**2-1.02**

This agreement does not apply to trainees.

**2-1.03**

This agreement applies to regular professionals. However, unless this agreement specifically stipulates otherwise, part-time regular professionals and full-time regular professionals whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00 shall be entitled to the following benefits in proportion to the regular hours prescribed in their schedule:

- a) salary;
- b) salary insurance plan;
- c) vacation.

**2-1.04**

A professional engaged for a period equal to or greater than six months as a substitute or supernumerary professional shall be covered by this agreement for the duration of his or her engagement, unless this agreement specifically stipulates otherwise, with the exception of the following subjects:

- a) long-term leaves for union activities;
- b) priority and security of employment;
- c) public office;
- d) extension of maternity, paternity or adoption leave except for the extension provided for in paragraph B) of clause 7-2.33.

However, unless this agreement specifically stipulates otherwise, substitute or supernumerary professionals whose regular workweek includes fewer hours than those prescribed in article 9-1.00 shall be entitled to the following benefits in proportion to the number of regular hours prescribed in their schedule:

- a) salary;
- b) salary insurance plan;
- c) vacation.

### **2-1.05**

The professional engaged for less than six months as a substitute or supernumerary professional shall only be entitled, for the duration of his or her engagement, to the application of those clauses where he or she is expressly designated as well as the clauses pertaining to the following subjects:

- a) nondiscrimination;
- b) salary in proportion to the hours worked;
- c) the duration of the workweek and overtime;
- d) payment of salary;
- e) union dues;
- f) parental rights according to the terms and conditions prescribed in article 7-2.00, if he or she is engaged for three months or more;
- g) the regional disparities benefits according to the terms and conditions prescribed in Chapter 10-0.00;
- h) health and safety;
- i) travel expenses;
- j) civil responsibility;
- k) the procedure for settling grievances and arbitration as regards the rights recognized under this clause;
- l) equal opportunity;
- m) psychological harassment;
- n) regulations concerning absences;

- o) extent of responsibility;
- p) professional responsibility;
- q) recognition of experience upon engagement;
- r) recognition of schooling;
- s) practice of the profession.

The professional shall be entitled to an increase of 9% of the salary applicable to him or her in lieu of all fringe benefits, including insurance plans. The 9% increase shall be distributed over all of his or her salary payments. As of April 1, 2022, the increase shall be 11%. Upon the professional's termination of engagement, he or she shall also be entitled to an amount of 8% of the salary received for vacation purposes.

The provisions of this agreement dealing with the application and interpretation of a professional's rights under this clause apply for those purposes.

## **ARTICLE 2-2.00      RECOGNITION**

### **2-2.01**

The union recognizes the board's right to direct, administer and manage, subject to the provisions of this agreement.

### **2-2.02**

The board recognizes the union as the exclusive collective representative of the professionals governed by this agreement for the purpose of its application.

This recognition applies in particular to the conclusion of local arrangements.

### **2-2.03**

The board and the union recognize the CPNCA and the Centrale for the purposes of assuming, on their behalf, the responsibilities which certain clauses of this agreement entrust specifically to them.

**CHAPTER 3-0.00                    UNION PREROGATIVES****ARTICLE 3-1.00            UNION SYSTEM****3-1.01**

Every professional who is a member of the union must so remain for the duration of this agreement.

**3-1.02**

Every professional who is not a member of the union and later becomes one must so remain for the duration of this agreement.

**3-1.03**

Every professional engaged after the date of the coming into force of this agreement must sign the union membership application form provided by the union.

The board shall forward to the union the form signed by the professional within 10 days of the professional's entry into service.

If the union accepts his or her application, the professional must remain a member of the union for the duration of this agreement.

**3-1.04**

The fact that a professional is refused as a member of the union or that he or she is expelled or resigns from the union shall in no way affect his or her employment ties as a professional.

**ARTICLE 3-2.00            DEDUCTION OF UNION DUES****3-2.01**

The board shall deduct from the total salary of each professional covered by certification and governed by this agreement an amount equivalent to the regular union dues which the union sets for its members.

**3-2.02**

Upon written notice to this effect, the board shall also deduct special union dues.

**3-2.03**

Every notice of deduction for regular dues comes into force on the 30<sup>th</sup> day after it is received by the board or on the 45<sup>th</sup> day after it is received by the board for special dues.

**3-2.04**

The union shall send a written notice to the board indicating:

- a) the amount or rate of the regular or special union dues;
- b) the date of the first deduction, subject to clause 3-2.03;
- c) the number of consecutive pays over which the dues will be distributed;
- d) the name and address of the collection agent.

**3-2.05**

Within 15 days of the collection, the board shall give the union or the collection agent a cheque for the amount deducted as union dues. If agreed with the collection agent, the board may also use direct deposit.

**3-2.06**

The cheque or direct deposit must include a stub containing the following information:

- a) the month in question or pay period concerned;
- b) the total amount levied;
- c) the number of contributors;
- d) the deduction rate applied;
- e) the list of contributing professionals, indicating for each:
  - i) the surname and given name;
  - ii) the internal identification number;
  - iii) the annual salary;
  - iv) the salary on which the deduction is based for the period concerned;
  - v) the amount deducted;

- vi) the date of entry into service as a professional or the date of a professional's departure, if it is included in the period covered by this list;
- f) the total salary on which the deduction is based for the current calendar year for all professionals;
- g) the total amounts deducted as union dues for the current calendar year for all professionals.

**3-2.07**

If the union has appointed a collection agent, the board shall forward a copy of the accompanying stub to the union at the same time as to the collection agent.

**3-2.08**

For each contributor, the board shall indicate on the T4 slips and on the relevé 1 (for income tax purposes) the total amount deducted as union dues.

**3-2.09**

When the board or the union requests the Tribunal administratif du travail to rule on whether a person considered as belonging to a bargaining unit must be excluded therefrom or on whether a person considered as not belonging to a bargaining unit must be included therein, the date on which the Tribunal administratif du travail renders a decision shall represent the end of the period during which dues may be collected for the person who has been excluded or the beginning of the period during which dues may be collected for the person who is included in the bargaining unit.

**3-2.10**

The union shall undertake to pay back directly to a professional who is excluded from the bargaining unit in accordance with clause 3-2.09 the extra dues deducted, where applicable, taking into account the proportion of his or her total salary for which dues may be collected.

**3-2.11**

The union shall assume the case of the board for any claim contesting a deduction made and remitted in accordance with this article and shall agree to pay the board any amount for which it may be liable under a final judgment.



**ARTICLE 3-3.00      UNION DELEGATE****3-3.01**

The union shall appoint a professional employed by the board as a union delegate to represent it at the board for purposes of applying this agreement.

His or her duties among others shall be:

- a) to assist a professional in the preparation, presentation, discussion and arbitration of his or her grievance;
- b) to ensure the respect of the professional's rights under this agreement;
- c) to investigate any alleged violation of this agreement and any situation that a professional indicates as being inequitable;
- d) to distribute throughout his or her board documentation issued by the union, the Fédération or the Centrale;
- e) to hold information and consultation sessions.

**3-3.02**

The union may appoint an assistant union delegate to perform the duties of the union delegate in his or her absence. This assistant union delegate must be a professional employed by the board.

The union may also appoint an assistant union delegate for each of the departments in which there are at least 15 professionals.

The union may not, however, appoint more than four assistant union delegates as a result of the application of this clause.

For purposes of this clause, department designates one of the following four sectors: administrative services, educational services, student services or adult education services.

**3-3.03**

The union shall inform the board in writing of the name of its union delegate and his or her assistant union delegates within 30 days of their appointment and shall inform the board of any change without delay.

The union shall designate among the assistant union delegates the one who will act in the absence of the union delegate.

**3-3.04**

The union delegate or assistant union delegate shall perform his or her duties outside of his or her working hours.

However, after having notified his or her immediate superior within a three-working day time limit prior to the meeting, the union delegate or, in his or her absence, the assistant union delegate may be absent from work without loss of salary or reimbursement by the union to accompany a professional to present and discuss a grievance with the board's representative.

If it becomes necessary for the union delegate or, in his or her absence, the assistant union delegate to leave work in order to perform his or her duties, he or she may do so after having given prior written notification to his or her immediate superior. Barring circumstances beyond control or unless there is an agreement to the contrary, such written notification must be given two working days in advance. Every absence shall be deducted from the bank of days for union activities provided for in clause 3-4.08 and shall be reimbursed according to the terms and conditions prescribed in clause 3-4.10.

**3-3.05**

In his or her dealings with the board or its representatives, the union delegate or, in his or her absence, the assistant union delegate may be accompanied by a union representative. However, barring circumstances beyond control, the board must be informed at least three working days prior to the meeting whether the union delegate or assistant union delegate will be accompanied.

If the person who accompanies the union delegate is a professional in the same board as the latter, his or her absence shall be deducted from the bank of days for union activities provided for in clause 3-4.08 and shall be reimbursed according to the terms and conditions prescribed in clause 3-4.10.

**ARTICLE 3-4.00 LEAVES OF ABSENCE FOR UNION ACTIVITIES****3-4.01**

A professional whose presence is required by the union at a meeting with the board to settle a grievance may, without loss of salary or reimbursement by the union, be absent from work in order to attend such a meeting.

In this respect, the board and the union shall agree in advance on the number of professionals who will be attending the meeting.

**3-4.02**

Union representatives officially appointed to a joint committee provided for in this agreement may be absent from work without loss of salary or reimbursement by the union, the Fédération or the Centrale to attend this committee's meetings.

Each authorized union representative must inform his or her immediate superior at least five days in advance, of the name of the committee in question and of the anticipated duration of the meeting.

### 3-4.03

- a) When a hearing in the presence of an arbitrator appointed under the terms of this agreement is held during working hours, the professional who is a plaintiff or witness at the hearing shall obtain permission to be absent without loss of salary or reimbursement by the union for the period of time deemed necessary by the arbitrator.
- b) When a hearing of an administrative tribunal, other than an arbitration session, is held during working hours and the fact that the hearing arises from his or her status as an employee, the professional who serves as a witness at the hearing shall obtain permission to be absent without loss of salary or reimbursement by the union for the period of time deemed necessary by the tribunal.
- c) Every professional who is not released from his or her duties and whose presence is required to act as an advisor during an arbitration session before an arbitrator shall obtain from the authority designated by the board permission to be absent without loss of salary or reimbursement by the union, the Fédération or the Centrale.

### 3-4.04

Before May 1, the union, the Fédération or the Centrale shall inform, in writing, the board of the surname and given name of the professional who intends to assume union duties.

The union, the Fédération or the Centrale shall obtain a full-time leave of absence for a complete school year for a regular professional to whom it intends to assign union duties.

The request for the full-time leave must be submitted to the board before June 1. It shall be renewed annually in the same manner.

The union, the Fédération or the Centrale may agree with the board on any other type of leave for a professional. However, any request for leave made after June 1 shall be subject to the board's ability to find an adequate replacement.

### 3-4.05

The professional who obtains a leave for union activities shall continue to receive his or her salary from the board and the benefits to which he or she is entitled under this agreement.

### 3-4.06

The union, the Fédération or the Centrale shall reimburse the board for the salary, premiums and employer contributions paid by the board for the professional according to the terms and conditions determined at the time of the request for a leave.

**3-4.07**

Upon his or her return, the professional shall be reinstated in his or her employment group. He or she shall resume the same position or another position to which he or she is reassigned by the board.

**3-4.08**

The union delegate or a professional appointed by the union, the Fédération or the Centrale as a union representative may be absent from work in order to carry out a union mandate.

These absences must be authorized in writing by the union, the Fédération or the Centrale and cannot exceed 34 working days per school year for all the professionals of a bargaining unit.

Once the number of days is reached, a professional must obtain the board's permission to be absent from work to carry out a union mandate under this clause.

**3-4.09**

A professional who is elected member of the union executive may be absent from work to carry out his or her duties.

The union shall inform the board in writing of the name of the member of the union executive within 30 days of the appointment and shall inform the board without delay of any change.

Moreover, at the beginning of the school year, the union shall inform the board in writing of the list of union executive members prescribed in the bylaws of the union, the FPPE and the CSQ and of any change to the list.

**3-4.10**

During an absence provided for in clauses 3-4.08 and 3-4.09, the board shall continue to pay the professional his or her salary. The union shall reimburse 50% of the salary for the first 34 days of absence for all the absences provided for in clauses 3-4.08 and 3-4.09 per school year. Once the 34-day limit is exhausted, the union shall reimburse the board 100% of the salary.

**3-4.11**

The union shall obtain the leave of absence of a professional per bargaining unit as an official delegate of the latter to attend the conventions of the FPPE and the CSQ held once every three years.

The leave of absence shall be without loss of salary for the professional on leave and without reimbursement by the union, subject of the last paragraph of this clause.

The maximum number of days of leave authorized under the first paragraph of this clause cannot exceed four working days every three school years for both conventions.

In a board where a professional is already on leave for union activities when either one of the conventions is held, the union must obtain the permission of the board for the leave, even if the request for the leave is made three working days prior to the absence. This paragraph only applies to boards where there are fewer than 30 professionals.

During an absence provided for in this clause, the board shall continue to pay the professional his or her salary. When the board replaces the absent professional under this clause, the union shall reimburse the board 100% of the salary paid to the professional.

### **3-4.12**

Every absence provided for in clauses 3-4.08 to 3-4.11 shall be preceded by a written request. The board shall approve every request for absence if it is preceded by a three-working day<sup>1</sup> notice. If not, the absence must be authorized by the board.

### **3-4.13**

The professional on leave under clauses 3-4.01 to 3-4.03 of this article shall maintain his or her title of professional as well as all the rights and privileges under this agreement he or she would have if he or she were actually at work.

## **ARTICLE 3-5.00          USE OF BOARD PREMISES**

### **3-5.01**

At the request of the union delegate, the board shall provide free of charge to the union, in one of its buildings, a suitable and available room for the holding of a union meeting.

For this purpose, the board must be notified in advance. The notice must be of at least 48 hours in the case of a general meeting of all the members of the bargaining unit or the union.

### **3-5.02**

The union must take the necessary measures to ensure that the room thus used is left neat and clean.

### **3-5.03**

Following an agreement between the board and the union, the board shall provide free of charge, in one of its buildings, a suitable and available room for the union secretariat.

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<sup>1</sup> Read five working days for leaves to attend the conventions of the FPPE or the CSQ.

**ARTICLE 3-6.00      COMMUNICATION AND POSTING****3-6.01**

The union may post on the bulletin boards installed by the board, in appropriate places in the buildings that it occupies, any document of a professional or union nature bearing the name of the union, the Fédération or the Centrale. A copy of the document must be given to the competent authority of the board.

**3-6.02**

If the board must post documents under this agreement, it shall post them in all the institutions where there is a professional in its employ.

**3-6.03**

The board recognizes the union's right to ensure the distribution of documents and notices of the same nature to each professional even on the working premises, but outside of the time during which he or she is working.

**3-6.04**

The union may distribute any document of a professional or union nature to professionals by placing it in their offices or in their mail boxes.

**3-6.05**

Following an agreement between the board and the union concerning the terms and conditions of use, the union may use, without charge, the internal mail service already established by the board within its territory.

To this end, the union shall comply with the deadlines and procedures of such a service.

The union shall release the board from any civil responsibility for any problem it might encounter in using the internal mail service of the board, except the responsibility arising from a serious error or gross negligence.

**ARTICLE 3-7.00      DOCUMENTATION****3-7.01**

Before October 31 of each year, the board shall forward to the union two copies of the list of professionals indicating for each professional:

- a) his or her name at birth and first name;
- b) date of birth;
- c) sex;
- d) address;
- e) internal identification number;
- f) telephone number;
- g) date of entry into service at the board;
- h) placement;
- i) salary;
- j) status of engagement;
- k) employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- l) number of sick-leave days to his or her credit on the preceding June 30;
- m) identification of pension plan.

**3-7.02**

Every month, the board shall inform the union in writing of the changes made to the list in clause 3-7.01.

**3-7.03**

The board shall forward to the union and the union delegate a copy of every document pertaining to this agreement and any directive or document of a general nature that it forwards to professionals.

The board shall also forward to the union delegate a copy of the agenda and minutes of the meeting of the council of commissioners or of the executive committee.

**3-7.04**

At the request of the union delegate to this effect, the board shall send him or her a copy of the budgetary forecasts and the statement of annual revenues and expenses approved as public documents by the board.

**3-7.05**

The union shall be entitled to all the rights of a taxpayer as regards the consultation of the minute book of the board.



**CHAPTER 4-0.00                      CONSULTATION****ARTICLE 4-1.00                      LABOUR RELATIONS COMMITTEE****4-1.01**

Within 30 working days of the request of the board or the union, the parties shall establish an advisory Labour Relations Committee for the duration of this agreement.

**4-1.02**

The Labour Relations Committee shall be composed of a maximum of three<sup>1</sup> professionals chosen by and from among the members of the union in the employ of the board and of a maximum of three<sup>1</sup> board representatives.

**4-1.03**

Within 10 days of the request of one of the parties, the Labour Relations Committee shall meet to discuss any matter concerning labour relations or a policy having a bearing on professional activities. The board shall provide the union with the information relevant to the consultation when a meeting of the Labour Relations Committee is called for this purpose.

**4-1.04**

A report must be drafted after each meeting and sent to the appropriate decision-making body.

**4-1.05**

At a subsequent meeting of the Labour Relations Committee, the union representatives may require from the board representatives explanations about a decision of the board on a matter previously discussed by the Labour Relations Committee.

**4-1.06**

Each party to the Labour Relations Committee shall make its position known, regardless of the number of its representatives on the committee.

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<sup>1</sup> Read "four" for the English Montreal School Board.

**4-1.07**

The professional whose case is on the agenda of the Labour Relations Committee is so notified by the party which enters his or her case on the agenda. The professional may, at his or her request, attend the portion of the meeting of the Labour Relations Committee during which his or her case is discussed.

**4-1.08**

The meetings of the Labour Relations Committee may be held during working hours.

**4-1.09**

This article shall not prevent the union or the professional from availing themselves of the grievance procedure when this agreement grants this right.

**4-1.10**

Subject to the provisions of this article, the Labour Relations Committee shall be responsible for its internal management.

**4-1.11**

At any meeting of the Labour Relations Committee, each party may call upon a resource person whose presence is necessary to discuss a subject on the agenda, provided that it advise the other party of the name of the resource person at least two working days in advance. If the person is a professional of the board called upon by the union and must be absent from work, his or her absence shall be deducted from the bank of leaves for union activities provided for in clause 3-4.08 and shall be reimbursed according to the terms and conditions prescribed in clause 3-4.10.

**ARTICLE 4-2.00      PROFESSIONAL CONSULTATION****4-2.01**

The board shall consult the professionals concerned on matters of an educational nature agreed to in writing by the Labour Relations Committee.

**4-2.02**

During the month of September of each year, members of the professional staff of each school shall elect their representative to the governing board.

If there is only one professional in a school, he or she shall be the designated representative to the governing board.

The election of a representative to the governing board shall be held outside regular working hours. Election procedures concerning the convocation, quorum, method of voting, required majority and overseeing conduct of election shall be conveyed by the union to the board within 30 days of the signing of this agreement.

**ARTICLE 4-3.00        REPRESENTATIVES ON THE BOARD-LEVEL PARITY COMMITTEE AND ON THE SCHOOL-LEVEL COMMITTEE DEALING WITH AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES**

**4-3.01**

The union shall designate, according to the terms and conditions it determines, its representative on the board-level parity committee when the union is invited to attend. The professional shall be chosen from among the professionals employed by the board.

**4-3.02**

The union shall designate, according to the terms and conditions it determines, its representative on the school-level committee when professional staff is invited to attend. The professional shall be chosen by and from among the professionals of that school working regularly with at-risk students and students with handicaps, social maladjustments or learning difficulties. If only one professional works in a school or centre, he or she shall be the designated representative on the school-level committee.

**CHAPTER 5-0.00 EMPLOYMENT SYSTEM****ARTICLE 5-1.00 STATUS UPON ENGAGEMENT****5-1.01**

A professional may be engaged with the status of a regular, substitute or supernumerary employee.

**5-1.02**

A regular professional is engaged as such and is not a substitute or a supernumerary professional.

**5-1.03**

A substitute professional is engaged to replace an absent professional or a professional on an authorized leave under the terms of this agreement.

**5-1.04**

A supernumerary professional is engaged to provide assistance because of a temporary increase in workload or for a special project of a temporary nature.

The period of engagement of a supernumerary professional engaged because of a temporary increase in workload cannot exceed six months, unless there is an agreement between the board and the union to extend this period.

The period of engagement of a supernumerary professional engaged for a special project of a temporary nature cannot exceed 12 months. If the board decides to renew the same special project of a temporary nature for a second or third additional period not exceeding 12 months each, the supernumerary professional who held the position before it was renewed shall benefit from a priority of engagement for the position as a supernumerary professional. If the board decides to renew the same special project of a temporary nature for an additional period within a fourth consecutive school year, the supernumerary professional who held the position before it was renewed shall benefit from a priority of engagement for the position as a regular professional, unless there is an agreement to the contrary between the board and union.

Notwithstanding the foregoing, all the projects referred to in the preceding paragraph for which the 36-month period ends on or after March 1 may be extended until the end of the current school year without having to create a regular position. However, if the board intends to renew the position linked to the project beyond the current school year, the latter becomes a regular professional position. The professional hired in the context of this project who held the position before it was renewed shall benefit from a priority of engagement for the position. Failing to assign the position in this manner, it becomes a regular professional position to be filled, unless there is an agreement to the contrary between the board and the union.

**5-1.05**

A professional is either on a full-time or part-time basis.

**5-1.06**

A full-time professional is a substitute or supernumerary professional whose regular workweek is 35 hours and a regular professional whose regular workweek includes 75% or more of the 35 hours.

**5-1.07**

A part-time professional is a professional whose regular workweek includes fewer hours than the hours prescribed for the full-time professional of the same status.

**ARTICLE 5-2.00      ENGAGEMENT****5-2.01**

The engagement of a regular professional shall be for a complete school year or to finish a school year, subject to the other provisions of this agreement.

Once the engagement terminates, it shall be renewed for the following school year, subject to the other provisions of this agreement.

**5-2.02**

The probation period of a full-time or part-time regular professional shall be 12 months beginning on the date of his or her entry into service with the board as a regular professional. However, a regular professional shall undergo one probation period only.

During the probation period, the board may decide to terminate the employment of a professional upon written notice<sup>1</sup> sent no later than 14 days before the expiry of the probation period. The notice must contain the reason or reasons underlying the decision to terminate the employment.

No grievance may be lodged against the board with respect to this clause, except for the procedure prescribed in this clause.

Any absence of the professional shall interrupt the probation period and shall prolong it for a period equal to the duration of the absence.

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<sup>1</sup> This notice cannot be sent by e-mail.

**5-2.03**

Notwithstanding the provisions of clause 5-2.02, the professional engaged under the security of employment procedures shall not be subject to the probation period.

**5-2.04**

The engagement of a substitute or supernumerary professional shall be for a specific period.

**5-2.05**

The engagement of every professional hired after the date of the coming into force of this agreement shall be made by letter of engagement, before the entry into service, on the form provided below. The letter of engagement shall be considered as a contract and has the same legal value. The letter of engagement shall be forwarded to the union and to the professional within 30 days of the professional's first day of work. A scanned copy of the letter of engagement may be sent by e-mail.

LETTER OF ENGAGEMENT

The \_\_\_\_\_ with its  
(name of school board)

head office at \_\_\_\_\_ engages the services  
of:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

1. Status of professional:

- a) regular
- supernumerary
- substitute  person replaced: \_\_\_\_\_
- b) full-time
- part-time

2. For the regular professional, indicate the number of hours of the workweek: \_\_\_\_\_

3. For a substitute or supernumerary professional, indicate the duration of engagement:  
\_\_\_\_\_

4. Date of entry into service with the board: \_\_\_\_\_

5. Date of entry into service with the board as a professional: \_\_\_\_\_

6. Classification, placement and salary upon engagement:

Employment group: \_\_\_\_\_

Step: \_\_\_\_\_ Annual salary: \_\_\_\_\_

7. Group contract:

The professional acknowledges having been informed by the board of the Website address where he or she can read the agreement. The contracting parties declare that the provisions of this letter of engagement are subject to the provisions of the collective agreement.

8. Special provisions:

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9. Signature of school board

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c.c.: Union



**5-2.06**

Within 10 days of forwarding the letter of engagement, the board shall inform the professional and the union, in writing, of the following points:

- a) the date of his or her engagement;
- b) the date of his or her entry into service;
- c) his or her status of engagement;
- d) his or her salary;
- e) the employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- f) his or her department;
- g) the nonexhaustive list of his or her duties;
- h) his or her principal place of work;
- i) the name of his or her immediate superior;
- j) his or her placement;
- k) an indication of whether he or she performs his or her duties during the day, evening or day and evening.

Subsequently, the board shall inform the professional of every change which occurs in the subjects listed above.

The board shall inform a substitute or supernumerary professional in writing of the approximate number of hours, days, weeks or months included in the term of his or her engagement.

**5-2.07**

A professional must, upon his or her engagement, produce an attestation of his or her qualifications and experience. At the written request of the board, he or she may be required to produce one or more other relevant attestations. Failure to produce such attestations within 30 days of the date of engagement may constitute cause for the cancellation of his or her engagement, unless he or she is unable to do so due to circumstances beyond his or her control.

The professional shall be obliged to declare to the board any severance pay which he or she has received under an employment security plan applicable in the education sector.

The board may cancel the engagement at any time in the case of fraud. The burden of proof lies with the board.

**5-2.08**

At the time of engagement, the board which offers a position to a professional shall inform him or her of the Website address where he or she can read the agreement.

**ARTICLE 5-3.00          REGULAR PROFESSIONAL POSITION TO BE FILLED****Section I -      Regular position****5-3.01**

Nothing in this article shall have the effect of preventing the board from first proceeding with transfers and reassignments in accordance with article 5-4.00.

**5-3.02**

When the board decides to fill a vacant regular professional position or a new full-time or part-time regular professional position of 21 hours or more, it shall proceed as follows:

- a) for a full-time regular professional position, it shall assign a professional on availability to the position;

    failing to fill the position according to the preceding subparagraph a), the board shall post the position and shall then proceed in the following manner:

- b) for a full-time regular professional position, it shall offer the position to the professional who benefits from a right to return under clause 5-6.16;
- c) for a full-time regular professional position, it may assign a person already in its employ who has acquired tenure;
- d) it shall offer the position to a part-time regular professional who is employed by the board or nonreengaged because of surplus of personnel during the two years preceding the date of the position opening and who accumulated in this capacity since the last date he or she entered the service of the board the equivalent of 104 complete weeks of continuous service, including the number of hours prescribed in article 9-1.00.

    The professional who obtains a full-time position under subparagraph d) becomes a tenured professional within the meaning of the first subparagraph of paragraph a) of clause 5-6.02;

- e) for a full-time regular professional position, it shall proceed through the Bureau and shall offer the position to a professional on availability from another school board or a school service centre referred by the Bureau;
- f) for a full-time regular professional position, it shall offer the position to another professional on availability from another school board or teaching institution in the education sector;

- g) for a full-time regular professional position, it shall carry out a recall from among its nonreengaged and unemployed professionals who are still benefiting from clause 5-6.06. As of a professional's engagement under this clause, the continuous service that he or she accumulated as a full-time regular professional at the board before his or her last nonreengagement for reasons of surplus shall be recognized;
- h) it shall offer the position to a professional who has accumulated, during the past 36 months, the equivalent of 18 months of service with the board in a supernumerary or substitute professional position.

In all these cases, the professional must meet the requirements of the position to be filled determined by the board.

### **5-3.03**

The posting carried out by the board within the framework of clause 5-3.02 must contain, among other things, a summary description of the position, the status of engagement, the necessary qualifications and the requirements of the position.

## **Section II - Substitute or supernumerary professional position**

### **5-3.04**

When the board decides to fill a position by engaging a substitute or supernumerary professional, within the meaning of clauses 5-1.03 and 5-1.04 respectively, this article shall apply.

### **5-3.05**

Unless there is an agreement to the contrary between the board and the union, a priority of employment list shall be compiled for the purposes of granting substitute or supernumerary professional positions according to the cumulative duration of employment since July 1, 1989 calculated in years, months and days. The list in effect on June 30, 2021 shall be updated on July 1 of every year and a copy thereof shall be forwarded to the union before August 15.

If the professional does not work a regular workweek within the meaning of clause 9-1.02, the cumulative duration shall be calculated in proportion to the regular workweek.

### **5-3.06**

Eligibility criteria for the priority of employment list are:

- a) must have worked as a substitute or supernumerary professional for at least six months within the preceding 12 months;
- b) must not have received a negative evaluation;

- c) must not hold a regular professional position;
- d) must be chosen by the board to appear on the list.

**5-3.07**

When the board must fill a position within the framework of a project, an increase in workload or a replacement for a predetermined duration of at least six months within the same school year, it shall offer the position to the professional who has the most service as determined in clause 5-3.05 and who meets the requirements of the position to be filled as determined by the board.

**5-3.08**

If the same project, increase in workload or replacement reoccurs the following school year, the position shall be offered to the same professional who held the position during the preceding school year.

**5-3.09**

The name of a professional may be removed from the priority of employment list for one of the following reasons:

- a) refusing an offer of employment except for:
  - i) a maternity, adoption or paternity leave covered by the Act respecting labour standards (CQLR, chapter N-1.1);
  - ii) a disability within the meaning of clause 7-1.03 or an employment injury within the meaning of clause 7-1.49 which occurred at the board;
  - iii) a full-time position within the Centrale, the Fédération or the union;
  - iv) a reason agreed upon by the board and the union;
- b) acquiring a regular position;
- c) not having worked for a period of 24 months.

**5-3.10**

The board and the union may, within the framework of a local arrangement, agree to modify or replace clauses 5-3.05, 5-3.06, 5-3.07 and 5-3.09.

**5-3.11**

Should problems arise concerning the application of the priority of employment list, the CPNCA and the Centrale agree to meet to study the situation and, where applicable, propose solutions.

**ARTICLE 5-4.00 ASSIGNMENT, REASSIGNMENT AND TRANSFER****5-4.01**

The professional shall retain the assignment held on the date of the coming into force of this agreement, subject to the provisions of this article.

**5-4.02**

The board shall decide on assignment and reassignment. To this end, it shall take into account, among other things, the needs of the school system, the school organization, the type of students, the characteristics of the positions to be filled, the qualifications and competence of the professionals, the preferences of the professionals in its employ and, if necessary, seniority.

When the board decides that it is necessary to have specific requirements or new specific requirements or to modify the specific requirements, these requirements must be determined beforehand after consultation with the union and must be directly related to the needs to be filled either because of the students concerned or because of the very nature of the position.

Every reassignment shall be preceded by a consultation with the professional as well as a five-day written notice.

**5-4.03**

At the beginning of each school year, the board shall consult the professionals in each department on the objectives of the department. The board shall inform each professional of the objectives which it has determined for the department.

**5-4.04**

A professional may request a reassignment or transfer for good cause. The board shall give its response in writing.

Nevertheless, this clause shall not give rise to the application of clause 5-4.07 nor to any grievance or arbitration.

**5-4.05**

A professional may refuse his or her reassignment if he or she does not have the minimum qualifications required in the Classification Plan for the sector of activities concerned.

**5-4.06**

Nothing in the preceding clauses shall authorize a professional not to comply with the board's decision.

**5-4.07**

The professional concerned who, following a reassignment, feels that the board has abused its authority, particularly with respect to the criteria mentioned in the first paragraph of clause 5-4.02 may, in this case, submit a grievance in accordance with Chapter 11-0.00.

**5-4.08**

The board may change a professional from one employment group to another after having consulted him or her. The professional concerned shall be advised in writing at least 30 days in advance. This notice shall indicate his or her placement and his or her salary in the new employment group.

**5-4.09**

A professional may refuse a transfer in one of the following cases:

- a) if he or she does not have the minimum qualifications required in the Classification Plan for the new employment group to which he or she is transferred;
- b) if the maximum of the salary scale of the employment group to which he or she is transferred is less than the salary scale of his or her current employment group;
- c) if his or her salary as of July 1 which follows the transfer would be less than the salary he or she would receive on July 1 if he or she were not transferred.

**5-4.10**

The transferred professional shall be remunerated in accordance with the pertinent provisions of article 6-4.00.

**5-4.11**

If the board intends to reorganize a sector of activities, it must consult the professionals likely to be affected by this measure and inform them of the proposed reorganization.

This consultation includes the content of new positions as well as the reassignments and transfers involved.

**5-4.12**

A professional reassigned or transferred under this article shall be entitled to the moving expenses paid by the board under clause 5-6.25, under the conditions stipulated therein, if such reassignment or transfer requires his or her moving according to this same clause.

If the reassignment or transfer involves a distance of more than 50 kilometres by the shortest passable public road from the place where he or she worked and of more than 50 kilometres by the shortest passable public road from his or her domicile, the board must obtain the consent of the professional concerned.

The professional who is entitled to moving expenses under this clause shall receive from his or her board:

- a) a maximum of three working days without loss of salary for the sale of his or her residence which constitutes his or her domicile;
- b) a maximum of three working days without loss of salary to look for lodging. This three-day maximum does not include the duration of the return trip;
- c) a maximum of three working days without loss of salary to cover moving and settling in. The leave provided for in subparagraph h) of clause 7-3.02 shall be included in the leave provided for in this clause.

**5-4.13**

The board cannot grant a loan of services of a professional to another employer without first having obtained the consent of the professional concerned.

**ARTICLE 5-5.00      TECHNOLOGICAL CHANGES****5-5.01**

For the purpose of this article, the expression "technological changes" means the changes resulting from the introduction of new equipment or its modification used to produce goods or services and which modifies the duties entrusted to a professional or causes a reduction in the number of professionals.

**5-5.02**

The board shall inform the union in writing of its decision to introduce a technological change at least 90 days before the date foreseen for the implementation of such a change.

**5-5.03**

The notice mentioned in the preceding clause shall contain the following information:

- a) the nature of the change;
- b) the school or department concerned;
- c) the date foreseen for the implementation;
- d) the professional or group of professionals concerned.

**5-5.04**

At the union's request, the board shall inform the union of the effects of the technological changes foreseen on the working conditions or the security of employment, where applicable, of the professionals concerned; moreover, at the union's request, the board shall forward to the union the technical sheet of the new equipment, if it is available.

**5-5.05**

The board and union shall agree to meet within 45 days of the sending of the notice mentioned in clause 5-5.02; on this occasion, the board shall consult the union on the effects of the technological changes foreseen on the organization of work.

**5-5.06**

The professional whose duties are modified as a result of the implementation of a technological change shall receive, if necessary, the appropriate training, taking into account his or her capabilities. The costs of the training shall be borne by the board and shall usually be provided during working hours.

**5-5.07**

The parties may, by a local arrangement, agree on other terms and conditions concerning the implementation of a technological change.

**5-5.08**

The provisions of this article shall not have the effect of preventing the application of other provisions of this agreement, particularly those in articles 5-3.00 and 5-6.00.



**ARTICLE 5-6.00      PRIORITY AND SECURITY OF EMPLOYMENT****Section 1      General provisions****5-6.01**

- a) The professional on a leave with or without salary shall be considered as belonging to the employment group and the sector of activities, where applicable, in which he or she was classified at the beginning of his or her leave.
- b) When the board offers<sup>1</sup> the professional a position, it must send him or her a notice by registered mail, certified mail, delivered by hand or fax.
- c) The board shall forward to the union by June 30 the list of professionals nonreengaged or placed on availability.

**Section 2      Tenure****5-6.02**

- a) The tenured professional is a full-time regular professional who has completed at least two full years of continuous service with the board as a full-time regular professional or as a full-time regular employee in another position at the board since the date on which he or she last entered the service of the board.

However, for the full-time regular professional whose regular workweek includes a number of hours equal to or greater than 75%, but less than 100% of the regular workweek, continuous service with the board as a regular professional in a position where the regular workweek includes a number of hours equal to or greater than 75% of the regular workweek shall be calculated for the purpose of acquiring tenure.

- b) Leaves for union activities, parental leaves, disability leaves covered by the salary insurance plan, disability leaves due to a work accident or an occupational disease, leaves for educational purposes as well as any other leave for which this agreement provides for the payment of salary shall constitute service for the purpose of acquiring tenure.
- c) The nonreengagement because of surplus followed by a reengagement by the same board during the following school year shall proportionally delay the acquisition of tenure during the period of interruption of his or her service.
- d) Insofar as there is no break in his or her employment ties, the acquisition of tenure for a professional shall be delayed proportionally in the case of an interruption of his or her service for reasons other than those mentioned in paragraph b) of this clause.

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<sup>1</sup> This notice cannot be sent by e-mail.

**Section 3    Reduction of personnel****5-6.03**

The board which intends to reduce its regular professional personnel shall consult the Labour Relations Committee no later than May 15 preceding such reduction of personnel.

**5-6.04**

The board may reduce the number of regular professionals in its employ due to a decrease in students, a substantial change in the services to be rendered or the termination of a special project according to the priorities established by the board.

**5-6.05**

When the board must proceed with a reduction of its regular professional personnel within an employment group, it shall proceed in the following manner and in the order indicated, within this employment group or, where applicable, within a sector of activities of this employment group:

- a) by terminating the employment of part-time regular professionals according to the inverse order of seniority;
- b) by nonreengaging full-time regular professionals who have not acquired their tenure according to the inverse order of seniority;
- c) by placing on availability full-time regular professionals who have acquired their tenure according to the inverse order of seniority.

However, should a position involve specific requirements established within the framework of clause 5-4.02, these requirements shall be taken into account before seniority.

For the purpose of applying this clause, when two or more professionals have equal seniority, the professional who has the fewest years of experience shall be considered as having the least seniority.

**Section 4 Rights and obligations of the professional within the framework of priority of employment****5-6.06**

The nontenured professional who has one year but less than two years of continuous service as a full-time regular professional with the board and who is nonreengaged within the framework of this article shall benefit from the following:

- a) he or she must be informed<sup>1</sup> in writing of his or her nonreengagement because of surplus by certified mail, registered mail, delivered by hand or fax before June 1;
- b) the board must forward the professional's name to the Bureau without delay as well as the pertinent information which concerns him or her;
- c) his or her name shall remain entered on the list of the Bureau for a period not exceeding two years from the end of his or her engagement and, during this period, he or she shall benefit from priority of employment;
- d) if he or she is offered a full-time position by a board or school service centre, he or she must accept it within 10 days of such written offer. The fact that the board or school service centre attempts without success on two separate occasions to contact<sup>1</sup> the professional by certified mail, registered mail or fax to offer him or her a position shall constitute failure to accept;
- e) as of the date of refusal or failure to accept within the time allotted the position offered or failure to appear for an interview to which a board or school service centre convenes<sup>1</sup> him or her by certified mail, registered mail or fax, the name of the professional shall be removed from the list of the Bureau. Such removal shall entail the cancellation of all the rights he or she could have under this agreement.

**Section 5 Rights and obligations of the professional within the framework of security of employment****5-6.07**

The placement on availability of a tenured professional shall be carried out in the following manner:

- a) he or she shall be informed<sup>1</sup> in writing by certified mail, registered mail or fax before the preceding June 1 that he or she shall be placed on availability beginning on July 1 of a school year;
- b) the board must forward to the Bureau, without delay, his or her name as well as pertinent information concerning him or her.

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<sup>1</sup> This notice cannot be sent by e-mail.

**5-6.08**

As of the beginning of his or her placement on availability, the professional on availability who is offered<sup>1</sup> a full-time position must accept it within 10 days after he or she receives the written offer<sup>2</sup>. However, this obligation shall exist only in the case where the position offered is located within a 50-kilometre radius from his or her principal place of work at the time of his or her placement on availability or within a 50-kilometre radius from his or her domicile.

For the purpose of this article, the 50-kilometre radius shall be calculated by the shortest passable public road.

**5-6.09**

The professional on availability who is offered<sup>1</sup> a full-time position outside of the radiuses mentioned in clause 5-6.08 may accept it. He or she must accept the position in writing within 10 days of receiving the written offer.

**5-6.10**

If the full-time position offered to the professional includes at least the same number of hours as the position he or she held at the time of his or her placement on availability, he or she must accept it. In this case, his or her salary shall be adjusted in relation to the new number of hours of his or her regular workweek.

If the full-time position offered to the professional has fewer hours than the position he or she held at the time of his or her placement on availability, he or she must accept it. In this case, his or her salary as well as the evolution of the salary shall be adjusted as if the professional's new position included the same number of hours as the position he or she held before he or she was placed on availability.

The board or the teaching institution in the education sector which engages such a professional may use him or her for duties compatible with his or her qualifications and experience for the difference in the number of hours between his or her new position and the position held before he or she was placed on availability.

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<sup>1</sup> This notice cannot be sent by e-mail.

<sup>2</sup> If the written offer is received between July 1 and August 15, the professional must accept it before the following August 25.

**5-6.11**

Refusal or failure to accept the offer of engagement provided for in clause 5-6.08 within the time allotted constitutes the resignation of the professional on availability and shall cause him or her to lose all the rights and privileges accorded to him or her by this agreement and shall automatically entail the removal of the professional's name from the list of the Bureau. Moreover, in these cases, he or she shall not be entitled to any severance pay.

**5-6.12**

Except for the period from July 1 to August 15, the fact that a board or a teaching institution in the education sector attempts without success on two occasions to contact<sup>1</sup> the professional by certified mail, registered mail or fax to offer him or her a position shall constitute failure to accept.

**5-6.13**

Except for the period between July 1 and August 15, the professional on availability must appear for an interview with a board or a teaching institution in the education sector when the Bureau so requests<sup>1</sup> in writing by certified mail, registered mail or fax. In this case, he or she may be reimbursed for his or her travel and accommodation expenses, if need be, according to the norms in force at his or her board. To this end, he or she shall obtain permission from his or her board to be absent without loss of salary.

**5-6.14**

Except for the period between July 1 and August 15, every professional on availability must provide upon request any information relevant to his or her security of employment not found in his or her file.

**5-6.15**

If the professional accepts a full-time position offered within the framework of this section, he or she shall then be considered as having resigned from the board where he or she is on availability as of his or her engagement in another school board or teaching institution in the education sector. Moreover, in this case, he or she shall not be entitled to any severance pay.

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<sup>1</sup> This notice cannot be sent by e-mail.

**5-6.16**

The professional on availability who was relocated to another school board or teaching institution in the education sector, in accordance with clause 5-6.08, shall be entitled to return to his or her board of origin to a vacant position in the employment group in which he or she held a position at the time of his or her placement on availability if he or she meets the requirements of the position to be filled until September 1 following the date of the beginning of his or her placement on availability.

**5-6.17**

The school board or teaching institution in the education sector which engages a professional on availability within the framework of this section shall recognize for him or her:

- a) the seniority which was recognized at the board or school service centre where he or she was on availability;
- b) the days accumulated in his or her bank of nonredeemable sick-leave days;
- c) his or her tenure;
- d) his or her years of continuous service for the purpose of calculating the vacation period;
- e) his or her step, if he or she remains within the same employment group;
- f) the date on which he or she would have been entitled to an advancement in step.

**5-6.18**

The professional on availability who was relocated to another school board or teaching institution in the education sector, in accordance with clause 5-6.08, shall be assigned to a position in the employment group in which he or she was classified if he or she meets the requirements of the position to be filled or in another employment group for which he or she has the minimum qualifications required as mentioned in the Classification Plan.

**5-6.19**

Failure on the part of the professional on availability to comply with one of the obligations created under this article constitutes the professional's resignation and shall entail the cancellation of all the rights that this agreement could grant him or her, including his or her tenure and any right to severance pay.

**5-6.20 Use of the professional on availability**

As long as the professional on availability is not assigned to a full-time position in his or her board or is not relocated to another school board or teaching institution in the education sector, he or she shall be required to carry out the duties compatible with his or her qualifications or experience assigned to him or her by the board. In this context, the professional on availability may also be called upon, as a matter of priority, to carry out the duties of a temporarily vacant position at the board.

With the consent of the professional on availability, the board may loan his or her services to another employer.

As long as he or she is on availability, the professional shall remain covered by this agreement.

**Section 6 Measures to reduce the placement on availability****5-6.21 Preretirement**

In order to reduce the number of professionals on availability, the board shall grant to the professional who so requests or accepts a preretirement leave under the following conditions:

- a) the preretirement leave shall be a leave of absence with salary for a maximum duration of one year;
- b) the preretirement leave shall count as a period of service for the purpose of the five pension plans currently in force (RREGOP, TPP, CSSP, PPCT and PPMP);
- c) only those professionals who would be entitled to retire in the year following the year of the leave and who would not be entitled to a full pension (70%) in the year of the leave shall be eligible;
- d) at the end of this leave with salary, the professional shall be considered as having resigned and shall be pensioned off;
- e) a professional on a preretirement leave shall be entitled to the benefits mentioned in this agreement with the exception of salary insurance and vacation in particular, provided that the benefits be compatible with the nature of the leave;
- f) the leave shall allow for a reduction in the number of professionals on availability;
- g) the salary of the professional on a preretirement leave who works at the board or for another employer in the public and parapublic sectors shall be reduced in proportion to the earnings resulting from such work.

**5-6.22 Severance pay**

- a) The board shall grant severance pay in the following situations:
  - i) when a tenured professional resigns, if the resignation permits the assignment of a professional on availability to a full-time position;
  - ii) when a professional on availability resigns provided that he or she is not at fault according to clause 5-6.11, 5-6.12 or 5-6.13.
- b) Severance pay shall be calculated in the following manner:
  - i) one month of salary per year of service completed at the board up to a maximum of six months of salary;
  - ii) for the purposes of calculating severance pay, the salary shall be that the professional received on the last day of work preceding his or her departure from the board.
- c) Acceptance of severance pay shall entail, for the professional concerned, the loss of his or her tenure and the cancellation of all the rights and privileges mentioned in this agreement.
- d) Severance pay shall be granted provided that the professional does not occupy a position with an employer in the public and parapublic sectors and that the professional does not retire for a period of one year as of the payment of severance pay. If the professional occupies such a position or retires during that period, the board can be reimbursed the amount paid as severance pay.

**5-6.23 Transfer of rights**

In order to reduce the number of professionals on availability, the tenure of a professional shall be transferred to another school board or teaching institution in the education sector which engages him or her if the professional resigns. His or her resignation shall be accepted by the board if a professional on availability has the qualifications required for the position that the resigning professional held. The professional shall transfer to his or her new board or teaching institution in the education sector his or her tenure, seniority, years of continuous service for the purpose of calculating the vacation period, bank of nonredeemable sick-leave days, placement if he or she remains in the same employment group and the date of his or her advancement in step.

**5-6.24 Voluntary relocation premium**

Every professional on availability who, in accordance with the provisions of this article, accepts a position offered by another school board or another teaching institution in the education sector situated more than 50 kilometres from his or her last place of work and more than 50 kilometres from his or her domicile shall be entitled to an allowance equal to 2/12 of the annual salary.



However, the professional on availability who, in accordance with the provisions of this article, accepts a position offered by another school board or another teaching institution in the education sector situated in administrative region 1, 8<sup>1</sup> or 9 shall be entitled to an allowance equal to 4/12 of the annual salary, provided that the relocation not take place in the same region.

The tenured professional whose relocation permits a reduction in the number of professionals on availability shall also be entitled to such an allowance under the same conditions.

The professional relocated under this clause shall transfer to his or her new board or teaching institution in the education sector his or her tenure, seniority, years of continuous service for purposes of calculating vacation, bank of nonredeemable sick-leave days, placement if he or she remains within the same employment group and the date of his or her advancement in step.

## **Section 7    Moving expenses**

### **5-6.25**

Unless he or she can benefit from the federal mobility assistance program to look for employment, the professional engaged by a board or a teaching institution in the education sector within the framework of this article shall be reimbursed by the board or institution that engages him or her for the moving expenses prescribed below under the conditions mentioned if the engagement entails his or her moving.

#### **A)    Terms of reimbursement**

- a)    Moving expenses shall apply to the professional only if the Provincial Relocation Bureau accepts that the relocation of the said professional necessitates his or her moving.

However, moving shall be deemed necessary if it takes place and if the distance between the professional's new place of work and his or her former domicile is greater than 65 kilometres.

#### **Transportation costs of furniture and personal effects**

- b)    The board shall pay, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the professional concerned, including the packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home on the condition that he or she provide in advance at least two detailed quotations of the costs to be incurred.

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<sup>1</sup> Including the service areas of Chibougamau and Chapais located in the territory of the Central Québec School Board.

- c) However, the board shall not pay the cost of transporting the professional's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc. shall not be paid by the board.

### **Storage**

- d) When the move from one domicile to another cannot take place directly because of uncontrollable circumstances, other than the construction of a new domicile, the board shall reimburse the costs of storing the professional's furniture and personal effects and those of his or her dependents, for a period not exceeding two months.

### **Concomitant moving expenses**

- e) The board shall pay a \$750-moving allowance to any transferred professional with a dependent<sup>1</sup> or a \$200-moving allowance to a transferred professional without dependents<sup>1</sup> in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the said professional is assigned to a location where complete facilities are placed at his or her disposal by the board.

Nevertheless, the \$750-moving allowance payable to the transferred professional with a dependent<sup>1</sup> shall also be payable to the professional without dependents<sup>1</sup> who maintains a dwelling.

### **Compensation for lease**

- f) The professional who may be reimbursed for his or her moving expenses shall also be entitled, if need be, 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 professional who must terminate his or her lease and for which the landlord demands compensation to a maximum period of three months' rent. In both cases, the professional must attest that the landlord's request is well-founded and must present supporting vouchers.
- g) If the professional chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the board.

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<sup>1</sup> Within the meaning of clause 10-1.01

**Reimbursement of expenses inherent to the sale or purchase of a house**

- h) The board shall reimburse with regard to the sale of the principal house-residence of the relocated professional the following expenses:
- 1) the real estate agent's fees upon presentation of:
    - the contract with the real estate agent immediately after its signing;
    - the sales contract;
    - the bill of the agent's fees;
  - 2) the cost of notarized deeds chargeable to the professional for the purchase of a house for the purpose of residence at his or her posting on the condition that the professional is already the proprietor of his or her house at the time of his or her transfer and that the said house is sold;
  - 3) the penalty for breach of mortgage, if need be;
  - 4) the proprietor's transfer tax, if need be.
- i) When the house of the relocated professional, although it has been put up for sale at a reasonable price, is not sold at the time when the professional must enter a new agreement for lodging, the board shall not reimburse the safekeeping costs for the unsold house. However, in this case, upon presentation of supporting vouchers, the board shall reimburse, for a period not exceeding three months, the following expenses:
- 1) the municipal and school taxes;
  - 2) the interest on the mortgage;
  - 3) the cost of the insurance premium.

**Accommodation expenses**

- j) In the case where a relocated professional 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 professional-owner due to the fact that his or her principal residence is not rented at the time when he or she must assume new obligations to dwell in the area of his or her posting. The board shall pay the professional for the period during which his or her house is not rented the amount of his or her new rent up to a period of three months upon presentation of the lease. Moreover, the board shall reimburse him or her for the reasonable costs of advertisement and the cost of no more than two trips incurred for the renting of his or her house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect at the board.

- k) When the move from one domicile to another cannot take place directly because of uncontrollable circumstances other than the construction of a new residence, the board shall reimburse the professional for the accommodation expenses for him or her and his or her family in accordance with the regulation concerning travel expenses in effect at the board, usually for a period not exceeding two weeks.
- l) If the move is delayed with the authorization of the Provincial Relocation Bureau or if the professional's dependents<sup>1</sup> are not relocated immediately, the board shall assume the professional's transportation costs up to 500 kilometres to visit his or her dependents<sup>1</sup> living with him or her every two weeks if the distance to be covered is equal to or less than 500 kilometres, return trip, and once a month if the distance to be covered exceeds 500 kilometres, return trip, up to a maximum of 1 600 kilometres.
- m) The moving expenses prescribed in this section shall be reimbursed by the board that engages him or her within 60 days after the professional provides supporting vouchers to the board that engages him or her.

## **B) Other benefits**

A professional shall also receive from the board or institution that engages him or her:

- a) a maximum of three working days without loss of salary for the sale of his or her residence which constitutes his or her domicile;
- b) a maximum of three working days without loss of salary to look for lodging. This three-day maximum does not include the duration of the return trip;
- c) a maximum of three working days without loss of salary to cover moving and settling in.

## **Section 8 Job contract (contracting out)**

### **5-6.26**

No contract between the board and a third party can have the effect of causing the placement on availability or nonreengagement because of surplus, within the meaning of this article, of a full-time regular professional in the employment group concerned.

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<sup>1</sup> Within the meaning of clause 10-1.01

**Section 9 Integration of school boards****5-6.27**

During the school year preceding an amalgamation, annexation or restructuring, the board cannot invoke this article to place on availability or nonreengage regular professionals if the cause of the placement on availability or nonreengagement results from such amalgamation, annexation or restructuring. However, as of its first year of operation, the new board or the restructured board may invoke this article to place on availability or to nonreengage regular professionals.

**Section 10 Provincial Relocation Bureau****5-6.28**

Every month, the Bureau shall send to the Fédération a list of the full-time regular professional positions to be filled by means of engagement in the English-language school boards as brought to its attention as well as the names of the professionals on availability or nonreengaged because of surplus on the Bureau's lists.

**ARTICLE 5-7.00 PROFESSIONAL'S FILE****5-7.01**

Any written warning or written reprimand must originate from the competent authority designated by the board in order to be inserted in the file. However, a written reprimand may only be inserted in the file if it has been preceded by a written warning about an action of a similar nature to allow the professional to correct such an action.

**5-7.02**

If the board intends to insert a written warning or a written reprimand in the file, it must send a copy thereof to the professional and to the union by registered mail, certified mail or fax.

**5-7.03**

The professional to whom the board has given a written warning or a written reprimand may request that his or her written reply contesting the grounds for such warning or reprimand be inserted in the file. This written reply shall be withdrawn from the file at the same time as the contested reprimand or warning.

**5-7.04**

Any written warning not followed by a written reprimand within six months shall be withdrawn from the file.

A written reprimand which the board has not had occasion to renew as a result of a recurrence committed within 12 months following its insertion shall be withdrawn from the file.

#### **5-7.05**

A written warning or written reprimand which has been withdrawn from the file in accordance with this article cannot be subsequently invoked against the professional and neither can the facts which gave rise to such written warning or written reprimand.

#### **5-7.06**

Subject to laws to the contrary and to this agreement, the board must respect the confidentiality of the professional's file.

#### **5-7.07**

The professional may, upon request, examine his or her file and may have any document that is not inserted in accordance with this article withdrawn.

### **ARTICLE 5-8.00          DISCIPLINARY MEASURES**

#### **5-8.01**

When the board or the competent authority decides to summon a professional for a disciplinary reason, the professional shall have the right to be accompanied by the union delegate or by a union representative.

#### **5-8.02**

If the board intends to dismiss a professional, it must give him or her at least seven days advance notice<sup>1</sup> of the date, place and time of the meeting of the council of commissioners or the executive committee at which his or her dismissal shall be discussed.

The professional who so desires may make representations to the council of commissioners or the executive committee before the decision is made.

#### **5-8.03**

The board may, by means of a written notice sent<sup>1</sup> to the professional by registered mail, certified mail, delivered by hand or fax impose a disciplinary measure; this notice must state the reasons for the decision. A copy of this notice must also be forwarded to the union by registered mail, certified mail, delivered by hand or fax.

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<sup>1</sup> This notice cannot be sent by e-mail.

A disciplinary measure is either a suspension or a dismissal.

A disciplinary measure must be based on a just and sufficient cause for which the burden of proof lies with the board.

#### **5-8.04**

Normally, a disciplinary measure shall be preceded by a written reprimand in order to allow the professional to correct his or her actions.

#### **5-8.05**

A grievance contesting a disciplinary measure must be submitted directly to arbitration by the professional, the union or by both, within 30 days after the professional receives the notice mentioned in clause 5-8.03. A copy of this grievance must also be forwarded to the board.

A grievance contesting a disciplinary measure shall be given hearing priority.

### **ARTICLE 5-9.00          NONREENGAGEMENT**

#### **5-9.01**

Once the board has decided not to engage a regular professional for the following school year, it must, before June 1 preceding this school year, advise<sup>1</sup> him or her in writing. The notice must give the reason or reasons for its decision.

#### **5-9.02**

The grievance contesting the nonreengagement of a regular professional must be submitted directly to arbitration by the union or the professional according to the procedure prescribed in this agreement no later than July 31 following the date of termination of employment; this grievance must have hearing priority.

#### **5-9.03**

A regular professional who has not acquired his or her tenure according to clause 5-6.02 may be nonreengaged by the board in accordance with clause 5-9.01 if his or her nonreengagement allows for the assignment or relocation of a professional on availability in that same board or referred by the Bureau. The professional so assigned or relocated must meet the requirements of the position.

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<sup>1</sup> This notice cannot be sent by e-mail.

The professional thus nonreengaged shall not be subject to the other provisions of article 5-6.00. However, he or she may be entitled to priority of employment under the conditions stipulated therein.

**ARTICLE 5-10.00      RESIGNATION, BREACH OF CONTRACT AND MAINTENANCE OF MEMBERSHIP IN  
A PROFESSIONAL ORDER**

**Section 1      Resignation**

**5-10.01**

The professional shall be bound by his or her letter of engagement in accordance with article 5-2.00 and may only be released from his or her engagement before its termination according to the provisions of this agreement.

**5-10.02**

The regular professional who wishes to resign must notify the board in writing at least 60 days before the date of his or her departure.

**5-10.03**

A regular professional may resign without giving the notice mentioned in clause 5-10.02, but he or she must give a written notice to the board, as soon as possible, for one of the following reasons:

- a) any change in the spouse's place of residence which obliges the professional to change locality;
- b) maternity;
- c) following the death of the spouse;
- d) other circumstances not mentioned in this article, totally beyond the control of the professional and that require him or her to resign;
- e) obtaining a position with a higher salary scale in the education sector;
- f) any other reason deemed valid by the board.

In these cases, the board shall accept the professional's resignation and shall waive all recourse against him or her.



**Section 2 Breach of contract****5-10.04**

Any one of the following cases constitutes a breach of contract:

- a) a professional who exercises an exclusive type of profession and whose permit to practice is withdrawn or who is removed according to the Professional Code (CQLR, chapter C-26);
- b) a professional who is on a leave terminating at the end of the school year, but does not inform the board of his or her return to service within the time limits mentioned in this agreement;
- c) a professional who fails to report for work for a period of more than 10 consecutive working days and did not, during that time, give the board a valid reason for such absence; this provision does not apply to the professional who was unable to notify the board within the necessary time limit; where applicable, it shall be his or her responsibility to establish that fact.

**5-10.05**

Any breach of contract shall have the effect of permitting the board to terminate the engagement of a professional at any time.

**Section 3 Maintenance of membership in a professional order****5-10.06**

The professional who is a member of a professional order on the date on which the agreement is signed or the professional who obtains a position after the signing of the agreement must, if membership in an order is required under his or her employment group, maintain his or her membership in that order.

Every year, within 30 days of receiving confirmation of the renewal of his or her membership, the professional shall forward written proof to the board. Failing this, the board shall notify the professional. Upon a written request, a professional may, within 10 days of the notice, obtain from the board a new time limit. The board and the union may agree on other terms and conditions.

Failing to request or obtain a new time limit in which to provide proof of his or her membership in a professional order, the professional is deemed to be in breach of contract within the meaning of Section 2 of this article.

The professional transferred to a position in which membership in an order is not required may maintain membership in his or her professional order.

**5-10.07**

The termination of engagement for any one of the reasons mentioned in clauses 5-10.04 and 5-10.06 does not constitute a disciplinary measure as defined in article 5-8.00.

**ARTICLE 5-11.00      TEMPORARY ASSIGNMENT TO A SENIOR STAFF POSITION****5-11.01**

A professional who accepts a senior staff position on a temporary basis shall receive during the period he or she fills such a position the salary he or she would receive as the incumbent of the said position.

**5-11.02**

A professional shall be reinstated in his or her position no later than 15 days after having received a notice from the board or after having made such a request in writing.

**5-11.03**

Subject to this article, a professional temporarily assigned to a senior staff position shall continue to pay union dues and to benefit from the provisions of this agreement, except those relating to the benefits resulting from overtime.

**5-11.04**

The professional may be assigned temporarily to a senior staff position for a period not exceeding 12 months except if the professional replaces a senior staff member who is temporarily absent.

**ARTICLE 5-12.00      SENIORITY****5-12.01**

The professional employed by the board on the date of the coming into force of this agreement shall retain the seniority already acquired on that date.

As of the date of the signing of this agreement, seniority shall be calculated according to the provisions of this article.

**5-12.02**

Seniority is the period of employment in years, months and days:

- a) with the board and with an institution to which the board has succeeded;
- b) as a professional assigned to a school administered by an associated institution authorized by law and located within the territory of the board if the teaching dispensed by the school is assumed by the board.

The period of employment in duties other than those of a professional, teacher or support staff member cannot be accumulated for the purpose of seniority for more than two years.

However, every person who, before January 1, 1986, held a position other than that of professional, teacher or support staff member shall have the years during which he or she held such a position recognized as years of seniority up to a maximum of eight years. However, the accumulation of the period of employment recognized for purposes of seniority under the preceding paragraph and this paragraph cannot exceed eight years.

**5-12.03**

A resignation, nonreengagement or dismissal shall entail the loss of seniority. However, a full-time regular professional nonreengaged because of surplus and benefiting from the priority of employment mentioned in clause 5-6.06 shall maintain the seniority acquired at the time of his or her nonreengagement for a period not exceeding two years.

**5-12.04**

Before October 31 of each year, the board shall establish the seniority of professionals covered by this agreement as accumulated on the preceding June 30 and shall forward a list to the union delegate. It shall post the said list or forward it to the professional within the same time limits.

**5-12.05**

The union or the professional can contest by grievance a professional's seniority only within a time limit of 30 days from the posting of the seniority list or the receipt of the list by the professional.

**5-12.06**

This article shall be subject to the derogations prescribed in the priority and security of employment plan established by this agreement.

**5-12.07**

The alienation, the total or partial concession, the division, amalgamation or change in the legal structure of the board shall have no effect on the seniority of a professional in the employ of a board or boards affected by such alienation, total or partial concession, division, amalgamation or change in the legal structure; the seniority of such professional shall be the same as he or she would have had had the change not occurred.

**5-12.08**

The seniority of a professional whose workweek includes fewer hours than the regular workweek prescribed in article 9-1.00 shall be calculated in proportion to the number of regular hours in his or her schedule.

**5-12.09**

Notwithstanding the provisions of clause 5-12.03, a professional who so requests the board in writing within 180 days of her engagement shall have the seniority accumulated as a teacher with the board prior to her obligation to resign because of marriage or maternity under a regulation or a written policy of the board to this effect or prior to her dismissal by the board for the same reasons under the regulation or written policy.

Within 30 days of the written request, the board shall inform in writing the professional and the union of the seniority that it recognizes for her under the preceding paragraph; the union or the professional can contest the seniority only within 30 days of the receipt of the board's notice.

**5-12.10**

The seniority that the professional acquires with the board as a result of the application of clause 5-6.17 or 5-6.23 shall be recognized by the board by making the adjustments required and any additional seniority shall be added thereto in conformity with the provisions of this article.

In the case of a disagreement regarding seniority recognized by the board for a professional by the application of clause 5-6.17 or 5-6.23, the professional concerned or the union may submit a written complaint to the board within 25 days of the date of his or her engagement. Within 25 days of the receipt of this complaint by the board, the board and the union shall meet to find, if need be, an appropriate solution; they may, in this respect, correct the seniority recognized for the professional and subsequently modify the seniority list.

Failing an agreement between the board and the union, the latter may, within 50 days of the receipt of the complaint by the board, refer it to a provincial parity committee comprised of a representative appointed by the CPNCA and a representative appointed by the Fédération. The committee shall study the complaint and render a unanimous decision within 30 days following the date on which the complaint was referred to it. The unanimous decision of the committee shall be final and shall bind all the interested parties. If the committee has not reached a unanimous decision or if the committee does not render a unanimous decision within the time allotted, the union may refer the complaint to arbitration in accordance with the procedure described in article 11-2.00 as if it were a grievance within 60 days of the date on which the committee received the complaint for examination.

#### **ARTICLE 5-13.00      ATTRACTION AND RETENTION MEASURE**

##### **Continuation of benefits when changing employer**

###### **5-13.01**

Upon written request sent to the board at least 30 working days prior to the leave of absence, a tenured regular professional shall be entitled to a one-year full-time leave of absence without salary to work in another school board or a school service centre in accordance with the provisions of this article.

Notwithstanding the preceding paragraph, if the school board or school service centre (new employer) is located at less than 50 kilometres from the professional's principal place of work and if he or she is the only professional in his or her employment group, the leave of absence without salary must be authorized by his or her board. However, an authorization is not required if the professional may avail himself or herself of the leave of absence without salary prescribed in clause 7-5.02.

###### **5-13.02**

Upon completion of a professional insertion period equal to the duration of the leave of absence without salary granted by the board or school service centre of origin, the new employer shall recognize the professional's tenure and the professional is deemed to have resigned from his or her board or school service centre.

For vacation purposes, the continuous service at his or her board or school service centre of origin shall be recognized by the new employer as of the year of transfer.

###### **5-13.03**

The new employer shall inform the professional in writing, no later than 60 days prior to the end of the professional insertion period, of its decision to continue or not his or her employment.

The professional shall maintain his or her right to return to his or her board of origin upon a 30-day written notice sent to the latter prior to the end of the leave of absence without salary. A copy of the notice shall be forwarded to the school board or school service centre (new employer).

**5-13.04**

Changing employer under this article is voluntary and does not grant any benefit other than those specified in this article.

**5-13.05**

No grievance may be filed under this article, except for the 60-day and 30-day time limits.

**5-13.06**

A professional may avail himself or herself of this attraction and retention measure only once in his or her career.

**CHAPTER 6-0.00****REMUNERATION****ARTICLE 6-1.00****RECOGNITION OF SCHOOLING****6-1.01**

One year of university studies (or its equivalent, 30 credits) at the bachelor's level successfully completed in a discipline deemed directly relevant to the performance of the duties of the professional shall be equivalent to one year of pertinent experience.

In order to benefit from the provisions of this clause, a professional must already have a bachelor's degree according to the system currently in effect in the universities of Québec or, if the degree was obtained in a Québec university, according to the system in effect at that university when the degree was obtained.

**6-1.02**

Moreover, one year of university studies (or its equivalent, 30 credits) at the master's or doctoral level according to the system currently in effect in the universities of Québec or, if the studies were pursued in a Québec university, according to the system in effect at that university at that time, successfully completed in a discipline deemed directly relevant to the performance of the duties of the professional shall be equivalent to one year of pertinent experience.

However, in the case of a master's degree of 45 credits or more but less than 60 credits according to the system currently in effect in the universities of Québec or, if the studies were pursued in a Québec university, according to the system in effect at that university at that time, successfully completed in a discipline deemed directly relevant to the performance of the duties of the professional shall be equivalent to 1 1/2 years of pertinent experience.

A maximum of three years of schooling may be counted for the purposes of experience in conformity with the provisions of this clause.

**6-1.03**

Only the number of years normally required by the university awarding the diploma to complete the studies on a full-time basis shall be counted.

**6-1.04**

The application of the provisions of this article cannot result in a step that is lower than the one assigned to the regular professional under the provisions in effect prior to the changes to this article.

**ARTICLE 6-2.00          RECOGNITION OF EXPERIENCE UPON ENGAGEMENT****6-2.01**

The professional who has one or more years of experience deemed directly relevant to the performance of his or her duties shall be placed in the step corresponding to his or her years of experience, taking into account the time spent in a step established in article 6-6.00.

Moreover, the professional may not accumulate more than one year of experience during a 12-month period.

**6-2.02**

For the purpose of this article only, the employment group of guidance counsellor, counsellor in academic training, psychologist or reeducation consultant shall have the following in particular recognized as a year of directly pertinent experience: each year of experience as a guidance counsellor, counsellor in academic training, psychologist or reeducation consultant; each year of teaching in a recognized institution; each year spent in a senior staff position of a pedagogical nature.

When a given employment group requires specific pedagogical experience at the time of posting or selection, the years of teaching complying with this requirement shall be automatically recognized as directly pertinent experience for placement purposes.

**6-2.03**

For the purpose of this article, one year of experience shall be comprised of 12 months of work on a full-time basis or the equivalent, including the annual vacation periods and disability periods, except for the years of experience in teaching for which each year (or the equivalent) of teaching, regardless of the level, shall be equivalent to 12 months of work.

If the division of the number of months of work by 12 results in a remainder equal to or greater than nine months, this remainder shall correspond to one year of experience.

If this division results in a remainder equal to or greater than four months but less than nine months, this remainder shall correspond to one-half year of experience for the professional in steps 1 to 8.

**6-2.04**

The professional in service on the date of the coming into force of this agreement as well as the professional engaged subsequently who does not meet the minimum academic qualifications prescribed in the Classification Plan shall be deemed to meet the qualifications for the purpose of applying this agreement, except article 6-1.00.



**ARTICLE 6-3.00 PLACEMENT OF THE PROFESSIONAL UPON ENGAGEMENT****6-3.01**

The step in which a professional is placed shall be determined by the board on the date of his or her engagement by taking into account both his or her qualifications and experience in accordance with articles 6-1.00 and 6-2.00.

**6-3.02**

The professional without experience deemed directly relevant to the performance of his or her duties shall be placed in the first step of the salary scale applicable to his or her employment group, subject to the provisions of article 6-1.00.

**6-3.03**

A grievance contesting the step granted to the professional may be submitted within the 90 days prescribed in clause 11-1.09 from the date on which the union receives the letter of engagement.

**ARTICLE 6-4.00 PLACEMENT OF THE PROFESSIONAL IN THE EVENT OF A TRANSFER****6-4.01**

The transferred professional shall be placed in his or her new salary scale as if he or she were newly engaged according to the rules provided in article 6-3.00.

However, if a transfer occurs after January 1 of one year and involves a decrease in salary, the professional shall maintain the salary applicable on January 1 until the following December 31.

**ARTICLE 6-5.00 PLACEMENT ON THE DATE OF THE COMING INTO FORCE OF THIS AGREEMENT****6-5.01**

A professional in the employ of the board on the date of the coming into force of this agreement shall be placed at the same step in the new salary scale.

Subsequently, a professional's advancement in step in the new salary scale shall be granted under the terms and conditions prescribed in article 6-6.00.

**ARTICLE 6-6.00 ADVANCEMENT IN STEP****6-6.01**

The normal duration in one step shall be one year, but it shall be only six months in the case of the first eight steps.

**6-6.02**

The advancement in step shall be granted on July 1 or January 1, provided that the professional has completed, in this capacity, a continuous period of at least nine full months in the case of an annual advancement or of at least four full months in the case of a semi-annual advancement since his or her last advancement in step or since his or her entry into service as a professional.

For the purpose of applying this clause, any period during which the professional receives his or her salary, any period during which he or she is on leave for educational purposes, any period during which he or she is on parental leave as provided for in clauses 7-2.05, 7-2.08, 7-2.20, 7-2.23 B) and 7-2.27 C) as well as all absences for disability shall be considered as a work period.

**6-6.03**

In addition to these requirements, the advancement in step cannot be refused except in the case of unsatisfactory performance. In this case, the board shall give the professional the reasons for its refusal in writing.

Following such a refusal, a grievance may be lodged against the board.

**6-6.04**

The board may grant an accelerated advancement of one step on the date of the regular advancement in step to a professional for exceptional performance during the period of reference preceding the date of advancement in step.

No grievance may be lodged against the board as a result of the application of this clause.

**6-6.05**

On the date of his or her regular advancement in step, the professional shall be granted, where applicable, an additional advancement in step in accordance with article 6-1.00.

However, in applying the provisions of the second paragraph of clause 6-1.02, the professional who, in the case of an annual advancement in step, is entitled to have one-half year of experience recognized as a result of the fact that he or she has successfully completed his or her master's degree on the date of his or her regular advancement in step, shall be granted an advancement in step on July 1 or January 1 immediately following the date of his or her regular advancement in step. This paragraph has the effect of modifying the date of the professional's regular advancement in step.

**6-6.06**

Notwithstanding any other provision to the contrary, no advancement in step shall be granted during the period from January 1, 1983 to December 31, 1983, except if it results from an advancement in class under article 6-8.00 of the 1983-1985 agreement or if it results from an advancement in step under article 6-1.00. The step thus lost may in no way be recovered and the experience acquired during the period from January 1, 1983 to December 31, 1983 may in no case be taken into account in granting a step. Moreover, the months included between January 1, 1983 and December 31, 1983 cannot be taken into account in any subsequent determination of a step nor in the application of clauses 6-6.02 and 6-6.03.

This clause shall not modify the date of the professional's advancement in step.

**ARTICLE 6-7.00      CLASSIFICATION****6-7.01**

A professional shall remain classified in the employment group held on the date of the coming into force of this agreement.

**6-7.02**

A professional who is engaged after the date of the coming into force of this agreement shall be classified in one of the employment groups in the Classification Plan, taking into account the duties which the board assigns to him or her.

A professional may contest by grievance the employment group to which the board has assigned him or her. The arbitrator to whom such a grievance was referred shall be responsible for deciding in which employment group the professional must be classified, taking into account the duties assigned to him or her.

**6-7.03**

Notwithstanding clause 6-7.01, the professional whose duties were changed may lodge a grievance if he or she believes that such a change involves a transfer to another employment group with a higher salary scale. Such a grievance is comparable to a continuous grievance and shall have no retroactive effect prior to the date on which the grievance was filed.

The arbitrator to whom such a grievance is referred shall have the power to rule on the classification and on the monetary compensation to be paid.

If the arbitrator decides that the duties normally assigned to this professional belong to an employment group other than the one in which the board has placed the professional, the board may:

- a) reclassify the professional in the employment group decided by the arbitrator,  
or
- b) maintain the professional in the employment group he or she has contested and change the description of the position to make it conform to the employment group.

#### **6-7.04**

The board may assign to a professional the duties of two employment groups. In this case, the professional shall be classified in the employment group to which he or she is assigned for more than half of his or her time.

If the time is equally divided between the two employment groups, the professional shall be classified in the employment group with the higher salary scale.

### **ARTICLE 6-8.00      ADDITION OF NEW EMPLOYMENT GROUPS TO THE CLASSIFICATION PLAN**

#### **6-8.01**

Subject to the other clauses of this article, the Classification Plan can only be changed with the agreement of the CPNCA and the Centrale.

#### **6-8.02**

The CPNCA may add an employment group to the Classification Plan, but it must first consult the Centrale.

#### **6-8.03**

The CPNCA and the Centrale agree to discuss, within 30 days of a party's request, the salary scales of the employment groups that will be added to the Classification Plan.

#### **6-8.04**

Should the CPNCA and the Centrale disagree on the salary scales at the end of the 30 days prescribed in the preceding clause, either party may, within 45 days of the disagreement, submit it directly to arbitration. The arbitrator to whom such a grievance is referred shall determine the salary scales on the basis of those provided in this agreement or in the public sector for employment groups of a similar nature. This disagreement shall be given priority when preparing the arbitration roll.

**ARTICLE 6-9.00 ANNUAL SALARY SCALES AND RATES**

**6-9.01**

The board shall pay the professional for each day remunerated 1/260.9 of the salary prescribed below for his or her classification and placement for the periods indicated in the heading of each column of salary scale rates:

**2102 Librarian**

**Week:** 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	45 420	46 333	47 265	48 689
2	46 954	47 886	48 835	50 296
3	48 580	49 548	50 534	52 050
4	50 223	51 228	52 250	53 821
5	51 958	52 999	54 058	55 684
6	53 730	54 807	55 903	57 583
7	55 574	56 688	57 821	59 556
8	57 492	58 642	59 811	61 619
9	59 446	60 633	61 839	63 720
10	61 492	62 715	63 975	65 254
11	63 610	64 888	66 185	67 500
12	65 783	67 098	68 431	69 801
13	68 048	69 418	70 806	72 230
14	70 039	71 445	72 869	74 330
15	72 102	73 545	75 024	76 522
16	74 221	75 700	77 216	78 768
17	76 394	77 928	79 481	81 069
18	78 640	80 211	81 818	83 462

Note: The salary scale shall take into account changes resulting from pay equity agreements concluded between June and September 2021.

2104 Education Consultant

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 114	47 045	47 995	49 456
2	47 776	48 726	49 694	51 191
3	49 529	50 515	51 520	53 072
4	51 319	52 342	53 383	54 990
5	53 182	54 241	55 319	56 999
6	55 136	56 232	57 364	59 099
7	57 108	58 259	59 428	61 218
8	59 190	60 377	61 583	63 427
9	61 345	62 569	63 829	65 765
10	63 574	64 852	66 149	67 464
11	65 875	67 190	68 541	69 911
12	68 304	69 673	71 061	72 486
13	70 769	72 194	73 636	75 116
14	72 979	74 440	75 938	77 453
15	75 280	76 778	78 312	79 882
16	77 636	79 188	80 777	82 384
17	80 083	81 690	83 316	84 978
18	82 585	84 229	85 909	87 626

Note: As of April 1, 2020, the education consultant at step 18 of his or her salary scale shall receive a salary increase equal to the gap between the maximum rate of his or her salary scale and the maximum rate of the salary scale of teachers in school service centres and school boards as prescribed in Letter of agreement n° 3. The salary paid to the education consultant at step 18 of his or her salary scale, including the salary scale increase, will correspond to \$85 489 on April 1, 2020, \$87 206 on April 1, 2021 and \$92 027 on April 1, 2022.

2106 Readaptation Officer

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	45 420	46 333	47 265	48 689
2	46 954	47 886	48 835	50 296
3	48 580	49 548	50 534	52 050
4	50 223	51 228	52 250	53 821
5	51 958	52 999	54 058	55 684
6	53 730	54 807	55 903	57 583
7	55 574	56 688	57 821	59 556
8	57 492	58 642	59 811	61 619
9	59 446	60 633	61 839	63 720
10	61 492	62 715	63 975	65 254
11	63 610	64 888	66 185	67 500
12	65 783	67 098	68 431	69 801
13	68 048	69 418	70 806	72 230
14	70 039	71 445	72 869	74 330
15	72 102	73 545	75 024	76 522
16	74 221	75 700	77 216	78 768
17	76 394	77 928	79 481	81 069
18	78 640	80 211	81 818	83 462

2107 Student Life Animator

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426



2109 Guidance Counsellor

Week: 35 hours

Periods and Rates

Steps	Rates until 2019-04-02 (\$)	Rates 2019-04-03 to 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	45 420	46 114	47 045	47 995	49 456
2	46 954	47 776	48 726	49 694	51 191
3	48 580	49 529	50 515	51 520	53 072
4	50 223	51 319	52 342	53 383	54 990
5	51 958	53 182	54 241	55 319	56 999
6	53 730	55 136	56 232	57 364	59 099
7	55 574	57 108	58 259	59 428	61 218
8	57 492	59 190	60 377	61 583	63 427
9	59 446	61 345	62 569	63 829	65 765
10	61 492	63 574	64 852	66 149	67 464
11	63 610	65 875	67 190	68 541	69 911
12	65 783	68 304	69 673	71 061	72 486
13	68 048	70 769	72 194	73 636	75 116
14	70 039	72 979	74 440	75 938	77 453
15	72 102	75 280	76 778	78 312	79 882
16	74 221	77 636	79 188	80 777	82 384
17	76 394	80 083	81 690	83 316	84 978
18	78 640	82 585	84 229	85 909	87 626

Note: The salary scale shall take into account changes resulting from pay equity agreements concluded between June and September 2021.

2111 Social Worker

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 114	47 045	47 995	49 456
2	47 776	48 726	49 694	51 191
3	49 529	50 515	51 520	53 072
4	51 319	52 342	53 383	54 990
5	53 182	54 241	55 319	56 999
6	55 136	56 232	57 364	59 099
7	57 108	58 259	59 428	61 218
8	59 190	60 377	61 583	63 427
9	61 345	62 569	63 829	65 765
10	63 574	64 852	66 149	67 464
11	65 875	67 190	68 541	69 911
12	68 304	69 673	71 061	72 486
13	70 769	72 194	73 636	75 116
14	72 979	74 440	75 938	77 453
15	75 280	76 778	78 312	79 882
16	77 636	79 188	80 777	82 384
17	80 083	81 690	83 316	84 978
18	82 585	84 229	85 909	87 626

2112 Speech Therapist or Audiologist

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 808	47 739	48 689	50 150
2	48 598	49 566	50 552	52 068
3	50 442	51 447	52 470	54 040
4	52 397	53 438	54 515	56 159
5	54 405	55 501	56 615	58 332
6	56 487	57 620	58 770	60 542
7	58 661	59 830	61 035	62 880
8	60 907	62 131	63 373	65 272
9	63 245	64 505	65 802	67 792
10	65 692	67 007	68 340	69 710
11	68 194	69 564	70 952	72 376
12	70 842	72 267	73 709	75 189
13	73 545	75 024	76 522	78 056
14	76 029	77 545	79 097	80 686
15	78 567	80 138	81 745	83 389
16	81 179	82 804	84 466	86 165
17	83 918	85 599	87 315	89 069
18	86 713	88 448	90 219	92 027

Note: The salary scale shall take into account changes resulting from pay equity agreements concluded between June and September 2021.

2113 Psychologist

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	48 269	49 237	50 223	51 739
2	50 187	51 191	52 214	53 785
3	52 177	53 218	54 278	55 903
4	54 205	55 282	56 396	58 113
5	56 360	57 492	58 642	60 414
6	58 569	59 738	60 925	62 770
7	60 889	62 112	63 354	65 254
8	63 281	64 541	65 838	67 829
9	65 783	67 098	68 431	70 495
10	68 395	69 765	71 153	72 577
11	71 061	72 486	73 929	75 408
12	73 892	75 371	76 887	78 421
13	76 778	78 312	79 882	81 471
14	79 444	81 033	82 658	84 320
15	82 202	83 845	85 526	87 242
16	85 033	86 731	88 466	90 237
17	87 936	89 690	91 479	93 306
18	90 986	92 813	94 675	96 575

2114 Academic and Vocational Information Counsellor

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426

2115 Dietician/Nutritionist

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426

2116 Occupational Therapist

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 808	47 739	48 689	50 150
2	48 598	49 566	50 552	52 068
3	50 442	51 447	52 470	54 040
4	52 397	53 438	54 515	56 159
5	54 405	55 501	56 615	58 332
6	56 487	57 620	58 770	60 542
7	58 661	59 830	61 035	62 880
8	60 907	62 131	63 373	65 272
9	63 245	64 505	65 802	67 792
10	65 692	67 007	68 340	69 710
11	68 194	69 564	70 952	72 376
12	70 842	72 267	73 709	75 189
13	73 545	75 024	76 522	78 056
14	76 029	77 545	79 097	80 686
15	78 567	80 138	81 745	83 389
16	81 179	82 804	84 466	86 165
17	83 918	85 599	87 315	89 069
18	86 713	88 448	90 219	92 027

2118 Finance Officer

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426



2119 Communications Consultant

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426

2120 Analyst

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	45 420	46 333	47 265	48 689
2	46 954	47 886	48 835	50 296
3	48 580	49 548	50 534	52 050
4	50 223	51 228	52 250	53 821
5	51 958	52 999	54 058	55 684
6	53 730	54 807	55 903	57 583
7	55 574	56 688	57 821	59 556
8	57 492	58 642	59 811	61 619
9	59 446	60 633	61 839	63 720
10	61 492	62 715	63 975	65 254
11	63 610	64 888	66 185	67 500
12	65 783	67 098	68 431	69 801
13	68 048	69 418	70 806	72 230
14	70 039	71 445	72 869	74 330
15	72 102	73 545	75 024	76 522
16	74 221	75 700	77 216	78 768
17	76 394	77 928	79 481	81 069
18	78 640	80 211	81 818	83 462

2121 Administration Officer

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426

2140 Translator

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	43 977	44 854	45 749	47 137
2	45 274	46 187	47 119	48 543
3	46 680	47 612	48 561	50 022
4	48 068	49 036	50 022	51 538
5	49 548	50 534	51 538	53 091
6	51 027	52 050	53 091	54 698
7	52 561	53 620	54 698	56 360
8	54 168	55 246	56 360	58 058
9	55 793	56 908	58 040	59 793
10	57 510	58 661	59 830	61 035
11	59 227	60 414	61 619	62 843
12	61 035	62 259	63 500	64 779
13	62 880	64 140	65 418	66 733
14	64 468	65 765	67 080	68 413
15	66 076	67 390	68 742	70 112
16	67 774	69 125	70 513	71 920
17	69 491	70 879	72 303	73 746
18	71 226	72 650	74 111	75 591

2141 Spiritual Care and Guidance, and Community Involvement Animator

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426

2142 Spiritual, Religious and Moral Education Consultant

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 114	47 045	47 995	49 456
2	47 776	48 726	49 694	51 191
3	49 529	50 515	51 520	53 072
4	51 319	52 342	53 383	54 990
5	53 182	54 241	55 319	56 999
6	55 136	56 232	57 364	59 099
7	57 108	58 259	59 428	61 218
8	59 190	60 377	61 583	63 427
9	61 345	62 569	63 829	65 765
10	63 574	64 852	66 149	67 464
11	65 875	67 190	68 541	69 911
12	68 304	69 673	71 061	72 486
13	70 769	72 194	73 636	75 116
14	72 979	74 440	75 938	77 453
15	75 280	76 778	78 312	79 882
16	77 636	79 188	80 777	82 384
17	80 083	81 690	83 316	84 978
18	82 585	84 229	85 909	87 626

2143 Project Development Officer

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 114	47 045	47 995	49 456
2	47 776	48 726	49 694	51 191
3	49 529	50 515	51 520	53 072
4	51 319	52 342	53 383	54 990
5	53 182	54 241	55 319	56 999
6	55 136	56 232	57 364	59 099
7	57 108	58 259	59 428	61 218
8	59 190	60 377	61 583	63 427
9	61 345	62 569	63 829	65 765
10	63 574	64 852	66 149	67 464
11	65 875	67 190	68 541	69 911
12	68 304	69 673	71 061	72 486
13	70 769	72 194	73 636	75 116
14	72 979	74 440	75 938	77 453
15	75 280	76 778	78 312	79 882
16	77 636	79 188	80 777	82 384
17	80 083	81 690	83 316	84 978
18	82 585	84 229	85 909	87 626

2146 Certified Translator

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	43 977	44 854	45 749	47 137
2	45 274	46 187	47 119	48 543
3	46 680	47 612	48 561	50 022
4	48 068	49 036	50 022	51 538
5	49 548	50 534	51 538	53 091
6	51 027	52 050	53 091	54 698
7	52 561	53 620	54 698	56 360
8	54 168	55 246	56 360	58 058
9	55 793	56 908	58 040	59 793
10	57 510	58 661	59 830	61 035
11	59 227	60 414	61 619	62 843
12	61 035	62 259	63 500	64 779
13	62 880	64 140	65 418	66 733
14	64 468	65 765	67 080	68 413
15	66 076	67 390	68 742	70 112
16	67 774	69 125	70 513	71 920
17	69 491	70 879	72 303	73 746
18	71 226	72 650	74 111	75 591



2147      **Preschool Education Consultant**

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	45 420	46 333	47 265	48 689
2	46 954	47 886	48 835	50 296
3	48 580	49 548	50 534	52 050
4	50 223	51 228	52 250	53 821
5	51 958	52 999	54 058	55 684
6	53 730	54 807	55 903	57 583
7	55 574	56 688	57 821	59 556
8	57 492	58 642	59 811	61 619
9	59 446	60 633	61 839	63 720
10	61 492	62 715	63 975	65 254
11	63 610	64 888	66 185	67 500
12	65 783	67 098	68 431	69 801
13	68 048	69 418	70 806	72 230
14	70 039	71 445	72 869	74 330
15	72 102	73 545	75 024	76 522
16	74 221	75 700	77 216	78 768
17	76 394	77 928	79 481	81 069
18	78 640	80 211	81 818	83 462

2149 Social Service Officer

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 114	47 045	47 995	49 456
2	47 776	48 726	49 694	51 191
3	49 529	50 515	51 520	53 072
4	51 319	52 342	53 383	54 990
5	53 182	54 241	55 319	56 999
6	55 136	56 232	57 364	59 099
7	57 108	58 259	59 428	61 218
8	59 190	60 377	61 583	63 427
9	61 345	62 569	63 829	65 765
10	63 574	64 852	66 149	67 464
11	65 875	67 190	68 541	69 911
12	68 304	69 673	71 061	72 486
13	70 769	72 194	73 636	75 116
14	72 979	74 440	75 938	77 453
15	75 280	76 778	78 312	79 882
16	77 636	79 188	80 777	82 384
17	80 083	81 690	83 316	84 978
18	82 585	84 229	85 909	87 626

2150 Psychoeducator

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 114	47 045	47 995	49 456
2	47 776	48 726	49 694	51 191
3	49 529	50 515	51 520	53 072
4	51 319	52 342	53 383	54 990
5	53 182	54 241	55 319	56 999
6	55 136	56 232	57 364	59 099
7	57 108	58 259	59 428	61 218
8	59 190	60 377	61 583	63 427
9	61 345	62 569	63 829	65 765
10	63 574	64 852	66 149	67 464
11	65 875	67 190	68 541	69 911
12	68 304	69 673	71 061	72 486
13	70 769	72 194	73 636	75 116
14	72 979	74 440	75 938	77 453
15	75 280	76 778	78 312	79 882
16	77 636	79 188	80 777	82 384
17	80 083	81 690	83 316	84 978
18	82 585	84 229	85 909	87 626

2151 Functional Rehabilitation Officer

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426

2152 Speech and Hearing Correction Officer

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 566	46 479	47 886
2	46 114	47 045	47 995	49 456
3	47 612	48 561	49 529	51 027
4	49 127	50 114	51 118	52 670
5	50 735	51 757	52 798	54 387
6	52 360	53 401	54 460	56 104
7	54 058	55 136	56 232	57 930
8	55 793	56 908	58 040	59 793
9	57 602	58 752	59 921	61 729
10	59 446	60 633	61 839	63 080
11	61 382	62 606	63 866	65 144
12	63 354	64 614	65 911	67 226
13	65 418	66 733	68 066	69 436
14	67 208	68 559	69 929	71 335
15	69 034	70 422	71 828	73 271
16	70 933	72 358	73 801	75 280
17	72 851	74 312	75 791	77 307
18	74 842	76 339	77 873	79 426

Note: The salary scale shall take into account changes resulting from pay equity agreements concluded between June and September 2021.

2153 Counsellor in Academic Training

Week: 35 hours

Periods and Rates

Steps	Rates until 2019-04-02 (\$)	Rates 2019-04-03 to 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44 671	45 420	46 333	47 265	48 689
2	46 114	46 954	47 886	48 835	50 296
3	47 612	48 580	49 548	50 534	52 050
4	49 127	50 223	51 228	52 250	53 821
5	50 735	51 958	52 999	54 058	55 684
6	52 360	53 730	54 807	55 903	57 583
7	54 058	55 574	56 688	57 821	59 556
8	55 793	57 492	58 642	59 811	61 619
9	57 602	59 446	60 633	61 839	63 720
10	59 446	61 492	62 715	63 975	65 254
11	61 382	63 610	64 888	66 185	67 500
12	63 354	65 783	67 098	68 431	69 801
13	65 418	68 048	69 418	70 806	72 230
14	67 208	70 039	71 445	72 869	74 330
15	69 034	72 102	73 545	75 024	76 522
16	70 933	74 221	75 700	77 216	78 768
17	72 851	76 394	77 928	79 481	81 069
18	74 842	78 640	80 211	81 818	83 462

Note: The salary scale shall take into account changes resulting from pay equity agreements concluded between June and September 2021.

2154 Counsellor in Reeducation

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	46 114	47 045	47 995	49 456
2	47 776	48 726	49 694	51 191
3	49 529	50 515	51 520	53 072
4	51 319	52 342	53 383	54 990
5	53 182	54 241	55 319	56 999
6	55 136	56 232	57 364	59 099
7	57 108	58 259	59 428	61 218
8	59 190	60 377	61 583	63 427
9	61 345	62 569	63 829	65 765
10	63 574	64 852	66 149	67 464
11	65 875	67 190	68 541	69 911
12	68 304	69 673	71 061	72 486
13	70 769	72 194	73 636	75 116
14	72 979	74 440	75 938	77 453
15	75 280	76 778	78 312	79 882
16	77 636	79 188	80 777	82 384
17	80 083	81 690	83 316	84 978
18	82 585	84 229	85 909	87 626

Note: The salary scale shall take into account changes resulting from pay equity agreements concluded between June and September 2021.

2155 Nutrition Consultant

Week: 35 hours

Steps	Periods and Rates			
	Rates until 2020-03-31 (\$)	Rates 2020-04-01 to 2021-03-31 (\$)	Rates 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	43 977	44 854	45 749	47 137
2	45 274	46 187	47 119	48 543
3	46 680	47 612	48 561	50 022
4	48 068	49 036	50 022	51 538
5	49 548	50 534	51 538	53 091
6	51 027	52 050	53 091	54 698
7	52 561	53 620	54 698	56 360
8	54 168	55 246	56 360	58 058
9	55 793	56 908	58 040	59 793
10	57 510	58 661	59 830	61 035
11	59 227	60 414	61 619	62 843
12	61 035	62 259	63 500	64 779
13	62 880	64 140	65 418	66 733
14	64 468	65 765	67 080	68 413
15	66 076	67 390	68 742	70 112
16	67 774	69 125	70 513	71 920
17	69 491	70 879	72 303	73 746
18	71 226	72 650	74 111	75 591



**6-9.02 Salary and salary scales****Section 1 General salary increase parameters****A) Period from April 1, 2020 to March 31, 2021**

Each salary scale and rate<sup>1</sup> in effect on March 31, 2020 shall be increased, effective on April 1, 2020, by 2.00%<sup>2</sup>.

**B) Period from April 1, 2021 to March 31, 2022**

Each salary scale and rate<sup>1</sup> in effect on March 31, 2021 shall be increased, effective on April 1, 2021, by 2.00%<sup>2</sup>.

**C) Period from April 1, 2022 to March 31, 2023**

- a) Each salary scale and rate<sup>1</sup> in effect on March 31, 2022 shall be increased, effective on April 1, 2022, by 2.00%<sup>2</sup>.
- b) However, only the salary scales and rates mentioned in the structure found in Appendix "D"<sup>3</sup> apply.

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<sup>1</sup> The increase in salary scales and rates shall be based on the hourly rate. The single ranking rates shall be calculated on the basis of a career gain of 33 years.

<sup>2</sup> However, the clauses of the agreement pertaining to overrate and overscale employees apply.

<sup>3</sup> The class title rankings are prescribed in Appendix "E", subject to the changes agreed to by the parties, where applicable. Should discrepancies exist in the wording of a class title, the class title number shall prevail.

**Section 2 Additional remuneration****A) Payment for service carried out for the period from April 1, 2019 to March 31, 2020**

A professional shall be entitled to additional remuneration<sup>1</sup>, based on the ranking, corresponding to the following grid for each hour paid from April 1, 2019 to March 31, 2020.

<b>Ranking</b>	<b>Additional remuneration</b>
1	\$0.66
2	\$0.63
3	\$0.60
4	\$0.57
5	\$0.54
6	\$0.51
7	\$0.48
8	\$0.45
9	\$0.42
10	\$0.39
11	\$0.36
12 or more	\$0.33

The additional remuneration shall be paid in one installment 30 days after the signing of the collective agreement.

**B) Payment for service carried out for the period from April 1, 2020 to March 31, 2021**

A professional shall be entitled to additional remuneration<sup>1</sup> of \$0.33 for each hour paid from April 1, 2020 to March 31, 2021.

The additional remuneration shall be paid in one installment during the pay period preceding January 15, 2022.

<sup>1</sup> Also considered are the hours paid on the basis of which a professional receives maternity, paternity or adoption leave benefits, parental leave allowances, salary insurance benefits including benefits paid by the CNESST, the compensation plan *Indemnisation des victimes d'actes criminels* (IVAC) and the SAAQ, as well as those paid by the board in the event of work accidents, if any.

**C) Premiums**

Except for set premiums and premiums expressed as a percentage, each premium and each allowance shall be increased as of the same date and by the same general salary increase parameters as that prescribed in paragraphs A), B) and subparagraph a) of paragraph C) of Section 1 of this clause.

**Section 3 Indexation Techniques**

Salary scale rates are expressed on an hourly basis. When general indexation parameters or other forms of salary scale or rate adjustments are applied, these are applied on the hourly rate and are rounded to the nearest cent.

For the purposes of publishing the collective agreements, the number of weeks to be considered in calculating the annual rate is 52.18. The annual rate is rounded to the nearest dollar.

When rounding to the nearest cent, the following applies:

- When the decimal point is followed by three digits or more, the third and subsequent digits are dropped if the third digit is less than five. If the third digit is equal to or greater than five, the second digit is carried to the higher unit and the third and subsequent digits are dropped.

When rounding to the nearest dollar, the following applies:

- When the decimal point is followed by one digit or more, the first and subsequent digits are dropped if the first digit is less than five. If the first digit is equal to or greater than five, the dollar is carried to the higher unit and the first decimal and subsequent decimals are dropped.

**Section 4 Retroactivity resulting from the coming into force of this agreement**

The salary adjustment resulting from the salary scales and rates prescribed for the period from April 1, 2021 to March 31, 2022 begins no later than 45 days of the date on which the agreement comes into force.

The retroactive amounts resulting from the application of the agreement for the period beginning April 1, 2020 up to the salary adjustment prescribed in the preceding paragraph shall be paid during a full pay period no later than within 60 days of the date on which the agreement comes into force.

The professional whose employment ended between April 1, 2020 and the date on which retroactive amounts were paid must request, in writing, the payment owing under the agreement within four months of forwarding to the union the list prescribed in the following paragraph. In the case where the professional has died, the request must be carried out, in writing, within the same time limit by his or her beneficiaries. Any request for retroactivity must include a cheque specimen.

No later than 120 days of the date on which the agreement comes into force, the board shall forward to the union the list of professionals whose employment ended since April 1, 2020 and their last known address entered into the payroll system of the board.

The amounts prescribed under the preceding paragraph shall be paid within 60 days of receiving the request.

## **Section 5 Other terms and conditions**

For temporary premiums expressed as a percentage, prescribed in the Orders resulting from the Public Health Act<sup>1</sup>, no retroactivity shall be paid between the dates of the coming into force of the Orders and that of the signing of the collective agreement on the increases prescribed in paragraphs A) to C) of Section 1 of this clause and any other salary scale or rate adjustments agreed to or determined as of April 1, 2020.

In addition, financial compensations, allowances, lump-sum amounts, and any other amount prescribed in the Orders resulting from the Public Health Act are not affected by the increases specified in paragraphs A) to C) of Section 1 of this clause, thus resulting in no retroactivity.

### **6-9.03 Overscale professionals**

- a) The professional whose salary rate on the day preceding the date on which the salary scales and rates are increased is higher than the maximum of the salary scale in effect for his or her employment group 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 increase applicable, on April 1 of the period concerned in relation to the preceding March 31, to the maximum step of the salary scale of the preceding March 31 corresponding to his or her employment group.
- b) If the application of the minimum rate of increase determined in paragraph a) of this clause has the effect of placing, on April 1, a professional who was overscale on March 31 of the preceding year at a salary which is lower than the maximum step of the salary scale corresponding to his or her employment group, the minimum rate of increase is brought to the percentage necessary to permit the professional to reach that step.
- c) The difference between, on the one hand, the percentage increase of the maximum step of the salary scale corresponding to the professional's employment group and, on the other hand, the minimum rate of increase determined under paragraphs a) and b) of this clause shall be paid to him or her as a lump sum based on his or her salary rate on March 31.
- d) The lump sum shall be spread and paid over each pay period in proportion to the regular hours paid for the pay period.

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<sup>1</sup> Also includes, with the necessary changes, the employees of the education and public service networks who have been redeployed to the health and social services network.

**6-9.04 Premium for professional coordination**

- a) The professional who, at the specific request of the board, is responsible for coordinating and supervising a team of at least four professionals shall receive a premium equal to 5% of his or her salary rate.

The responsibility includes, in particular, distributing the work and monitoring the quality of the work of the professionals on his or her team.

- b) The premium shall be based on the salary rate applicable to the professional and shall be paid to him or her for the period during which he or she assumes such a responsibility.

**6-9.05 Additional remuneration for a master's degree**

- a) As of the 2022-2023 school year, an additional remuneration of 2% shall be paid to the professional who has a master's degree when required under the Classification Plan and necessary to perform his or her duties.
- b) The additional remuneration applies to the professional who has spent a year at Step 18.
- c) The additional remuneration shall be based on the salary rate applicable to the professional. It shall be distributed and paid at each pay period, and prorated based on the regular hours paid.
- d) The additional remuneration is part of the salary defined in clause 1-1.33.
- e) This measure also applies to:
- A professional who does not have the master's degree necessary to perform his or her duties and has an acquired right to practise by virtue of his or her professional order.
  - A psychologist.

**ARTICLE 6-10.00 PAYMENT OF SALARY****6-10.01**

The total salary of a professional shall be paid every second Thursday. The salary statement attesting to the amounts owing shall be sent to his or her place of work under separate cover or, where applicable, electronically.

**6-10.02**

Should a Thursday not be a working day, the statement shall be remitted to the professional on the last working day which precedes such a Thursday.

**6-10.03**

The professional who leaves the service of the board before the end of the school year for whatever reason shall receive, upon his or her departure, the amounts and the accumulated vacation days owing to him or her.

**6-10.04**

The following information must appear on the salary statement:

- a) surname and given name;
- b) date and pay period;
- c) salary for regular working hours;
- d) overtime;
- e) details of deductions;
- f) net pay;
- g) cumulative total of each of the preceding elements if the pay system of the board permits.

**6-10.05**

If the board overpays a professional, the latter shall be consulted before any decision is made regarding the method of reimbursement. Failing agreement, the board shall determine the terms of reimbursement. The professional must not reimburse more than 10% of his or her gross salary per pay period. However, this maximum per pay period may be exceeded so as to ensure that the total amount owed be reimbursed over a 12-month period as of the first payment. The same terms also apply to benefits or indemnities overpaid to a professional by the board under this agreement.

**6-10.06**

A professional who leaves the employment of the board shall retain, after his or her departure, the right to contest, by means of a grievance according to the procedure prescribed in Chapter 11-0.00, the application by the board of clauses 6-10.03 and 6-10.07.

**6-10.07**

The board shall give the professional, on the day of his or her departure, a signed statement of the amounts of salary owing, provided that the professional has given the board prior notice of his or her departure.

The board shall give or send the professional a salary statement in the pay period following his or her departure. Fringe benefits redeemable under this agreement shall be paid to the professional no later than 45 days after his or her departure.

**6-10.08**

Upon prior request, the board shall give, on the last day of his or her employment, the professional a written attestation of the duration of service with the board.

**6-10.09**

Following an agreement between the board and the union, the board shall deduct from the pay of the professional, who so authorizes in writing, a regular amount to be deposited in a financial institution.

**CHAPTER 7-0.00 FRINGE BENEFITS****ARTICLE 7-1.00 LIFE, HEALTH AND SALARY INSURANCE PLANS<sup>1</sup>****Section 1 General provisions****7-1.01**

The following shall be eligible to participate in the life, health and salary insurance plans described hereinafter and the complementary plans as of the prescribed date and until the beginning of his or her retirement:

- a) The professional employed on a basis of 75% or more of the number of hours in the regular workweek prescribed in article 9-1.00.

The board shall pay its full contribution for the professional concerned.

- b) The professional employed on a basis of less than 75% of the number of hours in the regular workweek prescribed in article 9-1.00.

In this case, the board shall pay half of the contribution payable for a full-time professional, the professional paying the remainder of the board's contribution in addition to his or her own.

Subject to clause 7-1.12, the participation of an eligible professional shall begin as of the coming into force of the plan if he or she is in the service of the board on that date; if not, as of his or her entry into service.

**7-1.02**

For the purpose of this article, the word "dependent" means the professional's spouse within the meaning of clause 1-1.13 or dependent child defined as follows:

dependent child: a child of a professional, of his or her spouse or of both or a child living with the professional for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the professional for his or her financial support and who is under 18 years of age; every child 25 years of age or under who is a duly registered student attending, on a full-time basis, a recognized institution of learning, or a child of any age who has become totally disabled before reaching his or her 18<sup>th</sup> birthday or before reaching his or her 25<sup>th</sup> birthday if he or she was a duly registered student attending a recognized institution of learning on a full-time basis and has remained continuously disabled since that time.

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<sup>1</sup> For clauses 7-1.11, 7-1.13, 7-1.15, 7-1.16, 7-1.20 and 7-1.28, see Appendix "A" concerning the computerized billing of group insurance premiums.



**7-1.03**

The word "disability" means any state of incapacity resulting from illness, including a surgical procedure related directly to family planning, an accident subject to clauses 7-1.47 to 7-1.67 or an absence provided for in clause 7-2.21, which requires medical attention and which renders the professional 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.

**7-1.04**

A period of disability is any continuous period of disability or any series of successive periods of disability separated by fewer than 35<sup>1</sup> days of actual full-time work or of availability for full-time work, unless the professional establishes in a satisfactory manner that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.

**7-1.05**

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 the purposes of this article, the period during which the professional receives treatment or medical care in view of his or her rehabilitation shall be considered as a period of disability.

**7-1.06**

The provisions of the life insurance plan in the 2015-2020 agreement (P2) shall remain in force under the conditions provided therein until the date of the coming into force of this agreement.

The provisions of the health insurance plan in the 2015-2020 agreement (P2) shall remain in force, under the conditions stipulated therein, until the date of the coming into force of this agreement. However, the policies for the health insurance plans and the complementary plans in effect at the time of the coming into force of this agreement shall continue to apply without modification with the exception of the annual increase in premiums until the date set by the Insurance Committee of the Centrale in accordance with clause 7-1.18.

The provisions of the salary insurance plan in article 7-1.00 of the 2015-2020 agreement (P2) shall continue to apply until the date of the coming into force of this agreement.

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<sup>1</sup> Read "eight days" instead of "35 days" if the continuous disability period which precedes his or her return to work is equal to or less than three calendar months.

**7-1.07**

The new policies for the health insurance plans and the complementary plans shall come into force on the date set by the Insurance Committee of the Centrale.

**7-1.08**

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

**Section 2 Basic health insurance plan****7-1.09**

The plan shall cover under the terms set down by the Insurance Committee of the Centrale all drugs sold by a licensed pharmacist or by a duly authorized physician as prescribed by a physician or a dentist.

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

**7-1.10**

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

**7-1.11**

A professional who is 65 years of age or older who continues to participate in the drug benefit plan under the Régie de l'assurance maladie du Québec (RAMQ) shall continue to be covered by the compulsory health insurance plan for the benefits not covered under the plan of the RAMQ.

**7-1.12**

A professional who has refused or ceased to be a participant in the plan may again become eligible thereto subject to the following condition:

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

Where the professional submits a request to the insurer within 30 days of the termination of the insurance coverage which allowed an exemption, the insurance shall take effect on the date on which his or her coverage ceases. If the request is submitted after 30 days of the termination of insurance coverage, the insurance shall take effect on the first day of the pay period during which the insurer receives the request.

In the case of a person who, prior to his or her request, was not insured under this group insurance plan, the insurer shall not be responsible for the payment of benefits which could be payable by the previous insurer under an extension or conversion clause or otherwise.

### 7-1.13

The board's contribution to the health insurance plan on behalf of each professional shall be established as follows:

- a) in the case of a participant insured for himself or herself and his or her dependents:
    - i) from April 1, 2020 until the pay period following the 45<sup>th</sup> day of the signing of the agreement:  
\$60 per year plus tax, where applicable;
    - ii) from the pay period following the 45<sup>th</sup> day of the signing of the agreement:  
\$120 per year plus tax, where applicable;
  - b) in the case of a participant insured under the individual plan:
    - i) from April 1, 2020 until the pay period following the 45<sup>th</sup> day of the signing of the agreement:  
\$24 per year plus tax, where applicable;
    - ii) from the pay period following the 45<sup>th</sup> day of the signing of the agreement:  
\$48 per year plus tax, where applicable;
- or
- double the contribution paid by the participant himself or herself for the benefits provided under the health insurance plan.

### 7-1.14

In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts stipulated in clause 7-1.13 shall be reduced by 2/3 of the yearly cost of the drug benefits included in the plan.

**7-1.15**

Every policy must include, among others, the following stipulations:

- a) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses for reimbursement under the health insurance plan;
- b) a guarantee to the effect that neither the factors of the retention formula nor the rate according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year nor more often than every January 1 thereafter;
- c) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates after deduction of the agreed amounts according to the predetermined retention formula;
- d) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of this period;
- e) no premium shall be payable for a pay period on the first day of which the professional is not a participant; also, the premium shall be payable in full for a pay period during which the professional's participation terminates;
- f) the insurer must forward at the same time to the Ministère and the QESBA a copy of every document of a general nature sent to the boards or the insured;
- g) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- h) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any information which may be required to test the accuracy of the retention calculation;
- i) any change to the coverage and the resulting deduction at source for a professional already in the employ of the board, following the birth, adoption of a first child or a change in status, shall take effect on the date of the event if the request is made to the insurer within 30 days of the event. A change concerning the coverage under the health insurance plan made after 30 days of the event shall take effect on the first day of the pay period during which the insurer receives the request;
- j) if it is accepted by the insurer, any other change concerning the coverage and the resulting deduction at source for a professional already in the employ of the board shall take effect on the first day of the full pay period after the board receives the notice of acceptance issued by the insurer;
- k) the definitions of spouse and dependent child are identical to those found in clauses 1-1.13 and 7-1.02.

**Section 3 Complementary insurance plans to which the board does not contribute****7-1.16**

- a) The Insurance Committee of the Centrale shall determine the provisions of no more than three complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.

The Insurance Committee of the Centrale shall determine whether each of these plans is compulsory or optional.

- b) Every policy must include, among others, the following stipulations:
- i) the provisions of subparagraphs b) to j) of clause 7-1.15;
  - ii) in the event that a complementary plan is optional, the participation of a new professional eligible for a complementary plan shall take effect within 30 days of the request if it is made within 30 days of the entry into service of the professional;
  - iii) if the request is made more than 30 days after his or her entry into service, the participation of a new professional eligible for an optional complementary plan shall take effect on the first day of the full pay period after the board receives the notice of acceptance issued by the insurer.

**7-1.17**

In the case of boards that have, on the date of the coming into force of this agreement, optional complementary personal insurance plans other than those established by the Centrale, the following provisions apply:

- a) the personal insurance policies and the resulting administrative measures for boards are maintained;
- b) any modification to any one of the plans or policies must be made in accordance with the provisions of the provincial complementary plans by adapting them accordingly;
- c) the union may choose to replace all the existing local plans by the provincial complementary plans. In this case, a notice of modification must be forwarded to the board at least 60 days before it comes into force.

**Section 4 Insurance Committee of the Centrale****7-1.18**

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

**7-1.19**

The Insurance Committee of the Centrale may 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:

- a) the professionals' contribution to the plan and the board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retirees;
- b) all disbursements, contributions and rebates pertaining to retirees be recorded separately and any additional contribution which may be payable by the professionals by virtue of the extension to retirees be clearly identified as such.

**7-1.20**

The insurer selected for all plans must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting the insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.

**7-1.21**

The Insurance Committee of the Centrale must carry out a comparative analysis of all bids received, if applicable, and after making its choice, provide the QESBA and the Ministère with a report on the analysis and a statement giving reasons for its choice.

**7-1.22**

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

**7-1.23**

Any change in premiums resulting from a change to the plan may take effect only on January 1 following a written notice to the board sent at least 60 days in advance.

**7-1.24**

The benefit of exemption from a plan must be the same for all plans as regards its starting date and it must be total. Moreover, it cannot begin prior to the first complete pay period following the 52<sup>nd</sup> consecutive week of total disability.

**7-1.25**

There can be no more than one update campaign per three years for all plans; the campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the changes shall come into force on January 1 not less than 60 days after a written notice was sent to the board.

**7-1.26**

Dividends or rebates to be paid, as a result of favourable experience with the plans, shall constitute funds entrusted to the management of the Insurance Committee of the Centrale. Fees, salaries, expenses or disbursements incurred for the implementation and application of the plans shall constitute liens on these funds.

The balance of funds shall be used by the committee to meet the increases in the rates of premiums, to improve existing plans or to be repaid directly to the participants by the insurer according to the formula determined by the committee or to grant a waiver of premiums. In this latter case, the waiver must be for at least four months and it must take effect as of January 1 or end on December 31. The waiver must be preceded by a notice of at least 60 days to the board.

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

**7-1.27**

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

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

**Section 5 Intervention of the board****7-1.28**

The board shall facilitate the implementation and application of the plans, in particular by:

- a) informing new professionals;
- b) registering new professionals;
- c) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain a participant's file up-to-date;

- d) forwarding the deducted premiums to the insurer;
- e) providing professionals with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- f) forwarding information normally required of the employer by the insurer for settling certain compensations;
- g) forwarding to the insurer the names of professionals who have indicated to the board that they intend to retire.

### 7-1.29

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

## Section 6 Standard life insurance plans

### 7-1.30

The full-time professional shall benefit, without contribution on his or her part, from an amount of life insurance equal to \$6 400.

The amount shall be \$3 200 for the professional referred to in subparagraph b) of clause 7-1.01.

## Section 7 Salary insurance plan

### 7-1.31

- a) Subject to the provisions of this article and subject to clauses 7-1.47 to 7-1.67, every professional 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 working days: 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 prescribed in subparagraph i), where applicable, but in no event before the expiry of a waiting period of five working days from the beginning of the period of disability and for a period of up to 52 weeks from the beginning of the period of disability: the payment of a benefit equal to 85% of his or her salary;



- iii) upon the expiry of the abovementioned period of 52 weeks and for an additional period of up to 52 weeks: the payment of a benefit equal to 66 2/3% of his or her salary.
- b) During a disability period, on the written recommendation of the attending physician, the board and the regular professional who has been absent for at least 12<sup>1</sup> weeks may agree to a return to work on a gradual basis. The period of disability already begun shall continue during the period of gradual return to work, but the period during which some or all of the benefits are payable shall not exceed 104 weeks. In this case:
  - i) the medical certificate must stipulate that the period of gradual return to work must be immediately followed by the professional's return to work on a full-time basis;
  - ii) the board and the professional accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the professional will return to work on a gradual basis, which shall not exceed 12<sup>2</sup> weeks, and shall determine the proportion of time worked;
  - iii) while at work, the professional must be able to perform all of his or her duties according to the proportion agreed to.
- c) During the period of gradual return to work, the professional shall be entitled to his or her salary for the proportion of time worked and to the benefit payable to him or her for the proportion of time not worked. These proportions shall be calculated on the basis of the number of hours worked in relation to the regular workweek stipulated in article 9-1.00.
- d) Upon the termination of the period initially set for the gradual return, if the professional is unable to return to work on a full-time basis, the board and the professional may agree on another period of gradual return while complying with the other conditions prescribed in this clause.

### 7-1.32

Under clause 7-1.31, the professional's salary for the purposes of calculating the benefit is the salary rate he or she would receive if he or she were in service, subject to article 6-6.00, including, where applicable, premiums for regional disparities, the premium paid to psychologists prescribed in Letter of agreement n° 6 and the additional remuneration related to the recognition of a master's degree, except for any inconvenience premium. For eligible professionals whose workweek includes fewer hours than the hours prescribed in article 9-1.00, the amount of the benefit shall be calculated in proportion to the time worked in relation to the regular workweek.

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<sup>1</sup> Exceptionally, the board and the absent regular professional may agree on a gradual return to work before the 12-week period.

<sup>2</sup> Exceptionally, the board and the absent professional may agree on a period of gradual return to work exceeding 12 weeks.

**7-1.33**

As long as benefits remain payable, including the waiting period, if any, the disabled professional shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (TPP), the Civil Service Superannuation Plan (CSSP), the Pension Plan of Certain Teachers (PPCT) or the Pension Plan of Management Personnel (PPMP) 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 prescribed in subparagraph i) of paragraph a) of clause 7-1.31, he or she shall benefit from a waiver of his or her contributions to his or her pension plan (RREGOP, TPP, CSSP, PPCT or PPMP) without losing any rights. Provisions relating to the waiver of contributions are an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The board may not cancel or fail to renew the engagement of the professional for the sole reason of his or her physical or mental impairment as long as the latter can receive salary insurance or work accident benefits as a result of the application of clause 7-1.31 or clauses 7-1.47 to 7-1.67 and then, clause 7-1.44. However, the fact that a professional does not avail himself or herself of clause 7-1.44 cannot prevent the board from cancelling or not renewing the engagement of the said professional.

**7-1.34**

- a) The benefits paid under clause 7-1.31 are reduced by the initial amount of all disability benefits paid to a professional by virtue of a provincial or federal law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23), regardless of subsequent increases in basic benefits arising from indexation.
- b) When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the professional's gross taxable income shall be established as follows: the board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount of benefit received from the SAAQ and the difference is brought to the professional's gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and this agreement.
- c) The board shall deduct 1/10 of a day from the bank of sick-leave days per day used under subparagraph i) of paragraph a) of clause 7-1.31 if the professional receives benefits from the SAAQ.

- d) As of the 61<sup>st</sup> day from the beginning of a disability, the professional who is presumed to be entitled to a disability benefit under a provincial or federal law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23), must, upon written request by the board, accompanied by the appropriate forms, request such a benefit and meet all the obligations which may follow from such a request. However, the reduction of the benefit prescribed in clause 7-1.31 is made only from the moment when the professional is recognized as eligible and actually begins to receive the benefit prescribed by law. In the case where a benefit prescribed by law is granted retroactively to the first day of the disability, the professional shall reimburse the board, as the case may be, for the portion of the benefit prescribed under clause 7-1.31 as a result of the application of paragraph a) of this clause.
- e) Every professional who receives a disability benefit paid by virtue of a provincial or federal law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23), must, in order to be entitled to salary insurance benefits under clause 7-1.31, 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 Retraite Québec which administer a disability benefit plan from which he or she receives benefits.

**7-1.35**

Payment of this benefit shall terminate at the latest on the date the professional begins his or her retirement.

**7-1.36**

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the professional has provided the board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability prescribed in clause 7-1.31 shall begin on the date of the professionals' return to work.

**7-1.37**

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board, subject, however, to the professional providing the supporting documents as required in clause 7-1.38.

**7-1.38**

At any time, the authority designated by the board may require that the professional who is absent because of disability provide 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 professional is absent for less than four days. The authority designated by the board may also require an examination of the professional concerned in connection with any absence. The cost of the examination as well as the professional's transportation costs when the examination requires him or her to travel more than 45 kilometres from his or her place of work shall be borne by the board.

Upon the professional'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. The cost of the examination as well as the professional's transportation costs when the examination requires him or her to travel more than 45 kilometres from his or her place of work shall be borne by the board. If the professional's physician and the board's physician disagree, the board and the union shall choose a third physician within 15 days, failing which, the two physicians shall agree, within the following 30 days, on the choice of a 3<sup>rd</sup> physician whose decision cannot be appealed.

The board must treat the medical certificates and medical examination results in a confidential manner.

### 7-1.39

When payment of benefits is refused by reason of presumed nonexistence or termination of any disability, the professional may appeal the decision according to the procedure for settling grievances.

## Section 8 Sick-leave days

### 7-1.40

- a) On July 1 of every year, where applicable, the board shall credit each professional whose regular workweek includes the number of hours prescribed in article 9-1.00 and who is covered by this article with seven sick-leave days. The days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year under subparagraph i) of paragraph a) of clause 7-1.31 or another provision of the collective agreement, at the rate of 1/260.9 of the salary applicable on that date per day not used, the proportion of 1/260.9 of the salary applying to the fraction of a day not used.
- b) However, the professional on a leave of absence without salary, a leave of absence with salary for educational purposes, a preretirement leave or receiving the benefits prescribed in subparagraph iii) of paragraph a) of clause 7-1.31 shall be credited a fraction of the seven days of sick leave equal to the fraction of time he or she is in service.
- c) However, if the professional continues to receive the benefits prescribed in subparagraph ii) of paragraph a) of clause 7-1.31 on the first day of the work year, he or she shall, where applicable, be credited a fraction of the seven days of sick leave insofar as he or she resumes his or her service with the board.
- d) Moreover, in the case of a first year of service of a regular professional who is not relocated within the framework of security of employment, the board shall add a credit of six nonredeemable sick-leave days.

- e) If a regular professional was engaged in the course of a year and was granted fewer than six nonredeemable sick-leave days, he or she shall be entitled, on the first day of the following work year, if he or she remains in the service of the same board, to the difference between six days and the number of nonredeemable sick-leave days granted to him or her on the effective date of his or her engagement.
- f) The regular professional who has 13 or fewer days of sick leave accumulated to his or her credit on June 1 may, upon a written notice to the board prior to that date, choose not to redeem, on June 30, the balance of the seven days granted under paragraph a) of this clause and not used under the collective agreement. The professional having made this choice shall add, on June 30, the balance of these seven days, which are now nonredeemable, to the sick-leave days already accumulated.

However, the regular professional may add the balance or a portion thereof, on June 30, of the seven days granted under paragraph a) to his or her vacation, if the board and the union have agreed on the terms and conditions to this effect.

#### **7-1.41**

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

Nevertheless, if a professional has used, in accordance with the collective agreement, some or all of the sick-leave days that the board credited to him or her on July 1 of one year, no claim shall be made for the days thus used.

#### **7-1.42**

In the case of a professional whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00, the number of days credited shall be calculated in proportion to the number of hours worked in relation to the number of hours prescribed in article 9-1.00.

#### **7-1.43**

- a) The professional receiving, on the date of the coming into force of this agreement, benefits under subparagraphs i), ii) and iii) of paragraph a) of clause 7-1.31 of the 2015-2020 agreement (P2) shall continue to be governed by those provisions for the duration of the disability period already begun, it being understood that the salary rate used to calculate his or her benefits is the salary applicable to him or her under this agreement.
- b) The effective date of the beginning of a period of disability shall not be modified by the coming into force of this agreement.

- c) The disabled professional who is not entitled to any benefit on the date of the coming into force of this agreement shall be covered by the salary insurance plan prescribed in this agreement as of his or her return to work or when he or she begins a new period of disability.

## **Section 9 Former banks of sick-leave days**

### **7-1.44**

- a) The professionals<sup>1</sup> who were entitled to redeemable sick-leave days shall retain their right to be reimbursed for the value of the redeemable days accumulated until December 31, 1973 in conformity with the provisions of the previously applicable collective agreements or a regulation of the board having the same effect, it being stipulated that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service both before and after June 30, 1973.

The value shall be determined on the basis of the salary on June 30, 1973 and shall bear interest at the rate of 5% compounded yearly. However, the interest resulting from this annual rate of interest shall be effective from January 1, 1974 to June 30, 1974 and, thereafter, from July 1 to June 30 of each subsequent school year. The provisions shall not, however, change the value already set for the redeemable sick-leave days the value of which has been determined under a former agreement or a regulation of the board having the same effect.

- b) The value of redeemable days to a professional's credit may be used to pay for the cost of buying back previous years of service as prescribed in the provisions of the pension plans (TPP, RREGOP, PPCT and PPMP).

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<sup>1</sup> For the purposes of determining the benefits related to the previous banks of sick-leave days, professionals whose association was represented by the Fédération des professionnels des services éducatifs du Québec in 1983-1985 shall remain governed by clause 5-10.41 of the 1983-1985 P-1 agreement or, where applicable, by clause 5-10.43 of the 1983-1985 P-2 agreement. However, the 55 years of age prescribed in paragraph d) of clause 7-1.44 of this agreement applies to these same professionals.

- c) Notwithstanding clause 7-1.45, the redeemable sick-leave days to a professional's credit on December 31, 1973 may also be used, at the rate of one day per day, for purposes other than illness, when the former collective agreements or a regulation of the board having the same effect provided for such use. Similarly, the redeemable sick-leave days to a professional's credit on December 31, 1973 may also be used, at the rate of one day per day, for purposes other than illness, namely: the leave mentioned in article 7-2.00 or to extend the professional's disability leave upon the termination of the benefits prescribed in subparagraph iii) of paragraph a) of clause 7-1.31 or for a preretirement leave. The professional may also use the nonredeemable sick-leave days to his or her credit, at the rate of one day per day, to extend his or her disability leave upon the termination of the benefits referred to in subparagraph iii) of paragraph a) of clause 7-1.31 and the leave mentioned in article 7-2.00, provided he or she has already used up his or her redeemable sick-leave days (except those prescribed in subparagraph i) of paragraph a) of clause 7-1.31).
- d) The redeemable sick-leave days to a professional's credit on December 31, 1973 as well as the nonredeemable sick-leave days to his or her credit may also be used, at a rate of one day per day, up to a maximum of 10 days per year, to be added to the vacation period of the professional who has 30 years or more of continuous service within the meaning of clause 8-1.01. The provisions of this paragraph shall also apply to the professional who is 55 years of age even if he or she does not have the required 30 years of continuous service within the meaning of clause 8-1.01.
- e) The redeemable sick-leave days to a professional's credit on December 31, 1973 shall be considered as used on that date when used under this clause or any other clause of this article.

#### **7-1.45**

The professional who, in accordance with the agreement in effect on June 30, 1975 or the Administrative and Salary Policy for Professionals (document 27-10), as the case may be, chose not to use his or her redeemable sick-leave days shall be considered as retaining that choice for the duration of this agreement. However, the professional may modify his or her choice by so advising the board in writing.

#### **7-1.46**

The sick-leave days to a professional's credit on July 1, 2020 shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- a) the redeemable days credited under the 2015-2020 agreement (P2) and, as of July 1, 2022, those credited under clause 7-1.40;
- b) after having used up the days mentioned in subparagraph a), the other redeemable days to the professional's credit;

- c) after having used up the days mentioned in subparagraphs a) and b), the nonredeemable days to the professional's credit.

## **Section 10 Work accidents and occupational diseases**

### **7-1.47**

The provisions under this section apply to the professional who suffers a work accident or contracts an occupational disease covered by the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001).

The professional who suffered a work accident before August 19, 1985 and who is still absent for that reason shall remain covered by the Workmen's Compensation Act (R.S.Q., c. A-3) as well as by clauses 5-10.47 to 5-10.67 of the 1983-1985 collective agreement.

### **7-1.48**

The provisions of this section corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001) apply insofar as the provisions of the Act apply to the board.

## **Definitions**

### **7-1.49**

For the purpose of this section, the following terms and expressions mean:

- a) work accident: a sudden and unforeseen event, attributable to any cause, which happens to a professional, arising out of or in the course of his or her work and resulting in an employment injury to him or her;
- b) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured professional is foreseeable;
- c) suitable employment: an appropriate position that allows a professional who has suffered an employment injury to use his or her remaining ability to work and his or her qualifications, that he or she has a reasonable chance of obtaining, and the working conditions of which do not endanger the health, safety or physical well-being of the professional, considering his or her injury;
- d) equivalent employment: a position of a similar nature to that held by the professional when he or she suffered the employment injury, from the standpoint of the qualifications required, wages, fringe benefits, duration and working conditions;
- e) health establishment: a public establishment within the meaning of the Act respecting health services and social services (CQLR, chapter S-4.2);



- f) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

An injury or a disease which is solely due to gross and voluntary negligence on the part of the professional who suffers or contracts such an injury or disease shall not be an employment injury unless it results in the professional's death or it permanently and severely affects his or her physical or mental well-being;

- g) occupational disease: a disease arising out of or in the course of his or her work and characteristic of that work or directly related to the risks peculiar to that work;
- h) health professional: a professional in the field of health within the meaning of the Health Insurance Act (CQLR, chapter A-29).

### Miscellaneous provisions

#### 7-1.50

The professional must inform the board of the details concerning the employment injury before leaving the institution where he or she works, if he or she is able to do so, if not, as soon as possible. Moreover, he or she shall provide a medical certificate to the board in conformity with the Act if the employment injury which he or she suffers renders him or her unable to perform his or her duties after the day on which it manifested itself.

#### 7-1.51

The board shall inform the union of every work accident or occupational disease which a professional has suffered or contracted as soon as it is brought to its attention.

#### 7-1.52

The professional may be accompanied by the union delegate to any meeting with the board concerning an employment injury which he or she has suffered; in this case, the union delegate may temporarily interrupt his or her work without loss of salary or reimbursement after having obtained the permission of his or her immediate superior; permission cannot be refused without a valid reason.

#### 7-1.53

- a) The board must immediately give first aid to a professional who has suffered an employment injury and, if need be, provide transportation to a health establishment, to a health professional or to the professional's residence as required by his or her condition.
- b) The cost of transportation of the professional shall be assumed by the board, which shall reimburse it, if such is the case, to the person who incurred it.

- c) The professional shall have the choice of the health establishment, where possible. If the professional is unable to express his or her choice, he or she must accept the health establishment chosen by the board, but may later change for the health establishment of his or her choice.
- d) The professional shall be entitled to receive care from the health professional of his or her choice.

#### **7-1.54**

The board may require that a professional who has suffered an employment injury undergo an examination by a health professional that it designates in accordance with the Act, but must state its reasons for doing so. The cost of the examination and, where applicable, the transportation costs shall be reimbursed according to clause 7-1.38.

#### **Group plans**

#### **7-1.55**

The professional who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan mentioned in clause 7-1.30 and by the health insurance plan mentioned in clause 7-1.09.

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

The waiver shall no longer apply when the employment injury has consolidated or the professional is assigned temporarily as provided for in clause 7-1.61.

#### **7-1.56**

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 mentioned in clause 7-1.31 shall apply, subject to the second paragraph of this clause, if the professional is still disabled within the meaning of clause 7-1.03 and, in this case, 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 7-1.31 and 7-1.44.

However, for the professional who would receive from the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) 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 7-1.31, the salary insurance plan mentioned in this clause shall apply to make up the difference if the professional is still disabled within the meaning of clause 7-1.03 and, in this case, the date of the beginning of such an absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 7-1.31 and 7-1.44.

#### **7-1.57**

The bank of sick-leave days of a professional shall not be reduced for the days for which the CNESST has paid an income replacement indemnity until the date of consolidation of the employment injury as well as for the absences provided for in clause 7-1.67.

### **Salary**

#### **7-1.58**

As long as a professional is entitled to the income replacement indemnity, but no later than the date of consolidation of the employment injury he or she has suffered, he or she shall be entitled to his or her salary as if he or she were at work subject to the following provisions. His or her gross taxable salary shall be determined in the following manner: the board shall deduct the equivalent of all amounts required by law and this agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity and the difference shall be brought to a gross taxable salary on the basis of which the board shall deduct all amounts, contributions and dues required by law and this agreement.

The application of this clause cannot have the effect of granting a professional who is so entitled a salary higher than that he or she would have received had he or she remained at work.

For the purposes of this clause, the salary to which the professional is entitled includes, where applicable, premiums for regional disparities.

#### **7-1.59**

Subject to clause 7-1.58, the CNESST shall reimburse the board the amount corresponding to the income replacement indemnity set by the CNESST.

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

**Right to return to work****7-1.60**

A professional 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.

**7-1.61**

The board may temporarily assign work to a professional while awaiting the professional to again become able to resume his or her position or a suitable or equivalent position even if his or her employment injury has not consolidated, the foregoing as prescribed by the Act.

**7-1.62**

Once his or her employment injury has consolidated, the professional shall resume his or her position or another position to which he or she is reassigned or transferred by the board in accordance with the other provisions of this agreement. If the position is abolished, the professional shall be entitled to the benefits he or she would have had had he or she been at work.

**7-1.63**

A professional who, although unable to resume his or her duties because of an employment injury, but who may be able to use his or her remaining ability and his or her qualifications to work shall be entitled to hold, in accordance with clause 7-1.64, an equivalent position or a suitable available position that the board intends to fill provided that he or she is able to do so.

**7-1.64**

The exercise of the right mentioned in clause 7-1.63 shall be subject to the terms and conditions which follow:

- a) if it involves a professional position or another position:
  - i) the professional shall submit his or her application in writing;
  - ii) the professional has the required qualifications and meets the other requirements determined by the board;
  - iii) the applicable collective agreement so permits;

- b) the right of the professional can only be exercised during the two years immediately following the beginning of his or her absence or in the year following the date of consolidation according to whichever date is later.

#### **7-1.65**

The professional who obtains a position referred to in clause 7-1.63 shall benefit from an adaptation period of 30 working days; at the end of that period, the professional cannot keep the position if the board deems he or she is unable to perform his or her duties adequately. In such a case, the professional shall be considered as not having exercised the right prescribed in clause 7-1.63 and may again benefit from this clause.

#### **7-1.66**

Notwithstanding any provision to the contrary, the professional who obtains a position referred to in clause 7-1.63 shall receive the salary of his or her new position.

#### **7-1.67**

Once the professional who has suffered an employment injury returns to work, the board shall pay him or her his or her salary within the meaning of the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001), including the premiums for regional disparities to which he or she is entitled, where applicable, for each day or part of day during which he or she must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity of his or her personal rehabilitation program.

### **ARTICLE 7-2.00 PARENTAL RIGHTS<sup>1</sup>**

#### **Section 1 General provisions**

##### **7-2.01**

The maternity leave allowances prescribed in Section 2 and the paternity leave or adoption allowances prescribed in Section 4 shall only be paid as supplements to the parental insurance or Employment Insurance benefits, as the case may be, or in the cases prescribed below, as payments during a period of absence during which the Québec Parental Insurance Plan (QPIP) and the Employment Insurance Plan (EIP) do not provide any benefits.

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

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<sup>1</sup> At the time of signing of the agreement, professionals entitled to any of the provisions of article 7-2.00 of the 2015-2020 agreement (P2) remain covered by those provisions.

In the case where the professional shares the adoption or parental benefits prescribed by the Québec Parental Insurance Plan or the Employment Insurance Plan with his or her spouse, allowances shall be paid only if the professional actually receives a benefit under either plan during the maternity leave prescribed in clause 7-2.05, the paternity leave prescribed in paragraph B) of clause 7-2.23 or the adoption leave prescribed in paragraph C) of clause 7-2.27.

### 7-2.02

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

### 7-2.03

- A) The board shall not reimburse a professional for an amount that could be claimed from the professional by the Minister of Labour, Employment and Social Solidarity under the Act respecting parental insurance (CQLR, chapter A-29.011).

Also, the board shall not reimburse the professional for the amounts that Employment and Social Development Canada (ESDC) could require the professional to pay under the Employment Insurance Act (S.C. 1996, c. 23).

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

### 7-2.04

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

## Section 2 Maternity leave

### 7-2.05

- A) The duration of a pregnant professional's maternity leave:
- eligible for benefits under the Québec Parental Insurance Plan is 21 weeks;
  - eligible for benefits under the Employment Insurance Plan is 20 weeks;

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

- ineligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan is 20 weeks.

The weeks of maternity leave must be consecutive, subject to paragraphs A) and B) of clause 7-2.09.

- B) The professional who becomes pregnant while on a leave without salary or a part-time leave without salary prescribed in this article shall also be entitled to a maternity leave, as defined in paragraph A), and to the allowances prescribed in clause 7-2.10, 7-2.11 or 7-2.13, as the case may be.
- C) Should the professional's spouse die, the remainder of the maternity leave and the inherent rights and benefits shall be transferred to the professional.
- D) A professional shall also be entitled to the maternity leave in cases where there is a miscarriage after the beginning of the 20<sup>th</sup> week prior to the expected date of delivery.

#### **7-2.06 Distribution of leave**

The distribution of maternity leave, before and after delivery, shall be decided by the professional and shall include the day of delivery. However, the leave of the professional eligible under the Québec Parental Insurance Plan shall be concurrent with the period during which benefits are paid under the Act respecting parental insurance (CQLR, chapter A-29.011) and must begin no later than the week following the start of benefits payment under the Québec Parental Insurance Plan.

#### **7-2.07 Advance notice**

To obtain maternity leave, a professional must give written notice to the board at least two weeks before the date of her departure. Such a notice must be accompanied by a medical certificate or a written report signed by the midwife confirming the pregnancy and the due date.

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

#### **7-2.08 Extension of maternity leave**

If the birth occurs after the due date, the professional shall be entitled to extend the maternity leave for the length of time the birth is overdue, except if she still has at least two 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 professional requires it. The duration of extended maternity leave shall be specified in the medical certificate provided by the professional.

During those extensions, the professional is considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16 during the first six weeks and, subsequently, to the benefits prescribed in clause 7-2.34 during those extensions.

#### **7-2.09 Suspension and division of maternity leave**

##### **A) Suspension of maternity leave**

A professional who has sufficiently recovered from delivery, but whose child must remain in the health establishment may interrupt her maternity leave by returning to work. It is completed when the child is brought home.

Moreover, a professional who has sufficiently recovered from delivery, but whose child is hospitalized after leaving the health establishment may suspend her maternity leave, upon agreement with the board, by returning to work for the period during which the child is hospitalized.

##### **B) Division of maternity leave**

- a) Upon a professional's request, a maternity leave may be divided into weeks if her child is hospitalized or due to a situation, other than illness related to pregnancy, covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1).
- b) The maximum number of weeks during which the maternity leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For other possible divisions, the maximum number of weeks during which the leave is suspended is that prescribed in the Act respecting labour standards (CQLR, chapter N-1.1) for such a situation.

During those suspensions, the professional is considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall receive the benefits prescribed in clause 7-2.34 during those suspensions.

##### **C) Resuming the suspended or divided maternity leave**

When the professional resumes the maternity leave suspended or divided under paragraph A) or B) of this clause, the board shall pay the professional the allowance to which she would have been entitled had she not availed herself of such a suspension or division for the number of remaining weeks under clause 7-2.10, 7-2.11 or 7-2.13, as the case may be, subject to clause 7-2.01.



**7-2.10 Cases eligible for the Québec Parental Insurance Plan**

A professional who has accumulated 20 weeks of service<sup>1</sup> and who is eligible for benefits under the Québec Parental Insurance Plan shall receive for the 21 weeks of her maternity leave an allowance based on the following formula<sup>2</sup>:

1<sup>o</sup> sum of:

- a) the amount equal to 100% of the professional's basic weekly salary up to \$225; and
- b) the amount equal to 88% of the difference between the professional's basic weekly salary and the amount determined under subparagraph a) above;

and

2<sup>o</sup> from which sum, the amount of maternity or parental benefits that the professional is receiving or would receive under the Québec Parental Insurance Plan after submitting an application is deducted.

Such an allowance shall be calculated on the basis of the Québec Parental Insurance Plan benefits to which a professional is entitled without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance (CQLR, chapter A-29.011).

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

A professional who works for more than one employer shall receive an allowance equal to the difference between the amount determined by the board under paragraph 1<sup>o</sup> of this clause and the amount of Québec Parental Insurance Plan benefits corresponding to the proportion of basic weekly salary the board pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the professional shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of benefits paid to her under the Act respecting parental insurance (CQLR, chapter A-29.011).

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

<sup>2</sup> This formula was used to take into account the fact that, in such a case, the professional is exempt from contributing to the pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan.

**7-2.11 Cases ineligible for the Québec Parental Insurance Plan (QPIP) but eligible for the Employment Insurance Plan (EIP)**

The professional who has accumulated 20 weeks of service<sup>1</sup> and who is eligible for benefits under the Employment Insurance Plan, without being eligible for benefits under the Québec Parental Insurance Plan, shall be entitled during 20 weeks of her maternity leave to receive:

1<sup>o</sup> for each week of the waiting period prescribed under the Employment Insurance Plan, an allowance calculated in the following manner<sup>2</sup>:

sum of:

- a) the amount equal to 100% of the professional's basic weekly salary up to \$225; and
- b) the amount equal to 88% of the difference between the professional's basic weekly salary and the amount determined under subparagraph a) above;

2<sup>o</sup> for each of the weeks that follow the period prescribed under paragraph 1<sup>o</sup> above, an allowance based on the following formula:

sum of:

- a) the amount equal to 100% of the professional's basic weekly salary up to \$225; and
- b) the amount equal to 88% of the difference between the professional's basic weekly salary and the amount determined under subparagraph a) above;

and

- c) from which sum, the amount of maternity or parental benefits that the professional is receiving or would receive under the Employment Insurance Plan after submitting an application is deducted.

Such an allowance shall be calculated on the basis of the Employment Insurance benefits to which a professional is entitled without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the Employment Insurance Plan.

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

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

<sup>2</sup> This formula was used to take into account the fact that, in such a case, the professional is exempt from contributing to the pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan.

A professional who works for more than one employer shall receive an allowance equal to the difference between the amount determined by the board under paragraph 1<sup>o</sup> of this clause and the amount of Employment Insurance Plan benefits corresponding to the proportion of basic weekly salary the board pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the professional shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid to her by ESDC.

Moreover, if ESDC reduces the number of weeks of Employment Insurance benefits to which the professional would otherwise have been entitled had she not availed herself of the Employment Insurance benefits before her maternity leave, the professional shall continue to receive for a period equivalent to the weeks deducted by ESDC the allowance prescribed under paragraph 2<sup>o</sup> of this clause as if she had, during that period, availed herself of the Employment Insurance benefits.

### **7-2.12**

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

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

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

The total amounts received by the professional during her maternity leave as Québec Parental Insurance Plan or Employment Insurance Plan benefits, allowances and salary may not however exceed the gross amount determined under paragraph 1<sup>o</sup> of clause 7-2.10 or 7-2.11. This formula must be applied to the total basic weekly salaries received from her board or, where applicable, from her employers.

### **7-2.13 Cases ineligible for the Québec Parental Insurance Plan and the Employment Insurance Plan**

The professional ineligible under the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from any other allowances prescribed in clauses 7-2.10 and 7-2.11.

However, the professional who has accumulated 20 weeks' service is entitled to an allowance based on the following formula:

sum of:

- a) the amount equal to 100% of the professional's basic weekly salary up to \$225; and

- b) the amount equal to 88% of the difference between the professional's basic weekly salary and the amount determined under subparagraph a) above;

for 12 weeks, if she does not receive benefits under a parental rights plan established by another province or territory.

The fourth paragraph of clause 7-2.12 applies, adapted as required.

**7-2.14 In the cases mentioned in clauses 7-2.10, 7-2.11 and 7-2.13**

- A) No allowance may be paid during the vacation period for which a professional is paid.
- B) In the case of a professional eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, the allowance owing shall be paid by the board at two-week intervals, the first instalment need only be paid 15 days after the board receives proof that she is receiving benefits under either plan. For purposes of this paragraph, a benefit statement or information provided by the Ministère du Travail, de l'Emploi et de la Solidarité sociale or ESDC to the board in an official statement is considered as proof.
- C) Service shall be calculated with all the employers in the public and parapublic sectors (civil service, education, health and social services), health and social services agencies, all bodies for which professionals are subject to conditions of employment or salary scales or standards which by law are determined or approved by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body referred to in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

Moreover, the requirement of 20 weeks' service under clause 7-2.10, 7-2.11 or 7-2.13 is deemed to have been met, where applicable, when the professional meets this requirement with one of the employers mentioned in this paragraph C).

For information purposes, the following bodies are included:

Autorité des marchés financiers  
Autorité régionale de transport métropolitain (ARTM)  
Bibliothèque et Archives nationales du Québec  
Caisse de dépôt et placement du Québec  
Centres communautaires juridiques  
Commission de la capitale nationale du Québec  
Commission de la construction du Québec  
Commission des droits de la personne et des droits de la jeunesse  
Commission des services juridiques  
Conseil des arts et des lettres du Québec  
Corporation d'urgences-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 recherche du Québec – Santé (FRQS)  
Fonds de recherche du Québec – Nature et technologies (FRQNT)  
Fonds de recherche du Québec – Société et culture (FRQSC)  
Fonds d'indemnisation du courtage immobilier  
Héma-Québec  
Institut national de santé publique du Québec  
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  
Offices jeunesse internationaux du Québec (LOJIQ)  
Protecteur du citoyen  
Régie de l'énergie  
Société de développement et de mise en valeur du Parc olympique  
Réseau de transport métropolitain (RTM-Exo)  
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 québécoise d'information juridique  
Société québécoise de récupération et de recyclage (RECYC-QUÉBEC)  
Société québécoise des infrastructures  
Tribunal administratif du travail (TAT), division des services essentiels

- D) The basic weekly salary of the professional whose workweek includes fewer hours than the hours prescribed in article 9-1.00 is the average basic weekly salary that she received during the last 20 weeks preceding her maternity leave.

If, during that period, the professional received benefits based on a certain percentage of her regular salary, it is understood that, for calculation purposes, the professional's basic weekly salary during her maternity leave is the basic salary on the basis of which the benefits were determined.

However, any period during which the professional on special leave as provided for in clause 7-2.20 does not receive any benefits from the CNESST shall be excluded for the purpose of calculating her average basic weekly salary.

If the 20-week period preceding the maternity leave of the professional whose workweek has fewer hours than the hours prescribed in article 9-1.00 includes the date of the increase of the salary rates and scales, the basic weekly salary shall be calculated on the basis of the salary rate in force on that date. If, on the other hand, the maternity leave includes that date, the basic weekly salary shall change on that date according to the applicable salary scale adjustment formula.

The provisions of paragraph D) constitute one of the express stipulations of clause 7-2.04.

- E) In the case where the nontenured regular professional is nonreengaged because of surplus, the maternity leave benefits to which she is entitled under the collective agreement and paid by the board shall terminate as of the date of the nonreengagement.

Subsequently, in the case where the professional is reengaged under the priority of employment provided for in clause 5-6.06, the maternity leave benefits shall be reestablished as of the date of the reengagement.

In this case, the weeks for which the professional received maternity leave benefits and the weeks included in the period during which she was nonreengaged shall be deducted from the number of weeks to which the professional is entitled under clause 7-2.10, 7-2.11 or 7-2.13, as the case may be, and the maternity leave allowances shall be reestablished for the number of weeks remaining under clause 7-2.10, 7-2.11 or 7-2.13, as the case may be.

#### **7-2.15**

During the maternity leave and the first six weeks of the extended leave prescribed in clause 7-2.08, the professional, insofar as she is normally entitled to it, shall benefit from the following:

- life insurance plan;
- health insurance plan by paying his or her share;
- accumulation of vacation and payment made in lieu thereof;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for security of employment 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.

#### **7-2.16**

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

**7-2.17**

The maternity leave may be of shorter duration than that prescribed in clause 7-2.05. If the professional returns to work within the two weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

**7-2.18**

During the fourth week preceding the termination of the maternity leave, the board must send the professional a notice indicating the anticipated date of the termination of the said leave.

The professional to whom the board has sent such a notice<sup>1</sup> must report to work upon the termination of the maternity leave, unless such leave is extended as provided for in clause 7-2.33.

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

**7-2.19**

When she returns from her maternity leave, the professional shall return to her position or, where applicable, a position obtained at her request during her leave, in accordance with the provisions of the collective agreement. If the position is abolished, the professional shall be entitled to the benefits she would have had had she been at work at that time.

**Section 3 Special leaves regarding pregnancy and breastfeeding****7-2.20 Temporary assignment and special leave**

- A) The professional may request to be temporarily assigned to another position, whether vacant or temporarily vacant, in the same employment group or, if she agrees and subject to the provisions of the agreement, in another employment group, in the following cases:
- a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
  - b) her working conditions involve dangers for her child whom she is breastfeeding;
  - c) she works regularly at a cathode-ray screen.

The professional must present a medical certificate to this effect as soon as possible.

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<sup>1</sup> The notice cannot be sent by e-mail.

- B) When the board receives a request for a preventive reassignment, it shall immediately inform the union giving the name of the professional and the reasons supporting the request for preventive reassignment.
- C) The professional so assigned to another position shall retain the rights and privileges of her regular position.
- D) If the assignment is not carried out immediately, the professional shall be entitled to a special leave to begin immediately. Unless a temporary assignment arises afterward to cancel the special leave, the special leave shall terminate, for the pregnant professional, on the date of the birth and, for the professional who is breastfeeding, at the end of the period during which the child is breastfed. However, the special leave of the professional eligible for benefits payable under the Act respecting parental insurance (CQLR, chapter A-29.011) shall end as of the fourth week prior to the due date.
- E) During the special leave mentioned in this clause, the professional's allowance shall be governed by the provisions of the Act respecting occupational health and safety (CQLR, chapter S-2.1) concerning the preventive reassignment of the professional who is pregnant or who is breastfeeding.

However, following a written request to this effect, the board shall pay the professional an advance on the benefit to be received on the basis of the benefits that may be anticipated. If the CNESST pays the anticipated benefit, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made under clause 6-10.05.

Moreover, if the professional exercises her right to apply for a review of the CNESST decision or to contest it before the Tribunal administratif du travail, the reimbursement cannot be paid until the administrative review of the CNESST decision or, where applicable, the decision of the Tribunal administratif du travail has been rendered.

- F) In addition to the preceding provisions, at the professional's request, the board must study the possibility of temporarily changing the duties, without loss of rights, of the professional assigned to a cathode-ray screen so as to reduce her working time at the screen to a maximum of two hours per half-day and assign her to other duties she is reasonably capable of performing for the remainder of her working time.

### **Other special leaves**

#### **7-2.21**

The professional shall also be entitled to a special leave in the following circumstances:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; the special leave cannot be extended beyond the beginning of the fourth week preceding the due date;
- b) upon presentation of a medical certificate prescribing the duration, when a natural or legally induced miscarriage occurs before the beginning of the 20<sup>th</sup> week preceding the due date;



- c) for visits with a health care professional related to the pregnancy and attested to by a medical certificate or a written report signed by a midwife. In this case, the professional shall benefit from a special leave without loss of salary for a maximum of four days, which may be taken in half-days.

#### **7-2.22**

During the special leaves granted under this section, a professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, insofar as she is normally entitled to them and in clause 7-2.19. The professional covered by clause 7-2.21 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of clause 7-2.21, the professional must first have used the four days prescribed therein.

### **Section 4 Other parental leaves**

#### **Paternity leave**

#### **7-2.23**

- A) Paternity leave with salary of five working days

A professional shall be entitled to leave with salary for a maximum of five working days upon the birth of his child. The professional shall also be entitled to such a leave if his spouse miscarries after the beginning of the 20<sup>th</sup> week prior to the due date. This leave may be discontinuous and must be taken between the beginning of the actual delivery and the 15<sup>th</sup> day after the mother or child arrives home.

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

During the paternity leave, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, provided he is normally entitled to them and in clause 7-2.19.

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

The professional shall inform the board as soon as possible of the date on which he intends to take a paternity leave.

- B) Five-week paternity leave

Upon the birth of his child, a professional shall also be entitled to paternity leave of no more than five weeks which, subject to paragraphs D) and E), must be consecutive. The leave must end no later than at the end of the 52<sup>nd</sup> week following the week of the child's birth.

The paternity leave of a professional eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either plan and must begin no later than the week following the start of benefits payment.

A female professional whose spouse gives birth shall also be entitled to this leave if she is deemed to be one of the child's mothers.

The paternity leave shall be granted upon the professional's written request submitted at least three weeks in advance. However, the time limit may be shorter if the birth takes place before the anticipated delivery date.

The request must indicate the anticipated expiry date of the leave.

The professional must report for work upon the expiry of the paternity leave, unless the latter is extended under clause 7-2.33.

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

C) Extension of paternity leave

A professional who forwards to the board, prior to the expiry date of his paternity leave prescribed in the preceding paragraph B), a notice accompanied by a medical certificate attesting that the health of his child so requires, is entitled to an extended paternity leave. The duration shall be specified in the medical certificate.

During the extended leave, the professional is considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clause 7-2.34 during that period.

D) Suspension of paternity leave

When the child is hospitalized, the professional may interrupt the paternity leave prescribed in the preceding paragraph B), upon agreement with the board, and return to work for the period during which the child is hospitalized.

E) Division of paternity leave

Upon a professional's request, a paternity leave prescribed in the preceding paragraph B) may be divided if his child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1).

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

During those suspensions, the professional shall be considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clause 7-2.34 during that period.

F) Resuming the suspended or divided paternity leave

When the professional resumes the paternity leave suspended or divided under paragraphs D) and E) of this clause, the board shall pay the professional the allowance to which he or she would have been entitled had the professional not availed himself or herself of such a suspension or division for the number of remaining weeks under paragraph B) of this clause, subject to clause 7-2.01.

G) During the five-week paternity leave, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16 as long as he is normally entitled to them, and in clause 7-2.19.

**7-2.24 Cases eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

A) During the five-week paternity leave prescribed in paragraph B) of clause 7-2.23, the professional who has completed 20 weeks' service 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.

B) The allowance is based on the Québec Parental Insurance Plan or the Employment Insurance Plan benefits, as the case may be, to which a professional 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 (CQLR, chapter A-29.011) 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.

A professional who works for more than one employer shall receive an allowance equal to the difference between 100% of the basic weekly 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 professional shall submit to each of his employers a statement of the weekly salary paid by each of them and of the amount of benefits payable under the Act respecting parental insurance (CQLR, chapter A-29.011) or ESDC.

C) The board may not offset, in the allowance it pays to the professional 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 professional proves that the salary earned is usual salary by means of a letter to that effect from the employer paying it. If the professional proves to the board that only part of the salary earned from another employer is usual, compensation shall be limited to that portion.

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

The total amounts received by the professional during his paternity leave as Québec Parental Insurance Plan or Employment Insurance Plan benefits, allowances and salary cannot exceed the basic weekly salary paid by his board or, where applicable, his employers.

**7-2.25 In the cases mentioned in paragraph B) of clause 7-2.23, paragraph A) of clause 7-2.24 and clause 7-2.26**

Clause 7-2.14 applies, adapted as required.

**7-2.26 Cases ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan**

A professional who is not entitled to paternity benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan shall receive, during the paternity leave prescribed in paragraph B) of clause 7-2.23, an allowance equal to his basic weekly salary, provided that the professional has completed 20 weeks' service.

**Adoption leave and leave without salary for adoption purposes**

**Adoption leave**

**7-2.27**

**A) Leave for the adoption of a child other than the spouse's child**

A professional shall be entitled to leave with salary for a maximum of five working days upon the adoption of a child other than his or her spouse's child. The leave may be discontinuous and must not be taken after 15 days of the child's arrival home.

One of these five days may be taken for the child's christening or registration.

The professional shall inform the board as soon as possible of the date on which he or she intends to take an adoption leave.

During the leave, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, provided he or she is normally entitled to them and in clause 7-2.19.

**B) Leave for the adoption of the spouse's child**

A professional who legally adopts his or her spouse's child is entitled to a maximum of five working days, of which only the first two shall be paid.

This leave may be discontinuous and must not be taken after 15 days of filing adoption papers.

The professional shall inform the board as soon as possible of the date on which he or she intends to take an adoption leave.

During the leave, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, provided he or she is normally entitled to them, and in clause 7-2.19.

**C) Five-week adoption leave**

A professional who legally adopts a child, other than his or her spouse's child, is entitled to a maximum five-week adoption leave which, subject to paragraph E) and F) of this clause, must be consecutive. The leave must end no later than the 52<sup>nd</sup> week following the week of the child's arrival home.

The leave of the professional eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either plan and must begin no later than the week following the start of benefits payment.

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

The adoption leave shall be granted to a professional upon a written notice sent at least three weeks in advance.

The notice must indicate the anticipated expiry date of the leave.

The professional to whom the board has sent such a notice must report for work on the date of expiry of the adoption leave, unless the leave is extended in the manner prescribed in clause 7-2.33.

A professional who does not comply with the preceding paragraph is deemed to be on leave of absence without salary for a period not exceeding four weeks. The professional who does not report for work at the end of that period is deemed to have resigned.

**D) Extension of adoption leave**

A professional who forwards to the board, prior to the expiry date of the adoption leave prescribed in the preceding paragraph C), 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 of the extended adoption leave is indicated on the medical certificate.

During the extended leave, the professional is considered to be on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clause 7-2.34 during that period.

**E) Suspension of adoption leave**

If the child is hospitalized, the professional may suspend the adoption leave prescribed in the preceding paragraph C), after agreement with the board, and return to work for the period during which the child is hospitalized.

**F) Division of adoption leave**

Upon a professional's request, an adoption leave prescribed in the preceding paragraph C) may be divided into weeks if his or her child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1).

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

During those suspensions, the professional shall be considered on leave without salary and shall not receive any allowance or benefit from the board. The professional shall be entitled to the benefits prescribed in clause 7-2.34 during the suspended leave.

**G) Resuming the suspended or divided adoption leave**

When the professional resumes the adoption leave suspended or divided under paragraphs E) and F), the board shall pay the professional 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 paragraph C) of this clause, subject to clause 7-2.01.

**H) During the adoption leave prescribed in paragraph C) of this clause, the professional shall be entitled to the benefits prescribed in clauses 7-2.15 and 7-2.16, provided he or she is normally entitled to them, and in clause 7-2.19.**

**7-2.28 Cases eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan**

- A) During the five-week adoption leave prescribed in paragraph C) of clause 7-2.27, the professional who has completed 20 weeks' service shall receive an allowance equal to the difference between his or her basic weekly salary and the amount of benefits that he or she is receiving or would receive had he or she submitted an application for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.
- B) The allowance is based on the Québec Parental Insurance Plan or the Employment Insurance Plan benefits, as the case may be, to which a professional 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 (CQLR, chapter A-29.011) 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.

A professional who works for more than one employer shall receive an allowance equal to the difference between the basic weekly 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 professional shall submit to each of his or her employers a statement of the weekly salary paid by each of them and the amount of benefits payable under the Act respecting parental insurance (CQLR, chapter A-29.011) or the Employment Insurance Plan.

- C) The board may not offset, in the allowance it pays to the professional 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 professional proves that the salary earned is usual salary by means of a letter to that effect from the employer paying it. If the professional proves to the board that only part of the salary earned from another employer is usual, compensation shall be limited to that portion.

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

The total amounts received by the professional during his or her adoption leave as Québec Parental Insurance Plan or Employment Insurance Plan benefits, compensation and salary cannot exceed the basic weekly salary paid by the board or, where applicable, employers.

**7-2.29 In the cases mentioned in paragraph C) of clause 7-2.27, paragraph A) of clause 7-2.28 and clause 7-2.30**

Clause 7-2.14 applies, adapted as required.

**7-2.30 Cases ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan**

A professional ineligible for 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 paragraph C) of clause 7-2.27, an allowance equal to his or her basic weekly salary, provided that the professional has completed 20 weeks' service.

**Leave without salary for adoption purposes**

**7-2.31**

The professional shall be entitled, for the purposes of adopting a child, to a leave without salary of a maximum duration of 10 weeks as of assuming full responsibility for the child, except if it involves the spouse's child. The leave shall be granted upon a written request submitted at least two weeks in advance.

**7-2.32**

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

However, the leave for adoption purposes shall end no later than the week following the start of benefits payment under the Québec Parental Insurance Plan or the Employment Insurance Plan, as the case may be, and the provisions of paragraph C) of clause 7-2.27 apply.

During the leave without salary, the professional shall be entitled to the benefits prescribed in clause 7-2.34.

**Leaves of absence and part-time leaves of absence without salary for maternity, paternity or adoption**

**7-2.33**

A) The professional shall be entitled to a leave without salary for two years immediately following one of the following leaves:

- a) the maternity leave prescribed in clause 7-2.05;



- b) the paternity leave prescribed in paragraph B) of clause 7-2.23.

However, the duration of the leave must not exceed the 125<sup>th</sup> week following the birth;

- c) the adoption leave prescribed in paragraph C) of clause 7-2.27.

However, the duration of the leave must not exceed the 125<sup>th</sup> week following the child's arrival home.

The professional whose workweek includes the number of hours prescribed in article 9-1.00 and who does not avail himself or herself of the leave of absence without salary shall be entitled to a part-time leave of absence without salary over a maximum period of two years, but must not exceed the 125<sup>th</sup> week following the child's birth or arrival home.

The leave without salary shall be granted upon a written request submitted at least three weeks in advance. In the case of a part-time leave without salary, the request must be submitted at least 30 days in advance. The request must specify the return date and the schedule of the leave.

For the duration of a leave, the professional shall be authorized, upon a written request submitted to the board at least 30 days in advance, to avail himself or herself once of one of the following changes:

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

The professional and the board shall agree on the date on which the change takes effect.

The professional whose workweek includes fewer hours than the regular workweek prescribed in article 9-1.00 shall also be entitled to the part-time leave without salary, but must not exceed the 125<sup>th</sup> week following the child's birth or arrival home. However, the other provisions of the collective agreement concerning the determination of the number of working hours continue to apply.

In the case of a professional whose regular workweek includes the number of hours prescribed in article 9-1.00 and who takes a part-time leave without salary and if the board disagrees on the number of days off per week, the professional shall be entitled to a maximum of 2.5 days off per week or the equivalent up to two years. The board and the professional shall agree on the terms of the leave. Failing agreement on the distribution of the days, the board shall effect the distribution. If the professional is not satisfied with the distribution carried out by the board, he or she may renounce such a leave.

In the case of a professional whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00 and who takes a part-time leave without salary, the board and the professional shall agree on the schedule of such a leave. Failing agreement, the board shall proceed with the scheduling of the leave. If the professional is not satisfied with the board's schedule, he or she may renounce such a leave.

A professional who does not take the leave of absence without salary or the part-time leave of absence without salary may take the leave unused by his or her spouse either as a leave of absence without salary or a part-time leave of absence without salary after following the necessary procedures.

If the professional's spouse is not employed in the public or parapublic sector, the professional may avail himself or herself of one of the above leaves, at a time of his or her choosing, within the two years following the birth or adoption, without however exceeding the set limit of two years from the date of the birth or adoption.

During a part-time leave without salary, the professional shall retain the right, if he or she has such a right, to use the days of sick leave prescribed in article 7-1.00.

- B) The professional who does not use the leave prescribed in paragraph A) may benefit after the birth or adoption of his or her child from a leave without salary for a maximum period of 52 continuous weeks which begins at the time the professional chooses and ends no later than 70 weeks after the birth or, in the case of an adoption, 70 weeks after he or she assumes full legal responsibility for the child.

#### **7-2.34**

During the leave of absence without salary, the professional shall accumulate seniority and retain experience. He or she shall also continue to participate in the applicable basic health insurance plan by paying his or her portion of the premiums for the first 52 weeks of leave and all premiums for the remaining weeks of the leave. Moreover, he or she may continue to participate in the applicable supplemental insurance plans, provided he or she so requests at the beginning of the leave and pays all premiums.

During the part-time leave of absence without salary, the professional shall also accumulate his or her seniority on the same basis as prior to the leave and, for the proportion of hours worked, he or she shall be governed by the provisions applicable to a professional whose workweek includes fewer hours than the hours of the regular workweek prescribed in article 9-1.00.

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

#### **7-2.35**

A professional may take his or her postponed annual vacation immediately before his or her leave of absence without salary or part-time leave of absence without salary, provided there is no interruption with his or her paternity, maternity or adoption leave, as the case may be.

**7-2.36**

A professional who has been notified<sup>1</sup> four weeks in advance by the board of the date of expiry of a leave of absence without salary must give advance notice of his or her return to work at least two weeks before expiry of the said leave. If the professional fails to report for work on the scheduled date of return, the professional is deemed to have resigned.

A professional who wishes to end his or her leave without salary before the scheduled expiry date must give written notice of his or her intent to return to work at least 21 days in advance. In the case of a leave without salary exceeding 52 weeks, such a notice shall be submitted at least 30 days in advance.

**7-2.37**

Upon a professional's request, a leave without salary may be divided, before the expiry of the first 52 weeks, if his or her child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1).

The maximum number of weeks during which the leave without salary may be suspended corresponds to the number of weeks during which the child is hospitalized. For other possible divisions, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards (CQLR, chapter N-1.1) for such a situation.

During those suspensions, the professional is considered to be on leave without salary and shall not receive any allowance or benefit from the board. The professional shall also be entitled to the benefits prescribed in clause 7-2.34 during the suspended leave.

**7-2.38**

Upon his or her return from the leave without salary or part-time leave without salary, the professional shall be reinstated in his or her position. If the position is abolished, the professional shall be entitled to the benefits he or she would have had had he or she been at work.

**7-2.39 Leaves for parental responsibilities**

A leave without salary or a part-time leave without salary for a maximum of one year shall be granted to a professional whose minor child experiences socio-emotional problems or whose minor child is handicapped or ill and who requires his or her care. The board and the professional shall agree on the terms and conditions of the leave. Failing agreement, the board shall determine the terms and conditions of the leave. If the professional is not satisfied with the terms and conditions determined by the board, he or she may renounce such a leave.

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<sup>1</sup> This notice cannot be sent by e-mail.

**Section 5    Miscellaneous provisions****7-2.40    Premium for regional disparities**

The professional who receives a premium for regional disparities under this agreement shall receive the premium during her maternity leave prescribed under Section 2.

Notwithstanding the foregoing, the total amounts that a professional receives in Employment Insurance benefits, allowances and premiums cannot exceed 95% of the amount that makes up her basic weekly salary and the premium for regional disparities.

The professional on an adoption leave prescribed in paragraph C) of clause 7-2.27 and the professional on a paternity leave prescribed in paragraph B) of clause 7-2.23 shall be entitled to 100% of the premium for regional disparities during either leave.

**7-2.41**

Any allowance or benefit prescribed in this article the payment of which began prior to a strike or lockout shall continue to be paid during the strike or lockout.

**7-2.42**

If it has been established before an arbitrator that a regular professional who has not completed the probation period prescribed in clause 5-2.02 was on a maternity leave or a leave without salary or part-time leave without salary to extend a maternity leave and that the board nonreengaged her, the board must prove that it terminated the professional's employment for reasons other than that of having used the maternity leave or leave without salary or part-time leave without salary.

**7-2.43**

Should any changes occur in the Québec Parental Insurance Plan, the Employment Insurance Act (S.C. 1996, c. 23) or the Act respecting labour standards (CQLR, chapter N-1.1) with respect to parental rights, it is agreed that the parties shall meet to discuss the possible implications of the changes on the current parental rights plan.

**ARTICLE 7-3.00    SPECIAL LEAVES****7-3.01**

The professional shall be entitled to certain leaves without loss of salary up to a maximum of 12 working days per year, the said days being noncumulative and nonredeemable.

**7-3.02**

To take into account special circumstances, the board and the union may agree, within the framework of a local arrangement, on the distribution of the 12 days; failing agreement, the following distribution shall apply:

- a) in the event of the death of his or her spouse, child or his or her spouse's child living under the same roof: a maximum of seven consecutive days, working days or not, commencing on the date of death<sup>1</sup> or including the day of the commemorative service, at the option of the professional. If the professional takes his or her leave commencing on the date of death<sup>1</sup>, he or she may keep only one of these days to attend the commemorative service at a later date;

in the event of the death of his or her spouse's child not living under the same roof: a maximum of two consecutive working days, commencing on the date of death<sup>1</sup> or including the day of the commemorative service, at the option of the professional. If the professional takes his or her leave commencing on the date of death<sup>1</sup>, he or she may keep only one of these days to attend the commemorative service at a later date.

Under the second paragraph, the professional may be absent for a minimum of two days without loss of salary or premiums for regional disparities as prescribed in the Act respecting labour standards (CQLR, chapter N-1.1);

- b) in the event of the death of his or her father, mother, brother or sister: a maximum of five consecutive days, working days or not, commencing on the date of death<sup>1</sup> or including the day of the commemorative service, at the option of the professional. If the professional takes his or her leave commencing on the date of death<sup>1</sup>, he or she may keep only one of these days to attend the commemorative service at a later date;
- c) in the event of the death of his or her parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, granddaughter: the day to attend the commemorative service to be held at a later date.

The granting of this leave is conditional upon whether marriage or family ties still exist. For this reason, the leave shall be refused in the event of the dissolution of the marriage by divorce or annulment, the dissolution of the civil union by court judgement or notarized joint declaration or the definition of spouse no longer applies, except if the dissolution of one of the relationships (marriage, civil union or definition of spouse) is due to the death of the professional's spouse;

- d) the baptism of his or her child: the day of the event;

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<sup>1</sup> The obligation to take the leave commencing on the date of death does not apply to the professional who has ended his or her workday. In such a case, the leave commences on the day following the date of death.

- e) the marriage or civil union of his or her father, mother, brother, sister, child: the day of the wedding or civil union;
- f) the taking of the habit, ordination, the taking of perpetual vows of his or her child, brother, sister: the day of the event;
- g) the marriage or civil union of the professional: a maximum of seven consecutive working days, including the day of the wedding or civil union;
- h) change of domicile: the moving day; however, a professional may not use more than one day per year for this purpose;
- i) an annual maximum of three working days to cover any event considered to be an act of God (disaster, fire, flood, etc.) which requires a professional to be absent from work or for any other reason which obliges a professional to be absent from work and for which the board and the union may agree to grant permission to be absent without loss of salary.

In the case where a person referred to in subparagraph a), b) or c) of this clause is receiving end-of-life care and medical assistance in dying as defined in the Act respecting end-of-life care (CQLR, chapter S-32.0001), the professional who submits a request shall be entitled to a leave as of the day preceding the death. In this case, the professional shall so notify the board in writing as soon as possible.

If, for a given year, a professional benefited from 12 days of special leave and another event mentioned in subparagraphs a) to h) arises before the end of the year, the professional may request a special leave for the number of days foreseen for the event concerned. In this case, the number of days thus used over and above the 12 days shall be deducted from the maximum of 12 days of special leave applicable to the professional for the following year.

### **7-3.03**

The professional shall be entitled to one day in addition to the number set in subparagraph a), b) or c) of clause 7-3.02, if he or she attends the commemorative service held at a later date and if it takes place at more than 200 kilometres from his or her place of residence and to two additional days if he or she attends the commemorative service held at a later date and if it takes place at more than 400 kilometres from his or her place of residence. The additional day or days can only be used once, regardless of whether the professional uses them to attend the commemorative service held at a later date.

Moreover, for the regions for which premiums for regional disparities are payable, the union and the board may agree on a number of additional days for the leaves provided for in subparagraph a), b) or c) of clause 7-3.02.

**7-3.04**

Any regular professional in the employ of the board whose workweek includes the number of hours prescribed in article 9-1.00 may use, subject to the following paragraph, two days for personal business per school year provided that he or she inform the board at least 24 hours in advance. In the case of a regular professional whose regular workweek includes a number of hours less than the number of hours prescribed in article 9-1.00, the number of days shall be established in proportion to the time he or she works in relation to the number of hours prescribed in article 9-1.00.

The days thus used shall be deducted from the number of accrued redeemable sick-leave days or other redeemable days to the professional's credit, according to his or her choice, or shall be taken without salary if the professional has no redeemable sick-leave days to his or her credit.

The leave for personal business must be taken in half or full days.

**7-3.05**

Moreover, the board shall, upon request, permit a professional to be absent without loss of salary during the time when:

- a) the professional sits for official admission or achievement examinations in an educational institution recognized by the Ministère;
- b) the professional acts as a juror or witness in a court of law in a case to which he or she is not a party; in this case, the monetary compensation paid to him or her for services as a juror or witness shall be remitted to the board;
- c) the professional, upon the order of the public health department, is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) the professional, at the specific request of the board, undergoes a medical examination in addition to that required by law.

**7-3.06**

If a professional is unable to notify the board in advance in accordance with the provisions of this article, he or she must do so as soon as possible.

**7-3.07**

The board may also permit a professional to be absent without loss of salary for any other reason not mentioned in this article and which it deems valid.

**7-3.08**

The board must, after consultation with the Labour Relations Committee, establish a policy for all its personnel concerning its operation in case of inclement weather.

**ARTICLE 7-4.00 LEAVE FOR EDUCATIONAL MATTERS****7-4.01**

A professional who is invited to give a lecture on an educational matter or to take part in study sessions (seminars, committees, conferences, pedagogical information days) may take a leave of absence with salary after having obtained the prior approval of the board.

**7-4.02**

If he or she receives prior written authorization of the board, a professional who wishes to practise his or her profession in a school or government (Québec, Canadian or foreign) organization may benefit from a leave without salary in accordance with article 7-5.00 for a period not exceeding two years.

**ARTICLE 7-5.00 LEAVES OF ABSENCE WITHOUT SALARY****7-5.01**

The board may grant a professional a leave without salary for reasons it deems valid. The duration of such a leave shall be determined by the professional and the board.

However, the board may not refuse a leave without salary if it allows the use of the services of a professional on availability in accordance with clause 5-6.20.

The board may also grant a professional who has acquired his or her tenure under article 5-6.00 a part-time leave of absence without salary for a specific period for reasons it deems valid; for example, it may allow another professional in the same employment group to increase the number of hours of his or her workweek, if the latter so agrees. The provisions of this article apply to the professional who benefits from such a leave by making the necessary changes.

**7-5.02**

A regular professional shall be entitled, after having completed at least seven years of continuous service, to a leave without salary for the total number of hours of his or her regular workweek for one school year or, with the consent of the board, for any other additional period of 12 months. The professional who benefits from such a leave can obtain another leave under this clause only after an additional period of seven years of continuous service following his or her leave. The professional concerned must give the board a written notice of at least 90 days before the beginning of the school year during which he or she intends to benefit from such a leave.



**7-5.03**

The professional who is on a leave without salary shall maintain, during his or her absence, his or her placement and, where applicable, tenure.

**7-5.04**

The board may cancel the engagement of the professional who, without a valid reason, does not use his or her leave without salary for the purpose for which he or she obtained it.

**7-5.05**

The professional on a leave without salary shall continue to participate in the basic health insurance plan, provided that he or she pay the total amount of the required premiums and contributions, including the board's share. Moreover, he or she may continue to participate in the complementary plans and in the supplemental pension plan, provided that the regulations of the said plans so allow and that he or she pay the total amount of the required premiums and contributions.

**7-5.06**

A leave of absence without salary shall be subject to the terms and conditions of departure and return to work agreed in writing between the board and the professional.

**7-5.07**

Upon his or her return, the professional concerned shall be reinstated in the position he or she had at the time of his or her departure or another position to which he or she is reassigned or transferred by the board, the foregoing subject to the other provisions of this agreement.

**7-5.08**

During the leave of absence without salary provided for in this article, the professional shall only be entitled to those advantages or benefits specifically contained in this agreement concerning leaves without salary.

**7-5.09**

The professional on leave without salary shall be entitled to apply for any position for which he or she may be eligible; if selected, however, he or she must terminate his or her leave without salary in order to fill the position in question should the board require him or her to do so.

**ARTICLE 7-6.00 PUBLIC OFFICE****7-6.01**

The regular professional who intends to run for public office shall obtain, upon eight days written notice, a full-time leave of absence without salary for the period of time required by his or her candidacy.

**7-6.02**

The regular professional who has benefited from a leave of absence without salary in order to be a candidate shall have the right to be reinstated in his or her position immediately after the election.

This right shall be exercised at the professional's request, but no later than the eighth day following the election.

**7-6.03**

The regular professional who holds public office shall obtain, upon written request, a full-time leave of absence without salary to carry out his or her responsibility. However, this request shall be subject to eight days notice, unless the professional is already on a leave of absence without salary.

**7-6.04**

The regular professional who is on a leave of absence without salary to hold public office may, at any time, upon a written notice of 20 days, resume his or her position.

Upon his or her return, he or she shall be reintegrated into the same employment group. He or she shall resume his or her last position or another position to which he or she is reassigned by the board.

**7-6.05**

Every professional may obtain permission to be absent from work for the purpose of being a candidate or of holding public office which requires occasional absences.

The periods and the terms of these absences shall be determined in writing by the board and the union.

**7-6.06**

The years during which a regular professional benefits from a leave of absence without salary under this article shall be considered years of experience for the purpose of this agreement.

**ARTICLE 7-7.00      PROGRESSIVE RETIREMENT PLAN****7-7.01**

The purpose of the progressive retirement plan is to permit a professional to reduce his or her time worked for a period of one to five years at the end of which the professional shall retire. The professional's time worked must not be less than 40% of the regular workweek prescribed in article 9-1.00. However, the scheduling of the time worked may be subject to different terms and conditions as stipulated in paragraph C) of clause 7-7.14. The scheduling cannot modify the number of salary payments received by the professional prior to concluding the agreement.

**7-7.02**

The plan can only apply according to law or the regulations and is subject to the provisions of this article.

**7-7.03**

Only the regular professional whose regular workweek is greater than 40% of the regular workweek prescribed in article 9-1.00 who is a member of one of the pension plans currently in force (CSSP, RREGOP, TPP or PPMP) may benefit from the plan only once.

**7-7.04**

To be eligible for the plan, the professional must verify with Retraite Québec that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The professional shall sign the form required by Retraite Québec and shall forward a copy to the board.

**7-7.05**

The professional who wishes to benefit from the plan must forward a written request to the board 90 days prior to the beginning of the progressive retirement period. The request must specify the period during which the professional intends to benefit from the plan and the time he or she intends to work during that period.

**7-7.06**

The professional shall also forward to the board, at the same time as the request, an attestation from Retraite Québec confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

**7-7.07**

Approval of the request for the progressive retirement plan shall be the exclusive responsibility of the board.

However, should the request be refused, the board shall provide, at the professional's request, the reasons for its refusal.

**7-7.08**

a) During each of the years of this contract, the professional shall receive, insofar as he or she is normally entitled to them, the following benefits:

- salary;
- sick-leave days redeemed under paragraph a) of clause 7-1.40, where applicable;
- salary insurance;
- vacation;
- other monetary benefits.

b) For the duration of the agreement, the professional shall be entitled to all the other benefits of this agreement compatible with the provisions of this article and to which he or she would be entitled if he or she had not concluded the agreement.

However, the professional can use, at a rate of one day per day, the redeemable sick-leave days to his or her credit on December 31, 1973 for the preretirement leave provided for in paragraph c) of clause 7-1.44.

c) The period covered by the agreement shall count as a period of service for the purpose of the four pension plans currently in effect (CSSP, RREGOP, TPP and PPMP).

d) For the duration of the agreement, the professional and the board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the professional had not availed himself or herself of the plan.

e) The fact that the professional is placed on availability shall not modify the agreement concluded under this article.

**7-7.09**

Should the professional not be entitled to his or her pension upon the expiry of the agreement due to circumstances beyond his or her control as stipulated by regulation, the agreement shall be extended to the date on which the professional will be entitled to his or her pension, even though the total progressive retirement period exceeds five years.

Any changes in the fixed dates for the beginning and end of the agreement must have the prior approval of Retraite Québec.

**7-7.10**

In the event of the retirement, resignation, termination of employment for breach of contract, nonreengagement, dismissal, death of the professional or, where applicable, upon expiry of the extension agreed under clause 7-7.09, the agreement shall terminate on the date on which the event occurs. The same applies in the event of the professional's withdrawal, which can only occur with the approval of the board.

The agreement shall also terminate if the professional is relocated to another employer as a result of the application of the provisions of this agreement, unless the new employer agrees to continue the agreement and provided that such continuation meets the approval of Retraite Québec.

If the agreement becomes null or terminates due to circumstances mentioned previously or stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner stipulated in the regulation.

**7-7.11**

Upon expiry of the agreement, the professional shall be considered as having resigned and shall be pensioned off.

**7-7.12**

Should the provisions of this article be incompatible with other provisions of this agreement, the provisions of this article prevail.

**7-7.13**

The board and the professional shall sign, where applicable, the agreement provided in clause 7-7.14.

7-7.14

The board and the professional shall use, where applicable, the form provided below:

**PROGRESSIVE RETIREMENT PLAN**

AGREEMENT CONCLUDED

between

The \_\_\_\_\_ School Board

hereinafter called the board

and

Surname: \_\_\_\_\_ Given Name: \_\_\_\_\_

Address: \_\_\_\_\_

hereinafter called the professional

**A) Period covered by the progressive retirement plan**

This agreement comes into force on \_\_\_\_\_, 20\_\_\_\_ and expires on \_\_\_\_\_, 20\_\_\_\_.

The agreement can expire on another date under circumstances and according to the terms and conditions prescribed in clauses 7-7.09 and 7-7.10.

**B) Time worked**

For the period covered by the agreement, the percentage of the professional's time worked in relation to the regular workweek prescribed in article 9-1.00 of this agreement shall be:

\_\_\_\_\_  
\_\_\_\_\_

Notwithstanding the preceding paragraph and paragraph C) of this agreement, the board and the professional may agree to change the time worked and the schedule, provided, however, that the time worked is not less than 40% of the regular workweek prescribed in article 9-1.00 of this agreement.

C) **Other terms and conditions for applying the plan agreed with the professional**

(The percentage of the professional's time worked in relation to the regular workweek prescribed in article 9-1.00 of this agreement may be scheduled other than on a weekly basis.)

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D) The provisions of article 7-7.00 are an integral part of this agreement.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_.

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For the school board

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Signature of the professional

**ARTICLE 7-8.00 LEAVE WITH DEFERRED SALARY****7-8.01**

The tenured professional who so requests may benefit from a leave with deferred salary for a duration of six or 12 months.

The granting of such a leave shall be the exclusive responsibility of the board; however, in the case of refusal, if the professional so requests, the board shall provide him or her with the reasons for its refusal.

Notwithstanding the foregoing, the board cannot refuse a request if the leave permits the utilization of a professional on availability.

**7-8.02**

The purpose of this leave is neither to receive benefits at the time of retirement nor to defer income tax. Moreover, during the year of the leave, the professional cannot receive any other remuneration from the board or from another person or company with which the board has ties than the amount corresponding to the percentage of his or her salary for the duration of the contract.

**7-8.03**

The board and the professional may agree in writing on a contract for a duration of two, three, four or five years.

**7-8.04**

If, for a reason stipulated in the contract or agreed between the board and the professional, the leave is postponed, the leave must start no later than six years from the date on which the salary began to be deferred.

**7-8.05**

The leave with deferred salary for a duration of 12 months must coincide with a school year and that of a duration of six months must coincide with a period beginning on July 1 and ending on December 31 or a period beginning on January 1 and ending on June 30. However, the board and the professional may stipulate in the contract a leave of a duration of six or 12 continuous months taken in a period other than that prescribed in this clause. The duration of the leave with deferred salary must be for at least six consecutive months and cannot be interrupted for whatever reason.



**7-8.06**

For the duration of the contract, except during the period of the leave with deferred salary, the workload of the professional shall remain the same as that required before the beginning of the contract.

**7-8.07**

Upon his or her return, the professional shall be reinstated in the position he or she held at the time of his or her departure on a leave or another position to which he or she is reassigned or transferred, the foregoing subject to the other provisions of this agreement.

The professional must be reinstated in his or her position after the leave for a duration equal to the leave, but he or she need not be reinstated immediately after the leave.

**7-8.08**

The contract concluded between the professional and the board shall remain in force for the duration stipulated therein and shall remain subject to the arbitration procedure in accordance with the provisions of Chapter 11-0.00, notwithstanding the expiry of this agreement.

**7-8.09**

The contract must comply with the form provided below.

**7-8.10**

Should the provisions be incompatible with the other provisions of the agreement, the provisions of this section prevail.

**LEAVE WITH DEFERRED SALARY**

CONTRACT CONCLUDED

BETWEEN

\_\_\_\_\_ School Board

hereinafter called the board

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

hereinafter called the professional

**SUBJECT: Leave with deferred salary****I Duration of contract**

This contract comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

**II Duration of leave with deferred salary**

The duration of the leave shall be for six or 12 months, that is, from \_\_\_\_\_ to \_\_\_\_\_.

**III Salary**

During each of the years referred to in this contract, the professional shall receive \_\_\_\_\_ % of the salary he or she would have received under the applicable collective agreement.

The percentage of salary applicable according to the duration of the contract shall be determined according to one of the following provisions:

**a) A six-month leave**

- in the case of a two-year contract: 75% of the salary;
- in the case of a three-year contract: 83.34% of the salary;
- in the case of a four-year contract: 87.5% of the salary;
- in the case of a five-year contract: 90% of the salary.

**b) A 12-month leave**

- in the case of a three-year contract: 66.67% of the salary;
- in the case of a four-year contract: 75% of the salary;
- in the case of a five-year contract: 80% of the salary.

**IV Benefits**

- A) During each of the years of this contract, the professional shall benefit, insofar as he or she is normally entitled to it, from the following:
- life insurance plan;
  - health insurance plan, provided that he or she pay his or her share;
  - sick-leave days redeemed under paragraph a) of clause 7-1.40, 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 leave with deferred salary, the professional shall not be entitled to any of the premiums prescribed in his or her collective agreement. During each of the other years 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 purpose of calculating vacation credits, each of the years of the contract constitutes continuous service.

For each year of the contract during which the professional is at work, vacation shall be remunerated at the percentage of salary indicated in section III.

For the 12-month leave, the year of the leave includes the annual vacation to which the professional is entitled and, for the six-month leave, the period of leave includes half the annual vacation to which the professional is entitled.

The vacation to which the professional is entitled after the contract has expired shall be remunerated at the salary rate applicable under the collective agreement.

- 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.
- E) During each of the years referred to in this contract, the professional shall be entitled to all the other benefits of his or her collective agreement which are compatible with the provisions of this contract and which he or she would have had had he or she not signed this contract.

**V Retirement, withdrawal or resignation of the professional**

In the event of the retirement, withdrawal or resignation of the professional, this contract shall expire on the date of the retirement, withdrawal or resignation under the conditions described hereinafter:

- a) the professional has already taken the leave (salary paid in excess):

the professional shall reimburse<sup>1</sup> the board the amount received during the leave according to the percentages prescribed in section XIII herein without interest. The percentages must however be adjusted to take into account, where applicable, the exact period of the implementation of the contract;

- b) the professional has not taken the leave (salary not paid):

the board shall reimburse the professional for the term of implementation of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the applicable agreement had he or she not signed the said contract and the salary received under this contract, without interest;

- c) the leave is in progress:

the amount owing by either party shall be calculated in the following manner:

the amount received by the professional during the leave minus the amounts already deducted from the professional's salary by the application of this contract (section III). If the result obtained is negative, the board shall reimburse the amount to the professional; if the result obtained is positive, the professional shall reimburse<sup>1</sup> the amount to the board.

**VI Dismissal of the professional**

In the event of the dismissal of the professional or the cancellation of the professional's engagement following a breach of contract, this contract shall expire on the effective date of such a dismissal or cancellation of engagement. The conditions prescribed in subparagraph a), b) or c) of section V shall then apply.

**VII Leave without salary**

During the term of this contract, the professional shall not be entitled to any leave without salary except those granted obligatorily under the collective agreement. In this case, this contract shall be extended accordingly. However, the leave with deferred salary cannot extend beyond a maximum six-year period following the date on which the amounts began to be deferred.

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<sup>1</sup> The board and the professional may agree on the terms of reimbursement.

The conditions prescribed in subparagraph a), b) or c) of section V shall then apply.

The board and the professional may agree that the provisions of this section do not apply to a leave without salary the duration of which is five working days or less.

### **VIII Nonreengagement of the professional**

If the professional is nonreengaged during this contract, the latter shall expire on the date of the nonreengagement. The conditions prescribed in subparagraph a), b) or c) of section V shall then apply.

### **IX Placement on availability of the professional**

If the professional is placed on availability, this contract shall be maintained.

If the professional is relocated to another employer in the education sector, the contract shall be transferred to the new employer, unless the latter refuses, in which case the conditions prescribed in subparagraph a), b) or c) of section V shall then apply. However, the board that signed this contract shall not make any monetary claim if the professional is required to reimburse the board as a result of the application of section V.

### **X Death of the professional**

In the event of the professional's death during the term of this contract, the contract shall expire on the date of the professional's death and the conditions prescribed in subparagraph a), b) or c) of section V shall then apply. However, the board shall not make any monetary claim if the professional is required to reimburse the board as a result of the application of section V.

### **XI Disability**

- A) The professional shall receive a percentage of the salary insurance benefit to which he or she is entitled under the collective agreement equal to the percentage of salary he or she receives under section III of this contract.
- B) Disability develops before the leave is taken and still exists at the time when the leave begins.

In this case, the professional shall choose:

- a) to defer the leave to the school year which immediately follows that during which the disability ended or to another period agreed between the professional and the board. However, the leave with deferred salary cannot exceed a maximum six-year period from the date on which the amounts begin to be deferred;
- b) to terminate this contract and thus receive the salary that has not been paid (subparagraph b) of section V).

- C) Disability develops during the leave with deferred salary.

This leave with deferred salary cannot be interrupted. However, disability shall be considered as beginning on the date the professional returns to work.

- D) Disability develops after the professional has taken his or her leave.

The salary insurance benefit shall be based on the salary determined in the contract for the duration of the disability and until the expiry of the contract.

- E) The disability lasts more than two years.

At the end of the two-year period, this contract shall expire and the conditions prescribed in subparagraph a), b) or c) of section V shall then apply. However, the board shall not make any monetary claim if the professional is required to reimburse the board as a result of the application of section V.

## **XII Maternity leave (20 or 21 weeks) and paternity or adoption leaves (five weeks)**

- A) The leave takes place during the leave with deferred salary.

The leave with deferred salary cannot be interrupted for the maternity, paternity or adoption leave.

- B) The leave takes place before and ends before the leave with deferred salary or takes place after the latter.

The contract shall be interrupted for the duration of the maternity, paternity or adoption leave and shall be extended accordingly after its completion. During the interruption, the provisions of the collective agreement concerning the maternity, paternity or adoption leave shall apply.

- C) The leave takes place before the leave with deferred salary and continues at the time the latter begins.

In this case, the professional shall choose:

- a) either to defer the leave with deferred salary to another school year or another period agreed with the board. However, the leave with deferred salary cannot extend beyond a maximum six-year period from the date on which the amounts begin to be deferred;
- b) either to terminate this contract and thus receive the salary not paid (subparagraph b) of section V).

**XIII Reimbursement schedule****A) A six-month leave**

- a) For a two-year contract:
  - after six months of implementation of the contract: 100% of the amount received;
  - after one year of implementation of the contract: 66.67% of the amount received.
  
- b) For a three-year contract:
  - after six months of implementation of the contract: 100% of the amount received;
  - after one year of implementation of the contract: 80% of the amount received;
  - after two years of implementation of the contract: 40% of the amount received.
  
- c) For a four-year contract:
  - after six months of implementation of the contract: 100% of the amount received;
  - after one year of implementation of the contract: 85.71% of the amount received;
  - after two years of implementation of the contract: 57.14% of the amount received;
  - after three years of implementation of the contract: 28.57% of the amount received.
  
- d) For a five-year contract:
  - after six months of implementation of the contract: 100% of the amount received;
  - after one year of implementation of the contract: 88.88% of the amount received;
  - after two years of implementation of the contract: 66.67% of the amount received;

- after three years of implementation of the contract: 44.44% of the amount received;
- after four years of implementation of the contract: 22.22% of the amount received.

**B) A 12-month leave**

a) For a three-year contract:

- after one year of implementation of the contract: 100% of the amount received;
- after two years of implementation of the contract: 50% of the amount received.

b) For a four-year contract:

- after one year of implementation of the contract: 100% of the amount received;
- after two years of implementation of the contract: 66.67% of the amount received;
- after three years of implementation of the contract: 33.33% of the amount received.

c) For a five-year contract:

- after one year of implementation of the contract: 100% of the amount received;
- after two years of implementation of the contract: 75% of the amount received;
- after three years of implementation of the contract: 50% of the amount received;
- after four years of implementation of the contract: 25% of the amount received.

**XIV** This contract shall remain in force for the duration specified at the time it is signed, subject to the other provisions of this contract.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_

For the school board

\_\_\_\_\_

Professional

c.c.: Union



**ARTICLE 7-9.00 LEAVE FOR PARENTAL AND FAMILY RESPONSIBILITIES****7-9.01**

Subject to the other provisions of this agreement, and in accordance with section 79.7 of the Act respecting labour standards (CQLR, chapter N-1.1), a professional may be absent from work for up to 10 days per year of which six are taken from the annual bank of sick-leave days to carry out obligations related to the care, health or education of his or her child or spouse's child. He or she may also use the days under the same conditions for reasons related to the state of health of a relative or any person for whom the professional acts as a caregiver, as attested to by a professional working in the health and social services sector governed by the Professional Code (CQLR, chapter C-26).

For the purposes of applying this clause, the notion of relative is that defined in section 79.6.1 of the Act respecting labour standards (CQLR, chapter N-1.1).

A maximum of six days shall be deducted from the professional's annual bank of sick-leave days and, failing that, the absences shall be without salary. The leave may also be divided into half-days.

The board shall be informed in advance of the absence or, if such a notice cannot be given, upon the professional's return.

**7-9.02**

Subject to the other provisions of this agreement, a professional may be absent from work, without salary, for the duration and reasons prescribed in sections 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1). The professional must inform the board as soon as possible and provide proof justifying the absence.

The benefits that the professional maintains during the absence under the preceding paragraph are the same as the ones applicable to the parental leave without salary prescribed in the first paragraph of clause 7-2.34.

Upon a professional's return to work at the end of the leave without salary, he or she shall be reinstated in the position held before the leave. If the position is abolished, the professional shall be entitled to benefits he or she would have had had he or she been at work.

**CHAPTER 8-0.00 FRINGE BENEFITS RELATED TO WORKING CONDITIONS**

**ARTICLE 8-1.00 VACATION**

**8-1.01**

Subject to the other provisions of this article, the professional shall be entitled during the 12 months following June 30 of each year to annual vacation, the duration of which shall be calculated according to the following table:

<u>Period of continuous service<sup>1</sup> on June 30</u>	<u>Accumulation of vacation credits from July 1 to June 30 (working days)</u>
Less than one year	1 2/3 days per month of continuous service
1 year and less than 17 years	20 days
17 and 18 years	21 days
19 and 20 years	22 days
21 and 22 years	23 days
23 and 24 years	24 days
25 years or more	25 days

**8-1.02**

The professional may, with the consent of the board, obtain a leave of absence without salary to complete a period of annual vacation of 20 working days. The professional who is entitled to fewer than 10 working days of annual vacation shall obtain, upon written request, a leave without salary to complete his or her annual vacation period of 10 working days.

**8-1.03**

An absence for which the payment of salary is provided in this agreement shall not interrupt a period of continuous service.

**8-1.04**

Vacation credits shall not be reduced by one or more absences for disability, provided that the absences not exceed 12 months per disability period.

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<sup>1</sup> Continuous service means the period during which the professional was employed by the board in a continuous manner, in whatever capacity, the foregoing subject to clauses 8-1.03 and 8-1.04. Also considered in the calculation of continuous service is the cumulative duration of employment as a replacement or supernumerary professional for periods of employment not interrupted by a period of unemployment of 12 months or more prior to obtaining a regular professional position.

Absences other than those for disability for which the payment of salary is not provided in this agreement shall not reduce the vacation credits provided that the absences not exceed 60 working days per school year.

Vacation credits shall not be affected by the maternity leave provided for in clause 7-2.05, the paternity leave provided for in paragraph B) of clause 7-2.23 as well as the adoption leave provided for in paragraph C) of clause 7-2.27.

**8-1.05**

A disability defined in this agreement which develops before the beginning of the vacation period shall allow the professional concerned to postpone his or her vacation period. In this case, his or her choice shall be exercised in accordance with clause 8-1.07.

**8-1.06**

The usual vacation period is between July 1 and August 31.

**8-1.07**

At least 30 days before his or her departure on vacation, the professional shall submit his or her vacation plan in writing.

**8-1.08**

The vacation dates chosen by the professional shall be approved by the board. The board may refuse a vacation plan when the requirements of the department justify it.

If several vacation plans fall within the same period, seniority shall be the determining factor, if need be.

**8-1.09**

Any vacation plan approved by the board shall be considered as final.

**8-1.10**

When a person employed by the board in another category of employment becomes a professional during the year, he or she shall earn vacation credits for the year of the transfer in proportion to the time worked as a professional during that school year, taking into account continuous service with the board under clause 8-1.01.

In this case, the professional can obtain a leave without salary to complete his or her annual vacation period up to the number of working days to which he or she would have been entitled based on his or her continuous service with the board.

**8-1.11**

Notwithstanding the preceding clauses of this article, the board may, after consulting with the Labour Relations Committee, determine a period of total or partial shutdown of its activities during the usual vacation period for vacation purposes; the duration of such period may not exceed 10 working days.

**ARTICLE 8-2.00          NONWORKING DAYS WITH PAY****8-2.01**

Every professional in service shall be entitled to 13 nonworking days with pay per school year in accordance with the stipulations of this article.

Only the nonworking days with pay during which the professional in service would have been entitled to his or her salary for such days shall be payable under this article. However, the professional who works fewer than 35 hours per week shall be entitled to a minimum number of nonworking days with pay in proportion to the number of hours prescribed in his or her schedule in relation to the 35 hours and on the basis of the number of nonworking days with pay specified in this clause. Where applicable, the minimum determined in this paragraph shall be made up by a compensatory leave prior to the expiry of his or her contract or before the end of the school year.

**8-2.02**

For each school year, the professional who is eligible according to the conditions determined in clause 8-2.01 shall be entitled to the following nonworking days with pay:

- a) the working days included during the period from December 24 to January 3;
- b) the remaining nonworking days with pay shall be determined yearly following an agreement between the local parties; failing agreement, the board shall determine the list of the nonworking days with pay in conformity with the school calendar from among the following dates: July 1, the first Monday in September (Labour Day), the second Monday in October (Thanksgiving Day), Good Friday, Easter Monday, Journée nationale des patriotes and June 24.

**8-2.03**

When one of the abovementioned nonworking days falls on a Saturday or Sunday, the board shall reschedule it for another day in conformity with the school calendar.

**8-2.04**

The list of nonworking days with pay shall be posted or forwarded to the professionals at the beginning of each school year.

**8-2.05**

When a nonworking day with pay falls within the vacation period of a professional, such day shall be added to the vacation period.

**8-2.06**

If the collective agreement applicable on June 30, 1975 or a regulation or resolution of the board in force on the date of the coming into force of the first collective agreement applicable to the bargaining unit provided for a plan of nonworking days with pay the application of which for one of the school years of this agreement would have allowed a number of nonworking days with pay greater than that determined yearly in clause 8-2.01, the number of nonworking days with pay determined in clause 8-2.01 shall be increased for all the professionals covered by this agreement and to which clause 8-2.01 applies, according to the school year in question, by the difference between the number of nonworking days with pay obtained by applying the former plan for the school year in question and that determined in clause 8-2.01.

The additional nonworking days with pay shall be determined by the board while taking into account the school calendar after consulting the Labour Relations Committee.

**ARTICLE 8-3.00 TRAVEL EXPENSES****8-3.01**

All expenses incurred during authorized travel by a professional in the performance of his or her duties shall be reimbursed according to the norms in effect at the board for its professional personnel.

**8-3.02**

However, the board cannot establish norms lower than those in effect on the date of the coming into force of this agreement for its professional personnel.

**ARTICLE 8-4.00 PROFESSIONAL DEVELOPMENT****Section 1 General provisions****8-4.01**

This section provides the general organizational framework of activities for human resource development of which the professional may avail himself or herself.

The activities for human resource development include:

- a) organizational training, that is, activities dealing with the acquisition of skills to improve the operation of the department or institution;
- b) occupational training, that is, activities dealing with the acquisition of skills specific to one's professional occupation;
- c) retraining, that is, the complementary vocational training dispensed to the professional to enable him or her to adapt to the technological changes in his or her sector of activities or vocational training to redirect his or her orientation towards a new sector of activities.

#### **8-4.02**

Human resource development shall be the responsibility of the board and shall be designed to meet the needs of the milieu.

In order to develop the professionals' skills, the board shall facilitate professional development that can be used to better perform their duties at the board or linked to a board requirement associated with a professional order.

#### **8-4.03**

The professional who is authorized by the board to take part in any activity concerning human resource development during his or her regular working hours shall receive the salary he or she would receive if he or she were at work. The regular working hours of the professional shall not be modified, except by agreement between the professional and the board.

#### **8-4.04**

The board and the professional concerned shall meet the commitments undertaken prior to the date of the coming into force of this agreement in order to complete the professional development activities already begun.

The sums that the commitments mentioned in this clause entail shall be deducted from the amounts prescribed in clause 8-4.07.

#### **8-4.05**

If, in the context of human resource development, a professional must leave the service of the board, the latter shall recognize for him or her upon his or her return the same number of years of experience, service and seniority as if he or she had remained in the employ of the board.

**Section 2    Organization of professional development****8-4.06**

Two or more boards may join together for the application of this article.

In this case, the total annual amount available shall be equal to the sum of the annual amounts provided for each board. The use of these funds need not, necessarily, take into account the percentage of each of the participating boards.

**8-4.07**

For the 2021-2022 school year, the amount allocated to professional development shall be \$290 and, as of the 2022-2023 school year, the amount shall be \$368 per school year per regular professional employed by the board whose regular workweek includes the number of hours prescribed in article 9-1.00. For every other regular or supernumerary professional employed by the board, the amount allocated shall be adjusted in proportion to the regular hours prescribed in his or her workweek.

Any sums unused in a given year shall be added to those provided for the following year.

The administration of the funds allocated to human resource development shall be the responsibility of the board.

**8-4.08**

An amount of \$4 965 per school year shall be earmarked to enhance, as a priority, access to professional development activities for professionals of the Central Québec School Board (territory of the service area of Chibougamau, Chapais and Kawawachikamach), Eastern Shores School Board and Western Québec School Board (territory of the municipalities of Témiscaming, Val d'Or and Rouyn-Noranda) especially for defraying the travel and accommodation expenses of the said professionals.

The amount shall be distributed after consultation of a committee set up for this purpose and composed of one representative of the QESBA, one representative of the Ministère and two representatives of the Centrale. If the amount cannot be allocated to the professionals of the Central Québec School Board (territory of the service area of Chibougamau, Chapais and Kawawachikamach), Eastern Shores School Board and Western Québec School Board (territory of the municipalities of Témiscaming, Val d'Or and Rouyn-Noranda), it may be used for other professional development purposes determined after consultation of the committee.

The sums available for one school year and unused or committed shall be added to the sums available for the following school year.

### **Section 3 Organizational Development**

#### **8-4.09**

Organizational development consists of activities designed to maintain a professional's level of efficiency in performing his or her duties.

In particular, organizational development can allow a professional to adapt to changes in his or her duties or the evolving technology in his or her sector of activities, to acquire knowledge, techniques and skills designed to improve the quality of administration of the department or institution, or to move to another sector of activities.

#### **8-4.10**

The organizational development activities are under the responsibility of the board. It must determine the target group, content, duration, location and pursuit of activities after consultation with the professionals concerned.

If the board chooses to earmark to organizational development, as defined under this section, a portion of the professional development budget prescribed in clauses 8-4.07 and 8-4.08, clause 8-4.13 also applies to this section concerning organizational development, instead of the preceding paragraph.

### **Section 4 Functional Development**

#### **8-4.11**

The board and the union recognize the need to promote the participation of professionals in functional development activities.

#### **8-4.12**

Functional development is an activity or a program of activities allowing a professional or a group of professionals to acquire specific knowledge, techniques or skills aimed at a high level of competency in practising their profession.

#### **8-4.13**

In collaboration with the union representatives on the Labour Relations Committee or the Parity Committee established for this purpose, the board shall prepare a local functional development policy applicable to professionals, the rules applicable to the presentation, approval and financing of the professional development projects concerned, the intended use of the amounts allocated under clauses 8-4.07 and 8-4.08, and shall follow up on the use of funds and approved professional development projects.



**8-4.14**

The board and the union may agree by local arrangement on the local terms and conditions concerning the subjects referred to in Sections 1, 3 and 4 of article 8-4.00.

**ARTICLE 8-5.00 HEALTH AND SAFETY****8-5.01**

The board and the union shall work together through the Labour Relations Committee to maintain working conditions that ensure the health, safety and physical well-being of professionals.

**8-5.02**

The board and the union may agree to set up a specific health and safety committee.

**8-5.03**

The professional must:

- a) take the necessary measures to protect his or her health, safety and physical well-being;
- b) see that he or she does not endanger the health, safety and physical well-being of other persons who are on the work premises or near the work premises;
- c) undergo health examinations required for the application of the Act and the regulations applicable to the board.

**8-5.04**

The board must take, as prescribed by the Act and the regulations applicable to it, the measures necessary to protect the health and ensure the safety and physical well-being of professionals; it must in particular:

- a) see that the buildings under its jurisdiction are equipped and laid out in such a way as to protect professionals;
- b) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of professionals;
- c) provide suitable lighting, ventilation and heating;
- d) provide safe material and ensure that it is kept in good condition;
- e) allow a professional while in the employ of the board to undergo health examinations required for the application of the Act and the regulations applicable to the board.

**8-5.05**

Placing individual or group safety means and equipment at the disposal of professionals in order to meet their specific needs, when it becomes necessary under the Act and regulations applicable to the board, must not reduce in any way the efforts required by the board, the union and the professionals to eliminate at the source dangers to their health, safety and physical well-being.

**8-5.06**

When a professional exercises the right of refusal provided for in the Act respecting occupational health and safety (CQLR, chapter S-2.1), he or she must notify his or her immediate superior or the authority designated by the board immediately.

As soon as he or she is notified, the immediate superior or, where applicable, the authority designated by the board shall summon the union representative mentioned in clause 8-5.10 if he or she is available or, in the case of an emergency, the union delegate; the purpose of this summons shall be to assess the situation and the corrective measures that the immediate superior or the authority designated by the board intends to apply.

For the purpose of the meeting following the summons, the union representative mentioned in clause 8-5.10 or, where applicable, the union delegate, may temporarily interrupt his or her work without loss of salary or reimbursement.

**8-5.07**

The right of a professional mentioned in clause 8-5.06 shall be exercised subject to the relevant provisions prescribed in the Act and the regulations concerning occupational health and safety applicable to the board and subject to the terms specified therein, where applicable.

**8-5.08**

The board cannot impose a nonreengagement or a disciplinary or discriminatory measure on a professional if he or she exercised in good faith the right prescribed in clause 8-5.06.

**8-5.09**

Nothing in this agreement shall prevent the union representative referred to in clause 8-5.10 or, where applicable, the union delegate from being accompanied by a union advisor at the meeting mentioned in clause 8-5.06; however, the board or its representatives must be informed of the presence of the advisor before the meeting is held.

**8-5.10**

The union may specifically designate one of its representatives to the Labour Relations Committee or to the specific health and safety committee mentioned in clause 8-5.02, where applicable, to deal with health and safety matters; the representative may be absent temporarily from his or her work, after having informed his or her immediate superior, without loss of salary or reimbursement in the following cases:

- a) to attend the meeting mentioned in the third paragraph of clause 8-5.06;
- b) to accompany a CNESST inspector during an inspection visit to the board in connection with a matter dealing with the health, safety or physical well-being of a professional.

**ARTICLE 8-6.00 NONDISCRIMINATION****8-6.01**

No threat, constraint, discrimination or unjust distinction which might eliminate or compromise a fundamental right or freedom specifically recognized under the Charter of Human Rights and Freedoms (CQLR, chapter C-12) must be exercised against a professional.

**8-6.02**

No threat, constraint, discrimination or unjust distinction shall be exercised against a board representative, a union delegate or union representative during the course of or as a result of the performance of their duties in that capacity.

**8-6.03**

There shall be no intimidation, reprisals or discrimination against a professional because of the fact that he or she exercises a right of recourse prescribed by law or this agreement.

**ARTICLE 8-7.00 PSYCHOLOGICAL HARASSMENT IN THE WORKPLACE****8-7.01**

Psychological harassment means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affects a professional's dignity or psychological or physical integrity and that results in a harmful work environment for the professional. For greater certainty, psychological harassment includes such behaviour in the form of such verbal comments, actions or gestures of a sexual nature.

A single serious incident of such behaviour that has a lasting harmful effect on a professional may also constitute psychological harassment (Act respecting labour standards (CQLR, chapter N-1.1)).

**8-7.02**

The professional shall be entitled to work in an environment free from psychological harassment.

**8-7.03**

The board shall take reasonable measures to prevent psychological harassment and, whenever it becomes aware of such behaviour, to put a stop to it. It must, in particular, adopt and make available to its professionals a psychological harassment prevention and complaint processing policy that includes, among others, a section on behaviour that manifests itself in the form of verbal comments, actions or gestures of a sexual nature.

**8-7.04**

Every grievance concerning psychological harassment in the workplace shall be submitted to the board by the plaintiff or the union, with the plaintiff's consent, according to the procedure described in article 11-1.00.

**8-7.05**

The authority designated by the board must meet the union representative, accompanied or not by the plaintiff, to discuss a harassment situation, at a time determined by the parties, to try, whenever possible, to find a solution by applying the process and measures prescribed in the policy.

**8-7.06**

Should a solution be deemed unsatisfactory within 30 days of the meeting mentioned in clause 8-7.05, the plaintiff or the union, with the consent of the plaintiff, may file the grievance concerning an incident of psychological harassment according to the procedure described in article 11-2.00.

However, such a grievance may be filed at any time but must be filed within two years of the last incidence of such offending behaviour.

**8-7.07**

In keeping with the policy in effect and in accordance with the law, the names of the persons involved and the circumstances surrounding the harassment situation must be treated in a confidential manner, except if such information is required for the inquiry related to the grievance or the application of a measure taken under this agreement.

**8-7.08**

A grievance concerning psychological harassment in the workplace shall be given hearing priority.

**ARTICLE 8-8.00      EQUAL OPPORTUNITY****8-8.01**

The board which decides to set up an equal opportunity program shall consult the union through the Labour Relations Committee.

**8-8.02**

The consultation shall focus on the following:

- a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel, it being specified that only one equal opportunity committee may exist at the board and that the union shall appoint its representative to that committee;

should such a committee be set up, consultation on the items in subparagraphs b) and c) shall be carried out by the committee;

- b) the diagnostic analysis, where applicable;
- c) the contents of the equal opportunity program, namely:
- the objectives sought;
  - the corrective measures;
  - the time frame;
  - the control mechanisms allowing the evaluation of the progress made and problems encountered.

**8-8.03**

In the context of the consultation mentioned in the preceding clause, the board shall forward to the union the information that it deems useful within a reasonable time limit.

**8-8.04**

In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of this agreement must be the subject of a written agreement in accordance with clause 1-3.01.

**ARTICLE 8-9.00          EMPLOYEE ASSISTANCE PROGRAM**

**8-9.01**

Any board which decides to implement an employee assistance program shall consult the bargaining unit through the Labour Relations Committee on the contents of the program.

**8-9.02**

The employee assistance program shall contain mechanisms guaranteeing confidentiality and ensuring that participation is on a voluntary basis.

**CHAPTER 9-0.00                      WORK SYSTEM****ARTICLE 9-1.00                      WORKING TIME****9-1.01**

The work year of a professional is from July 1 to June 30.

**9-1.02**

The regular workweek is 35 hours.

**9-1.03**

The board and the union may agree on a local arrangement which provides for a regular workweek which differs from the one prescribed in clause 9-1.02.

**ARTICLE 9-2.00                      WORK SCHEDULE****9-2.01**

The work schedule shall be established so as to minimize work in the evenings or on weekends, without affecting the services to be rendered, especially with respect to adult education and meetings with parents.

The board shall organize the professional's work schedule in such a way as to allow him or her to have a break per half-day and an uninterrupted lunch period.

**9-2.02**

The board may change the work schedule for reasons of a pedagogical or administrative nature or for reasons related to services to students. A change in the schedules of all professionals shall be made after consultation with the Labour Relations Committee.

**9-2.03**

Travelling time in the service of the board must be considered as work time if the professional is authorized to travel from one place of work to another within the territory of the board. If the professional is required to travel outside of the territory of the board, such travel shall be governed by the policies of the board. Any new board policy on this subject or any change in the existing policy shall be submitted to the Labour Relations Committee for prior consultation.

**9-2.04**

In the case of a professional whose workweek includes split workdays on a regular basis which oblige him or her to work in the evening within his or her regular schedule, the board shall ensure the professional a rest period of 12 consecutive hours between the end of his or her workday and the beginning of the next, unless a different agreement is made with the professional.

**ARTICLE 9-3.00 OVERTIME****9-3.01**

At the request of or with the authorization of the competent authority of the board, work carried out outside of the work schedule of the professional concerned or during a nonworking day with pay shall be considered as overtime. Only the excess of his or her regular workweek shall be counted.

**9-3.02**

The benefits inherent to overtime shall not apply to the professional who, within the framework of this agreement, obtained an authorization to be absent or was on a leave, even if the work that he or she carries out during the absence extends beyond the working day.

**9-3.03**

The professional who works overtime shall obtain a compensatory leave for the number of hours worked.

**9-3.04**

The board and the professional shall agree on the terms of application of the preceding clause by taking into account the requirements of the department; failing an agreement between the board and the professional within 60 days of the date on which the overtime was carried out on the time when the leave may be taken, the overtime shall be remunerated at the regular rate.

When the board and the professional have agreed on the time when the leave may be taken, but it cannot be taken at the time agreed due to the needs of the department or uncontrollable circumstances, overtime shall then, at the professional's choosing, be remunerated at the regular rate or taken in time; in this latter case, the board and the professional shall agree on the time when the leave may be taken.

**9-3.05**

Payment of overtime carried out shall be made to the professional within 30 days of the date as of which the work may be remunerated under the preceding clause.



**9-3.06**

A compensatory leave for overtime cannot be deferred from one work year to another except with the consent of the competent authority of the board. In this case, overtime shall be remunerated in accordance with clause 9-3.05.

**ARTICLE 9-4.00            REGULATIONS CONCERNING ABSENCES****9-4.01**

The professional shall advise the board as soon as possible of any absence and shall convey the reason for the absence to the board in writing, if so requested.

**9-4.02**

The board shall deduct each period of absence not remunerated from the total salary.

However, the professional who so requests may make up the period of absence in time worked if the reasons for the absence are deemed valid and approved by the board.

**ARTICLE 9-5.00            EXTENT OF RESPONSIBILITY****9-5.01**

The board recognizes that the professional activities performed by the professional do not include any responsibilities involving the engagement or nonreengagement of personnel, assignment or movement of personnel, disciplinary evaluation of personnel, imposition of a disciplinary measure or representation of the employer in its relations with the employees as provided for in the Labour Code (CQLR, chapter C-27).

**ARTICLE 9-6.00            PROFESSIONAL RESPONSIBILITY****9-6.01**

A professional may sign a document prepared by him or her in the performance of his or her duties and of which he or she is the sole author. However, use of the contents of the document shall remain the responsibility of the board. Should the contents of a document signed by the professional be used, his or her signature must appear on the document or he or she must be credited as its author.

**9-6.02**

Notwithstanding the preceding clause, no professional shall be bound to sign a document that, in all professional conscience, he or she cannot endorse nor shall he or she be compelled to make changes to a document he or she has signed and he or she believes to be correct from a professional point of view.

**9-6.03**

If the board publishes a document in any form whatsoever, in whole or in part, which is not signed by the professional, the board shall not add the name of the professional to the document.

**9-6.04**

No disciplinary measures may be taken against a professional who has refused to sign a document which, in all professional conscience, he or she cannot approve.

**9-6.05**

The provisions of this article may be adapted so as to apply to the preparation of technical materials.

**ARTICLE 9-7.00      CIVIL RESPONSIBILITY****9-7.01**

The board shall undertake to assume the case of every professional whose civil responsibility might be at issue by the actual performance of his or her duties during the working day or outside of the working day when the professional is carrying out activities specifically authorized by the competent authority. The board shall agree to make no claim against the professional in this respect except in the case of serious fault or gross negligence on the part of the professional when he or she has been found guilty of such by a tribunal.

**9-7.02**

As soon as the legal responsibility of the board has been recognized by the latter or has been established by a tribunal, the board shall indemnify every professional for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used in or brought to work, unless the professional has shown gross negligence; in the event that such loss, theft or destruction is already covered by insurance held by the professional, the compensation paid shall be equal to the actual loss sustained by the professional.

**9-7.03**

A professional may hire a lawyer, at his or her own expense, and have him or her assist the lawyer chosen by the board.

**ARTICLE 9-8.00 PRACTICE OF THE PROFESSION****9-8.01**

The occupation of a professional shall consist in the performance of activities of counselling, coordination, animation or administration in a given sector of activities.

The board shall facilitate, within the framework of the activities described above, professional autonomy and consultation conducive to the realization of the objectives defined by the board.

**9-8.02**

The board must, insofar as possible, assure the professional that the working premises and material and technical conditions are adapted to the characteristics of his or her duties and the requirements of confidentiality and, in particular, provide him or her with adequate secretarial services.

**9-8.03**

The professional shall comply with the rules generally recognized in the discipline concerned and the applicable ethical norms.

**9-8.04**

The board must, when it intervenes in the work of a professional, respect the recognized ethical norms governing the performance of his or her duties.

**9-8.05**

The board and the professional are committed to respecting the confidentiality of information provided or obtained in confidence in performing their respective duties and responsibilities, unless the disclosure of the information is required or authorized by law.

**9-8.06**

The board cannot oblige the professional to identify the individuals who have provided information confidentially on the basis of which the professional prepared a report, unless the disclosure of the information is required or authorized by law.

**9-8.07**

When a professional is called as a witness in a civil or criminal court regarding facts brought to his or her attention in the course of the performance of his or her duties and that he or she thus foresees having to invoke professional secrecy, he or she may be accompanied by a lawyer chosen and paid by the board.

**ARTICLE 9-9.00          EVALUATION OF PROFESSIONAL ACTIVITIES****9-9.01**

The method for evaluating professional activities must be submitted beforehand to the Labour Relations Committee for consultation.

**9-9.02**

The board shall forward to professionals in writing the method for evaluating professional activities that it has adopted.

**9-9.03**

The evaluation of the professional activities of a professional must be conveyed to him or her in writing and placed in his or her file.

**9-9.04**

The professional whose activities have been evaluated as provided for in this article may send his or her written comments on the evaluation to the board within 45 days of the date on which he or she was informed of his or her evaluation. The comments, together with the evaluation, shall be inserted in the professional's file.

**CHAPTER 10-0.00 REGIONAL DISPARITIES****ARTICLE 10-1.00 DEFINITIONS**

For the purpose of this article, the following definitions apply:

**10-1.01**

**Dependent:** The spouse and dependent child<sup>1</sup> respectively and any other dependent as defined in the Taxation Act (CQLR, chapter I-13) provided that he or she resides with the professional. However, for the purpose of this chapter, the income earned from a job by the professional's spouse shall not nullify the latter's status as dependent.

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

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

In addition, a dependent child is considered as having the status of dependent, provided he or she meets the following three conditions:

- the child attends, on a full-time basis, a post-secondary institution recognized of public interest elsewhere than in the place of residence of the professional working in a locality situated in sector III described in clause 10-1.03 or working in the locality of Fermont;
- the child had dependent status in accordance with the aforementioned definition of dependent;

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<sup>1</sup> Dependent child: a child of a professional, of his or her spouse or of both or a child living with the professional for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the professional for his or her financial support and who is under 18 years of age; every child 25 years of age or under who is a duly registered student attending, on a full-time basis, a recognized institution of learning, or a child of any age who has become totally disabled prior to reaching his or her 18<sup>th</sup> birthday or before reaching his or her 25<sup>th</sup> birthday if he or she was a duly registered student attending a recognized institution of learning on a full-time basis and has remained continuously disabled since that time.

- the professional provided supporting documents to prove that the child is pursuing, on a full-time basis, a post-secondary education program, namely, proof of registration at the beginning of the term and proof of attendance at the end of the term.

Recognition of dependent status as defined in the preceding paragraph enables a professional to retain his or her isolation and remoteness premium and a dependent child to benefit from outings.

However, transportation costs allocated to a dependent child under other programs shall be deducted from the benefits related to outings granted to a dependent child.

The provisions of the fourth paragraph do not apply to food transportation and housing.

### 10-1.02

Point of departure: Domicile in the legal sense of the word at the time of engagement insofar as the domicile is situated in one of the localities of Québec. The point of departure may be modified by an agreement between the board and the professional, subject to it being situated in Québec.

The fact that a professional already covered by this article changes employer in the public and parapublic sectors shall not modify his or her point of departure.

### 10-1.03

- |            |  |
|------------|--|
| Sector I   | - Chapais and Chibougamau  |
|            | - Témiscaming  |
|            | - Matagami   |
| Sector II  | - Îles-de-la-Madeleine   |
|            | - Fermont  |
| Sector III | - Oujé-Bougoumou   |
| Sector IV  | - Territory situated north of the 51° of latitude including Kawawachikamach and Schefferville, except for Fermont. |

**ARTICLE 10-2.00 RATES OF PREMIUMS**

**10-2.01**

The professional working in one of the sectors mentioned in clause 10-1.03 shall receive an annual isolation and remoteness premium indicated below:

		Periods		
		2020-04-01 to 2021-03-31	2021-04-01 to 2022-03-31	2022-04-01 to 2023-03-31
With dependents	Sector I	\$8 898	\$9 076	\$9 258
	Sector II	\$11 005	\$11 225	\$11 450
	Sector III	\$13 844	\$14 121	\$14 403
	Sector IV	\$18 005	\$18 365	\$18 732
No dependents	Sector I	\$6 221	\$6 345	\$6 472
	Sector II	\$7 334	\$7 481	\$7 631
	Sector III	\$8 654	\$8 827	\$9 004
	Sector IV	\$10 215	\$10 419	\$10 627

**10-2.02**

The amount of the isolation and remoteness premium applicable to a professional whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00 shall be adjusted in proportion to the regular hours worked in relation to the number of regular hours prescribed in article 9-1.00.

**10-2.03**

The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the professional's assignment in the territory of the board in one of the sectors mentioned in clause 10-1.03.

**10-2.04**

A professional on maternity, paternity or adoption leave who remains in the territory during the leave shall continue to benefit from the provisions of this article.

**10-2.05**

If both members of a couple work for the same board, or if each works for a different employer in the public and parapublic sectors, only one of the two may receive the premium applicable to a professional with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium for professionals with no dependents, notwithstanding the definition of the term "dependent" found in clause 10-1.01.

**10-2.06**

Subject to clause 10-2.03, the board shall cease to pay the isolation and remoteness premium established under this article if the professional and his or her dependents deliberately leave the territory during a paid absence or leave for more than 30 days, except for annual vacation, nonworking days with pay, sick leave, maternity, paternity or adoption leave or leave due to a work accident.

**ARTICLE 10-3.00      OTHER BENEFITS****10-3.01**

The board shall assume the following expenses incurred by every professional recruited in Québec at a distance of more than 50 kilometres from the locality where he or she is required to perform his or her duties, provided it is situated in one of the sectors mentioned in clause 10-1.03:

- a) the transportation expenses of the transferred professional and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
  - i) 228 kilograms for each adult or each child 12 years of age or over;
  - ii) 137 kilograms for each child under 12 years of age;
- c) the cost of transporting his or her furniture (including household utensils), if need be, other than those provided by the board;
- d) the cost of transporting his or her motorized vehicle, if need be, by road, boat or train;
- e) the cost of storing his or her furniture, if need be.

**10-3.02**

The professional is not entitled to reimbursement for these expenses if he or she is in breach of contract to go work for another employer before the 61<sup>st</sup> calendar day of his or her stay in the territory, unless the union and the board agree otherwise.

**10-3.03**

If the professional eligible for the provisions of subparagraphs b), c) and d) of clause 10-3.01 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the provisions during the year following the start date of his or her assignment.



**10-3.04**

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

- a) the professional's first assignment: from the point of departure to the place of assignment;
- b) the dismissal or nonreengagement of the professional by the board: from the place of assignment to the point of departure;
- c) a subsequent assignment or transfer at the request of the board or of the professional: from one place of assignment to another;
- d) the breach of contract, resignation or death of the professional: from the place of assignment to the point of departure; however, in the case of sectors I and II, the reimbursement shall only be made in proportion to the time worked in relation to a period of reference established at 260.9 working days except in the case of death;
- e) a professional obtains a leave of absence for educational purposes: from the place of assignment to the point of departure. In this case, the expenses referred to in clause 10-3.01 shall also be payable to the professional whose point of departure is 50 kilometres or less from the place where he or she performs his or her duties.

**10-3.05**

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

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

If both spouses, within the meaning of clause 1-1.13, work for the same board, only one of the two may avail himself or herself of the benefits granted under this article.

**10-3.06**

The weight of 228 kilograms mentioned in subparagraph b) of clause 10-3.01 shall be increased by 45 kilograms for every year of service in the employ of the board in the territory. This provision shall cover the professional only.

**ARTICLE 10-4.00      OUTINGS****10-4.01**

- a) The board shall assume the expenses directly or shall reimburse the professional recruited at more than 50 kilometres from the locality where he or she performs his or her duties for the expenses inherent to the following outings for the professional and his or her dependents for:
  - i) Fermont, Schefferville and Kawawachikamach: four outings per year for the professional without dependents and three outings per year for the professional with dependent(s);
  - ii) the localities of the Îles-de-la-Madeleine: one outing per year.
- b) The initial place of recruitment shall not be modified due to the fact that the professional nonreengaged because of surplus of personnel, who is subsequently reengaged, chose to stay there during the period of unemployment.
- c) The fact that the professional's spouse works for the board or another employer in the public and parapublic sectors must not cause the professional to benefit from a greater number of paid outings than that prescribed in this agreement.

**10-4.02**

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

Every year, a professional who is reimbursed for the expenses incurred for outings shall receive, on March 1, a compensation benefit equal to 50% of the amount of the expenses incurred for the third and fourth outings of the preceding calendar year. The benefit shall be paid during the pay period including March 1.

**10-4.03**

In the cases mentioned in subparagraphs i) and ii) of paragraph a) of clause 10-4.01, an outing may be used by the spouse or a family member not residing in the territory to visit the professional who lives in one of the localities mentioned in paragraph a) or b).

**10-4.04**

If a professional or one of his or her dependents must immediately leave, for reasons of emergency, his or her place of work situated in one of the localities mentioned in clause 10-4.01 because of illness, an accident or a complication related to pregnancy, the board shall pay for the cost of the return flight. The professional must prove that it was necessary for him or her to leave immediately. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The board shall also pay for the return flight of the person who accompanies the person evacuated from his or her place of work.

**10-4.05**

The board shall authorize a professional to take a leave of absence without salary if one of his or her dependents must be evacuated for reasons of emergency in keeping with this clause in order to allow him or her to accompany his or her dependent.

**10-4.06**

A professional who originates from a locality situated at more than 50 kilometres from his or her place of assignment, who was recruited there and who gained the right to outings because he or she was cohabiting in a conjugal relationship with a spouse employed in the public and parapublic sectors shall continue to benefit from the right to outings prescribed in clause 10-4.01 even if he or she loses the status of spouse within the meaning of clause 10-1.01.

**ARTICLE 10-5.00 REIMBURSEMENT OF TRANSIT EXPENSES****10-5.01**

The board shall reimburse the professional, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and accommodations, if need be) for himself or herself and his or her dependents when he or she is engaged and on any authorized outing provided that these expenses not be assumed by a carrier.

The expenses shall be limited to the amounts prescribed in the norms established by the board under article 8-3.00.

**ARTICLE 10-6.00 DEATH****10-6.01**

In the event of the death of the professional or of one of his or her dependents, the board shall pay the transportation for the repatriation of the mortal remains. Moreover, the board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec in the event of the death of the professional.

**ARTICLE 10-7.00      LODGING****10-7.01**

The obligations and practices of the board to provide lodging for a professional at the time of engagement shall be maintained only where they already exist.

**10-7.02**

The rent charged to professionals for whom housing is provided in Sectors III and IV and the locality of Fermont shall be maintained at the June 30, 1995 rate.

**10-7.03**

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

**ARTICLE 10-8.00      PROVISIONS OF FORMER AGREEMENTS****10-8.01**

In the event of benefits greater than the current plan for regional disparities resulting from the application of the 1986-1988 agreement or recognized administrative practices, they shall be renewed except if they deal with one of the following elements of this agreement:

- a) the retention premium;
- b) the definition of "point of departure" provided in clause 10-1.02;
- c) the rates of premiums and the calculation of the premium prescribed in article 10-2.00 for the professional whose regular workweek includes fewer hours than the hours prescribed in article 9-1.00;
- d) the reimbursement of expenses related to moving and outings of the professional recruited from outside Québec prescribed in articles 10-3.00 and 10-4.00;
- e) the number of outings prescribed in article 10-4.00 when the professional's spouse works for the board or an employer in the public and parapublic sectors.

**10-8.02**

The retention premium equivalent to 8% of the annual salary shall be maintained for professionals working in the localities of Sept-Îles (including Clarke City) and Port-Cartier.

**CHAPTER 11-0.00                    GRIEVANCES, ARBITRATION AND DISAGREEMENTS****ARTICLE 11-1.00            GENERAL PROVISIONS AND GRIEVANCE PROCEDURE****Section 1        General provisions****11-1.01**

The time limits prescribed in this chapter in which to formulate a grievance and to submit it to arbitration shall be compulsory, unless there is a written agreement for their extension between the board and the union.

The board and the union may agree in writing to waive the time limits prescribed in Section 2 of article 11-1.00 when a grievance has already been the subject of discussion between the parties. In the case of such an agreement, the union may proceed directly to arbitration as provided for in article 11-2.00, notwithstanding the time limits prescribed in clause 11-2.01.

11-1.02

For the purposes of submitting a grievance, the union or the professional shall forward a notice, using the form provided below.

GRIEVANCE FORM

Grievance	
Union grievance no.	<input type="text"/>
<input type="radio"/> Interpretation <input type="radio"/> Classification	
Union	Employer
Name: _____ Address: _____ Tel.: _____	Name: _____ Address: _____ Tel.: _____

Arbitration method <sup>1</sup>	<input type="text"/>	Type of grievance <sup>2</sup>	<input type="text"/>
Nature of grievance <sup>1 3</sup>	<input type="text"/>	Nature of grievance <sup>2</sup>	<input type="text"/>
Number of plaintiffs	<input type="text"/>		

Plaintiff(s)			Clause(s)
Name	Given name	Main plaintiff	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Facts giving rise to the grievance, corrective measure(s) sought, comments, compensation requested (if any), etc.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Regular arbitration (clause 11-2.01)

<sup>2</sup> Individual, collective or union

<sup>3</sup> Examples: abolishment of position, absence, priority of employment, etc.

**11-1.03**

In order to submit an arbitration notice, the union shall use the computerized form of the Greffe des tribunaux d'arbitrage du secteur de l'éducation.

However, the professional concerned, who wishes to submit an arbitration notice under clause 5-8.05, 5-9.02 or 8-7.06, must give a written notice to that effect to the board, to the chief arbitrator and to the union. The notice must contain a copy of the grievance and be forwarded by certified mail, registered mail or fax.

**11-1.04**

The forwarding date found on the computerized form shall constitute prima facie proof for the purposes of calculating the time limits prescribed in article 11-2.00.

The date on the post office receipt for documents sent by registered mail or the date on the proof of delivery of documents sent by certified mail or fax shall constitute prima facie proof for the calculation of the time limits prescribed in articles 11-1.00 and 11-2.00.

**11-1.05**

Address of the Greffe de l'Éducation:

Greffe des tribunaux d'arbitrage du secteur de l'éducation  
Édifice Marie-Guyart  
1035, rue De La Chevrotière, 1<sup>er</sup> étage, bureau 120  
Québec (Québec) G1R 5A5

Fax: 418-646-6848

E-mail: greffe@education.gouv.qc.ca

**11-1.06**

A technical error in the formulation of a grievance shall have no effect upon the validity of the said grievance. Similarly, an error of form in the written response to a grievance cannot be invoked against the board.

**Section 2 Grievance procedure****11-1.07**

Any professional, whether or not he or she is accompanied or not by the union delegate may, if he or she so desires, before submitting a grievance, attempt to solve his or her problem with the authority designated by the board.

**11-1.08**

In order to settle as quickly as possible every grievance which may arise during the term of this agreement, the board and the union agree to comply with the procedure described in this section.

The board and the union are also invited to meet at least once a year to discuss active grievances. This meeting allows the local parties to discuss solutions to grievances.

**11-1.09**

A grievance may be submitted to the board by a professional or by the union acting on behalf of the professional or both.

The notice of grievance must be sent by certified mail, registered mail or fax or otherwise delivered to the authority designated by the board within 90 days of the event giving rise to the grievance.

**11-1.10**

The notice of grievance must contain a summary of the facts that gave rise to the grievance, the name of the professional or the professionals concerned, where applicable. For information purposes, the notice of grievance must specify the clauses of the agreement on which it is based and, without prejudice, the required corrective measure or measures.

In the case of a classification grievance or a grievance concerning the placement of a professional, the notice of grievance must specify, without prejudice, the employment group or step sought, as the case may be.

**11-1.11**

The formulation of the grievance may be amended after it has been submitted, but on the condition that such an amendment not change the subject of the grievance.

**11-1.12**

The authority designated by the board may meet with the union's representative, accompanied or not by the professional concerned, at a time convenient to both parties, in order to discuss the grievance.

**11-1.13**

Within 15 days of the mailing or delivery of the notice of grievance, the authority designated by the board shall provide the union with a written decision and, where applicable, shall forward a copy to the professional or professionals concerned.



**11-1.14**

If the union feels that the decision mentioned in clause 11-1.13 is inadequate or if the decision is not received within the prescribed time, it may submit the grievance to arbitration according to the procedure described in article 11-2.00.

**ARTICLE 11-2.00      ARBITRATION****Regular arbitration procedure****11-2.01**

The union wishing to submit a grievance to the regular arbitration procedure must, within 45 days of the expiry of the time limit prescribed in clause 11-1.13, notify the board and the chief arbitrator to that effect, using the computerized form of the Greffe des Tribunaux d'Arbitrage du Secteur de l'Éducation and include the notice of grievance.

However, notwithstanding clause 11-1.14 and the preceding paragraph, the union may enter its grievance for arbitration after it receives the reply of the board provided for in clause 11-1.13.

**11-2.02**

Once the notice of arbitration has been registered, the Records Office shall immediately send an acknowledgement of receipt to the union, the board, the Ministère, the CPNCA, the FPPE and the Centrale.

**11-2.03**

For the term of this agreement, every grievance submitted to arbitration shall be decided by an arbitrator chosen from among the following:

André G. Lavoie, chief arbitrator;

René Beaupré  
Serge Brault  
Johanne Cavé  
Robert Choquette  
Nathalie Faucher  
Gilles Ferland  
Maureen Flynn

Amal Garzouzi  
Natacha Lecompte  
Éric Lévesque  
Claude Martin  
Nathalie Massicotte  
Jean Ménard  
Jean-Guy Ménard

Nancy Ménard-Cheng  
Jean-René Ranger  
Robert L. Rivest  
Yves Saint-André  
Lyse Tousignant  
Alain Turcotte  
Éric-Jan Zubrzycki

or any other person appointed by the Centrale, the QESBA and the Ministère to act in this capacity.

**11-2.04**

A grievance shall be referred to a single arbitrator. However, at the request of the Centrale or the CPNCA when the monthly arbitration roll is prepared or within the 15 days that follow, the grievance may be referred to an arbitrator appointed under this clause and assisted by an assessor appointed by the Centrale and an assessor appointed by the CPNCA.

If need be, the Centrale shall inform the Records Office of the name of a union assessor of its choice and the CPNCA shall inform it of the name of an employer assessor of its choice within 30 clear days of the entering of the case on the arbitration roll.

Every assessor thus appointed shall be deemed competent to sit, whatever his or her past or present activities, interests in the litigation or functions in the union, the board or elsewhere.

**11-2.05**

Any arbitrator appointed under this article shall be deemed competent to act as an arbitrator who shall decide, in conformity with the provisions of a former agreement, on any legal grievance arising from the provisions of a former agreement. The preceding provisions shall not remove from the jurisdiction of other arbitrators any grievance referred to them by the chief arbitrator before the date of the coming into force of this agreement.

**11-2.06**

For the purpose of applying the preceding clause, any grievance which legally arose before the expiry of the 2015-2020 agreement (P2) and submitted to arbitration after its expiry within the time limits prescribed therein shall be validly submitted to arbitration. To that end, the board, the Ministère and the CPNCA shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the agreement.

**11-2.07**

As of his appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his honour before a judge of the Superior Court to perform his duties in conformity with the law, the provisions of this agreement and according to equity and good conscience.

As of his or her appointment, every arbitrator shall take an oath or shall pledge on his or her honour before the chief arbitrator, for the term of this agreement, to render his or her decisions in conformity with the law, the provisions of the agreement, and according to equity and good conscience. Where applicable, the arbitrator shall receive, at the beginning of each arbitration, the same oaths or pledges on their honour from the two assessors appointed to assist him or her and to carry out their duties in conformity with the law, the provisions of the agreement and according to equity and good conscience.

**11-2.08**

The chief arbitrator or, in his absence, the chief records clerk, under the authority of the chief arbitrator, shall:

- a) draw up the monthly arbitration roll in the presence of representatives of the CPNCA and the Centrale;
- b) appoint an arbitrator from the list mentioned in clause 11-2.03;
- c) set the time, date and place of the first arbitration session;
- d) indicate, for each grievance, whether it involves an arbitration referred to a single arbitrator or to an arbitrator assisted by an assessor.

The Records Office shall notify the arbitrator, the parties concerned, the Ministère, the CPNCA, the Fédération, the Centrale and where applicable, the assessors.

**11-2.09**

The arbitrator shall set the time, date and place of the subsequent sessions, where applicable, and shall inform the Records Office; the Records Office shall notify the parties concerned, the Ministère, the CPNCA, the Fédération, the Centrale and, where applicable, the assessors. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors, if need be.

To facilitate the holding of a hearing, the lawyers shall contact each other and inform the arbitrator of the nature of the preliminary means they intend to raise one week prior to the hearing.

Every hearing shall be scheduled for 9:30 a.m.; the lawyers, assessors, if any, and the arbitrator must use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- outline the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;

- analyze any other question which could simplify or accelerate the hearings.

**11-2.10**

The arbitrator or the assessor shall be replaced according to the procedure established for the original appointment.

**11-2.11**

If an assessor has not been designated in conformity with the original appointment procedure or if the position of assessor is vacant and is not filled before the date set for the hearing, the arbitrator shall appoint him or her, ex officio, on the day of the hearing.

**11-2.12**

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she may deem appropriate. He or she also ensures compliance with the operating procedures of the Records Office.

**11-2.13**

At any time before the first deliberation session or within 15 days after the end of the hearing if it involves a grievance heard by a single arbitrator, the Centrale, the Fédération, the CPNCA, the QESBA and the Ministère may individually or collectively intervene and make any representation that they deem appropriate or pertinent to the arbitrator or, where applicable, to the arbitrator assisted by his or her assessors.

However, if one of the aforementioned parties wishes to intervene, it shall so inform the other parties of its intention and of the object of the intervention.

**11-2.14**

The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the session to be held in camera.

**11-2.15**

The arbitrator may deliberate in the absence of an assessor provided he or she has notified him or her in accordance with clause 11-2.09 at least seven days in advance.

**11-2.16**

Except in the case of the production of written notes where the board and the union may agree to exceed the time limit, the arbitrator must render his or her decision within 45 days following the end of the hearing. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the said time limit.

The chief arbitrator may not assign another grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered. This shall not apply to an arbitrator who has filed the draft decision within this same time limit and if no other additional deliberation has been requested by an assessor.

**11-2.17**

The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.

Any assessor may file a separate report and attach it to the decision.

The arbitrator shall file the original signed arbitration decision at the Records Office and, at the same time, shall also send copies to the two assessors, if any.

The Records Office, under the responsibility of the chief arbitrator, shall forward a copy of the decision to the parties concerned, the Centrale, the Fédération, the QESBA, the CPNCA and the Ministère and shall also file two certified copies with the Minister of Labour, Employment and Social Solidarity.

**11-2.18**

At any time prior to his or her final decision, an arbitrator may render any temporary or interlocutory decision that he or she deems fair and useful.

The arbitration decision shall be final, executory and shall bind the parties.

If the decision grants a time limit in which to fulfill an obligation, the time limit shall begin as of the date on which the decision was sent by the Records Office, unless the arbitrator decides otherwise within the framework of the decision.

**11-2.19**

An arbitrator may not, by his or her decision regarding a grievance, modify, subtract from, or add to this agreement.

**11-2.20**

The arbitrator called upon to decide whether or not a grievance is well-founded, shall have the authority to uphold it or to reject it, in whole or in part, and to determine the compensation that he or she deems equitable for the loss sustained by the professional because of the board's error in interpreting or applying the agreement.

The arbitrator to whom a grievance has been referred to contest the dismissal of a professional may annul the decision of the board if the procedure prescribed was not followed or if the reasons for the dismissal are not well-founded or do not constitute sufficient grounds, order that the professional concerned be reinstated in his or her duties and determine, if need be, the amount of the compensation to which he or she is entitled. The arbitrator may also change the decision for one which he or she feels is fair and reasonable, taking into account all the circumstances surrounding the event.

The arbitrator to whom a grievance has been referred to contest the nonreengagement of a regular professional may annul the decision of the board if the procedure prescribed was not followed or if the reasons for the nonreengagement are not well-founded or do not constitute sufficient grounds, order that the professional concerned be reinstated in his or her duties and determine, if need be, the compensation to which he or she is entitled.

The first paragraph of this clause applies to a grievance for nonreengagement due to the surplus of a regular professional if the procedure prescribed in article 5-9.00 was followed entirely and if the sole reason invoked by the board in support of the nonreengagement is the surplus of personnel. In this case, the jurisdiction of the arbitrator shall include the power to order that the professional be reinstated in his or her duties.

**11-2.21**

The chief arbitrator shall choose the chief records clerk.

**11-2.22**

The arbitrator's fees and expenses shall be paid by the party that submitted the grievance if it is rejected and by the party to which the grievance was submitted if it is upheld. If the grievance is partially upheld, the arbitrator shall determine the proportion of the fees and expenses payable by each party.

If the grievance is settled, regardless of the number of grievances concerned and the nature of the settlement, the amount payable in cancellation fees as well as the arbitrator's fees and expenses, if any, shall be assumed equally by the parties or according to the terms and conditions of settlement.

If the grievance is unresolved, the party that withdraws the grievance or accedes to it shall assume the amount payable in cancellation fees.

At the request of either party, the arbitrator who takes note of the settlement may agree on a different distribution.

Notwithstanding the foregoing, in the case of grievances submitted to the board before December 16, 2005 as well as the dismissal grievances submitted before or after December 16, 2005, the arbitrator's fees and expenses shall be borne by the Ministère.

**11-2.23**

In all cases, the party that requests a postponement of a hearing shall assume the fees and expenses incurred for the postponement; if the postponement is requested jointly, they shall be assumed equally.

However, the arbitrator's fees and expenses shall be assumed according to the rules applicable prior to December 16, 2005 in the case of a grievance submitted before that date.

**11-2.24**

The costs of the Records Office shall be borne by the Ministère.

**11-2.25**

The hearings and the deliberations shall be held in rooms supplied free of rental charge.

**11-2.26**

The assessors shall be remunerated and reimbursed for their expenses by the party they represent.

**11-2.27**

If a party requests the services of an official stenographer, the expenses and fees shall be the responsibility of the party which requested them.

If the official stenographic notes are transcribed, a copy shall be forwarded by the stenographer to the arbitrator and to the assessors, where applicable, before the beginning of the deliberations at the expense of the party requesting such notes.

If the party that did not request the stenography wishes to obtain a copy of the transcribed stenographic notes, the party shall share the total fees and expenses of the stenography in equal parts with the other party, unless there is an agreement to the contrary between the parties.

**11-2.28**

The arbitrator shall convey or otherwise serve any order or document issued by him or her or by the parties involved. At the request of a party, the arbitrator may assign a witness in accordance with section 100.6 of the Labour Code (CQLR, chapter C-27).

**IN WITNESS WHEREOF**, the parties herein have signed in Montréal on this 20<sup>th</sup> day of the month of December 2021 the provisions negotiated and agreed between the Management Negotiating Committee for English-language School Boards (CPNCA) and the Centrale des syndicats du Québec on behalf of the professionals' unions represented by its bargaining agent, the Fédération des professionnelles et professionnels de l'éducation du Québec (CSQ).

**FOR THE EMPLOYER GROUP**

**FOR THE UNION GROUP**

(signed) Jean-François Roberge

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Jean-François Roberge  
Minister of Education

(signed) Sonia LeBel

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Sonia LeBel  
Minister Responsible for Government  
Administration and Chair of the Conseil du trésor

(signed) Édith Lapointe

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Édith Lapointe  
Chief Government Negotiator

(signed) Dan Lamoureux

---

Dan Lamoureux  
President, QESBA

(signed) Christine Denommée

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Christine Denommée  
President, CPNCA

(signed) Pascal Poulin

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Pascal Poulin  
Vice-president, CPNCA

(signed) Philippe Bazinet

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Philippe Bazinet  
Negotiator, CPNCA

(signed) Danilo Di Vincenzo

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Danilo Di Vincenzo  
Spokesperson, CPNCA

(signed) Éric Gingras

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Éric Gingras  
President, CSQ

(signed) Jacques Landry

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Jacques Landry  
President, FPPE

(signed) Sophie Massé

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Sophie Massé  
Vice-president, FPPE

(signed) Jean Martineau

---

Jean Martineau  
Vice-president, FPPE

(signed) JoAnna Wrench

---

JoAnna Wrench  
Negotiator, FPPE

(signed) Michel Mayrand

---

Michel Mayrand  
Negotiator, FPPE

(signed) Josianne Lavoie

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Josianne Lavoie  
Spokesperson, FPPE



## APPENDIX "A"

## COMPUTERIZED BILLING OF GROUP INSURANCE PREMIUMS

The following special provisions apply to the board which accepts to replace the current self-billing system<sup>1</sup> for personal group insurance plans premiums with a computerized billing system for group insurance premiums:

A) A second paragraph is added to clause 7-1.11:

7-1.11 For the professional on a leave without salary for 28 days or less, the insurer shall, upon the professional's return to work, adjust his or her premiums to take into account the total amount of required premiums due during his or her leave, including the board's share.

For the professional on leave without salary for more than 28 days, the insurer shall claim from the professional directly the total amount of the premiums due, including the board's share.

B) Clause 7-1.13 is modified by adding the following subparagraph c):

7-1.13 c) Each year, the board's contribution to the health insurance plan shall be sent to the insurer in two installments:

- i) the first installment shall cover the period from January 1 to June 30 and shall be established by the insurer for all professionals concerned for the pay period which includes April 1 and for whom the contribution must be made; the installment represents 50% of the board's contribution;
- ii) the second installment shall cover the period from July 1 to December 31 and shall be established by the insurer for all professionals concerned for the pay period which includes November 1 and for whom the contribution must be made; the installment represents 50% of the board's contribution.

C) Subparagraph k) of clause 7-1.15 becomes subparagraph l) of this same clause.

The new subparagraph k) of clause 7-1.15 is as follows:

k) the insurer shall determine the total amount of the professional's premiums for each pay period and shall forward it to the board by computerized listing so that the board can make the deduction;

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<sup>1</sup> The main difference between the two billing systems is as follows:

- . under the self-billing system, the board establishes the cost of each professional's personal group insurance premiums and deducts the premiums at source;
- . under the computerized billing system, the insurer establishes the cost of the premiums and forwards to the board by computerized listing the total amount it will deduct from each professional's pay.

D) Subparagraph i) of paragraph b) of clause 7-1.16 is modified as follows:

7-1.16 b) i) the provisions of subparagraphs b) to k) of clause 7-1.15;

E) Clause 7-1.16 is modified by adding the following paragraph c):

7-1.16 c) General Group Insurance (FAMR)<sup>1</sup>

The Centrale may also determine the provisions of the general group insurance plans (FAMR). The cost of the plans shall be borne entirely by the participants.

The professionals referred to in clause 7-1.01 may benefit from payroll deduction of the insurance premiums for the plans.

Only subparagraph k) of clause 7-1.15 applies to the general group insurance plans (FAMR).

F) Clause 7-1.20 is replaced with the following:

7-1.20 The insurer selected for all plans, including the general group insurance plans (FAMR) mentioned in paragraph c) of clause 7-1.16, must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purpose of selecting the insurer, the Insurance Committee of the Centrale or the Centrale in the case of the general group insurance plans (FAMR) may request bids or proceed according to any other method that it determines.

G) Clause 7-1.28 is replaced with the following:

7-1.28 a) The board shall facilitate the implementation and application of the personal group insurance plans, in particular by:

- i) informing new professionals about the plans;
- ii) registering new professionals;
- iii) forwarding to the insurer the application forms and the pertinent information required by the insurer to keep the participant's file up-to-date;
- iv) forwarding the deducted premiums to the insurer;
- v) providing professionals with the forms required for participation in the plan, claim forms or other forms supplied by the insurer;

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<sup>1</sup> (FAMR): Fire, Accident and Miscellaneous Risk

- vi) conveying information normally required of the employer by the insurer for settling certain benefits;
  - vii) forwarding to the insurer the names of professionals who have indicated to the board that they intend to retire.
- b) In the case of general group insurance (FAMR) mentioned in paragraph c) of clause 7-1.16, the board shall forward the deducted premiums to the insurer.

**APPENDIX "B"****PROVINCIAL COMMITTEE CONCERNING STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES**

Within 60 days of the signing of this agreement, a provincial committee shall be set up. It shall consist of, on the one hand, three representatives of the CPNCA and, on the other hand, three union representatives of the English education sector, namely, one from each of the union federations or associations (FPPE, FPSS and QPAT).

The mandate of the provincial committee shall be to make recommendations dealing with:

- a) services for at-risk students and for students with handicaps, social maladjustments or learning difficulties 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.

**APPENDIX "C"****FAMILY RESPONSIBILITIES**

The negotiating union group CSQ, on the one hand, and the Québec government 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 “D”**

**SALARY STRUCTURE – SALARY RATES AND SCALES ON APRIL 1, 2022 FOR THE HEALTH AND SOCIAL SERVICES, SCHOOL SERVICE CENTRES, SCHOOL BOARDS AND COLLEGES SECTORS**

	Steps																		Rankings	Single Rates	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18			
Rankings	1	20.98																	1	20.98	
	2	21.27																	2	21.27	
	3	21.39	21.50	21.59															3	21.58	
	4	21.54	21.74	21.90	22.06														4	22.03	
	5	21.73	22.02	22.33	22.65														5	22.59	
	6	21.89	22.25	22.60	22.97	23.35													6	23.24	
	7	22.18	22.65	23.13	23.61	24.13													7	23.98	
	8	22.36	22.86	23.39	23.90	24.44	25.00												8	24.76	
	9	22.54	23.07	23.64	24.21	24.78	25.39	26.00											9	25.63	
	10	22.81	23.36	23.97	24.56	25.17	25.79	26.41	27.10										10	26.57	
	11	23.12	23.70	24.31	24.95	25.58	26.23	26.88	27.60	28.31									11	27.58	
	12	23.48	24.17	24.88	25.63	26.37	27.19	27.79	28.41	29.04	29.40								12	28.56	
	13	23.82	24.54	25.27	26.03	26.80	27.59	28.42	29.07	29.76	30.12	30.82							13	29.71	
	14	24.21	24.94	25.68	26.44	27.25	28.04	28.90	29.77	30.45	30.87	31.60	32.32						14	30.88	
	15	24.36	25.20	26.07	26.92	27.85	28.77	29.77	30.76	31.60	32.16	33.05	33.95						15	32.22	
	16	24.78	25.69	26.67	27.64	28.65	29.72	30.81	31.95	32.93	33.59	34.62	35.67						16		
	17	25.22	26.23	27.27	28.37	29.48	30.67	31.91	33.16	34.28	35.08	36.25	37.49						17		
	18	25.39	26.49	27.68	28.90	30.17	31.49	32.89	34.32	35.61	36.59	37.96	39.40						18		
	19	25.81	26.58	27.39	28.22	29.07	29.95	30.86	31.79	32.74	33.42	34.41	35.47	36.54	37.46	38.39	39.38	40.38	41.39	19	
	20	26.22	27.08	27.94	28.84	29.78	30.72	31.72	32.74	33.80	34.54	35.67	36.81	38.02	39.06	40.12	41.22	42.33	43.49	20	
	21	26.66	27.54	28.50	29.47	30.49	31.53	32.61	33.74	34.89	35.73	36.96	38.22	39.55	40.70	41.90	43.13	44.39	45.70	21	
	22	27.08	28.03	29.06	30.11	31.21	32.36	33.52	34.73	36.01	36.94	38.28	39.69	41.13	42.41	43.74	45.11	46.53	47.98	22	
	23	27.46	28.51	29.59	30.75	31.94	33.15	34.43	35.74	37.12	38.17	39.63	41.17	42.74	44.18	45.66	47.18	48.77	50.39	23	
	24	28.33	29.45	30.61	31.82	33.08	34.37	35.73	37.14	38.60	39.74	41.29	42.94	44.61	46.17	47.77	49.41	51.09	52.88	24	
	25	28.73	29.93	31.17	32.47	33.81	35.22	36.66	38.21	39.79	41.02	42.73	44.50	46.36	48.04	49.80	51.62	53.50	55.47	25	
	26	29.37	30.63	31.96	33.32	34.75	36.27	37.82	39.46	41.15	42.51	44.33	46.24	48.23	50.06	51.97	53.96	56.01	58.14	26	
	27	30.01	31.36	32.72	34.21	35.72	37.32	39.01	40.74	42.54	44.00	45.96	48.00	50.15	52.14	54.21	56.36	58.60	60.91	27	
	28	30.39	31.82	33.29	34.83	36.46	38.17	39.96	41.81	43.77	45.34	47.47	49.69	52.02	54.18	56.43	58.78	61.23	63.80	28	

Notes: The salary rates take into account the increases set out in the general salary increase parameters prescribed under “General Salary Increase Parameters” of paragraphs A), B) and C) of Section 1 of clause 6-9.02.  
 Ranking steps 1 to 18 are annual steps.  
 As of ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.

APPENDIX “E”

CLASS TITLE RANKING<sup>1</sup>

Sectors <sup>(1)</sup>	Class Title #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
2	4107	Buyer	10	
2	4161	Buyer, principal class (CSSDM)	11	
2	4102	Office Agent, class I	8	
2	4103	Office Agent, class II	5	
2	4101	Office Agent, principal class	11	
2	2152	Speech and Hearing Correction Officer	20	
2	2143	Development Officer	22	
2	2118	Finance Officer	20	
2	2106	Rehabilitation Officer	21	
2	2151	Functional Rehabilitation Officer	20	
2	2149	Social Services Officer	22	
2	5334	Trades Helper	3	X
2	5306	General Kitchen Assistant	3	X
2	5309	Heavy Vehicle Driver Assistant	4	X
2	2120	Analyst	21	
2	2107	Student Life Animator	20	
2	2141	Spiritual Care and Guidance, and Community Involvement Animator	20	
2	4218	Laboratory Attendant	6	
2	2148	Architect	22	
2	2121	Administration Officer	20	
2	4114	Office Assistant	3	X
2	2144	Lawyer	22	
2	2102	Librarian	22	
2	5307	Laundryman	2	X
2	5303	Night Caretaker, class I	6	X
2	5304	Night Caretaker, class II	5	X

<sup>1</sup> For school boards, the term “class titles” refers to “employment groups”.

**Professionals**

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
2	5301	Caretaker, class I	6	X
2	5302	Caretaker, class II	5	X
2	5310	Light Vehicle Driver	4	X
2	5308	Heavy Vehicle Driver	6	X
2	2147	Preschool Education Consultant	21	
2	2109	Guidance Counsellor	22	
2	2155	Nutrition Consultant	19	
2	2119	Communication Consultant	20	
2	2142	Spiritual, Religious and Moral Education Consultant	22	
2	2153	Counsellor in Academic Training	21	
2	2114	Academic and Vocational Information Counsellor	20	
2	2103	Measurement and Evaluation Counsellor	21	
2	2154	Counsellor in Reeducation	22	
2	2104	Education Consultant	22	
2	5311	Cook, class I	11	X
2	5312	Cook, class II	10	X
2	5313	Cook, class III	7	X
2	5336	Mover - CSSDM	3	X
2	2115	Dietician/Nutritionist	20	
2	5102	Cabinet Maker	10	X
2	4284	Day Care Service Educator	9	
2	4288	Day Care Service Educator, principal class	11	
2	5104	Electrician	10	X
2	5103	Electrician, principal class	12	X
2	0310	Teacher	22	
2	2116	Occupational Therapist	23	
2	5316	Guard	2	X
2	4206	Nurse	19 <sup>(3)</sup>	
2	4217	Nursing Assistant (or those Possessing a Diploma in Health, Assistance and Nursing Care)	9	
2	2122	Engineer	22	



**Professionals**

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
2	4282	School Transportation Inspector	9	
2	5321	Gardener	7	X
2	4109	Storekeeper, class I	7	
2	4110	Storekeeper, class II	4	
2	4108	Storekeeper, principal class	10	
2	5114	Master Pipe Mechanic	10	X
2	5107	Stationary Engineer, class I	11	X
2	5108	Stationary Engineer, class II	10	X
2	5109	Stationary Engineer, class III	9	X
2	5110	Stationary Engineer, class IV	9	X
2	5106	Mechanics, class I	11	X
2	5137	Mechanics, class II	9	X
2	5116	Carpenter	9	X
2	2145	Notary	22	
2	4221	Printing Operator	6	
2	4229	Printing Operator, principal class	9	
2	4202	Data Processing Operator, class I	8	
2	4201	Data Processing Operator, principal class	10	
2	4118	Reprography Operator	6	
2	4117	Reprography Operator, principal class	9	
2	2123	Remedial Teacher	22	
2	2112	Speech Therapist or Audiologist	23	
2	5117	Certified Maintenance Workman	9	X
2	5317	Maintenance Workman, class I (Window Installer, Tile Setter, Sander or Metal Locker Repairman)	5	X
2	5318	Maintenance Workman, class II	2	X
2	5319	Maintenance Workman, class II (Domestic Help)	2	X
2	5118	Painter	6	X
2	4286	Attendant for Handicapped Students	6	
2	2150	Psychoeducator	22	
2	2113	Psychologist	24	

Sectors <sup>(1)</sup>	Class Title #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
2	4283	Binder	5	X
2	4113	Secretary	7	
2	4111	Executive Secretary	9	
2	4163	Executive Secretary, adm. and regional centres (CSSDM)	9	
2	4116	School or Centre Secretary	10	
2	5120	Locksmith	8	X
2	5121	Welder	10	X
2	5125	Specialized Shop Mechanic	11	X
2	2105	Specialist in Teaching Methods and Techniques	21	
2	4223	Student Supervisor	7	
2	4226	Swimming Pool Supervisor	6	
2	4208	Social Work Technician	16	
2	4209	Laboratory Technician	14	
2	4211	Administration Technician	14	
2	4279	Graphic Arts Technician	12	
2	4212	Audiovisual Technician	12	
2	4213	Building Technician	15	
2	4205	Documentation Technician	13	
2	4228	Braille Technician	12	
2	4207	Special Education Technician	16	
2	4277	Electronics Technician	14	
2	4281	Vocational Training Technician	13	
2	4276	Food Management Technician	13	
2	4204	Data Processing Technician	14	
2	4278	Data Processing Technician, principal class	16	
2	4214	Recreational Activities Technician	13	
2	4215	School Organization Technician	13	
2	4216	Psychometric Technician	13	
2	4285	Day Care Service Technician	14	
2	4280	School Transportation Technician	12	

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<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
2	4230	Interpreter-Technician	15	
2	4225	Binder-Technician (CSSDM)	6	
2	2140	Translator	19	
2	2146	Certified Translator	19	
2	2111	Social Worker	22	
2	5115	Pipe Fitter	10	X
2	5126	Glazier-Installer-Mechanic	8	X
3	5324	Buyer	9	
3	5313	Executive Assistant	11	
3	5320	University Teaching Assistant	11	
3	5312	Administrative Officer, class 1 – Administrative Sector	9	
3	5311	Administrative Officer, class 1 – Clerical Sector	9	
3	5315	Administrative Officer, class 2 - Administrative Sector	8	
3	5314	Administrative Officer, class 2 - Clerical Sector	8	
3	5317	Administrative Officer, class 3 - Administrative Sector	6	
3	5316	Administrative Officer, class 3 - Clerical Sector	6	
3	5319	Administrative Officer, class 4 - Administrative Sector	4	
3	5318	Administrative Officer, class 4 - Clerical Sector	4	
3	1104	Procurement Officer	20	
3	1533	Training Officer	21	
3	1534	Hearing Deficiencies Training Officer	22	
3	1101	Personnel Officer	21	
3	1105	Finance Officer	20	
3	1559	Behavioral Officer	22	
3	1565	Planning, Programming and Research Officer	22	
3	1553	Human Relations Officer	22	
3	1244	Information Officer	20	
3	2688-1	Integration Officer	16	
3	2688-2	Integration Officer	16	
3	3545	Intervention Officer	8	

**Professionals**

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	3555	Intervention Officer (Team Leader) <sup>(4)</sup>	9	
3	3544	Medico-legal Intervention Officer	8	
3	3554	Medico-legal Intervention Officer (Team Leader) <sup>(4)</sup>	9	
3	3543	Psychiatric Intervention Officer	8	
3	3553	Psychiatric Intervention Officer (Team Leader) <sup>(4)</sup>	9	
3	1651	Educational Techniques Officer	20	
3	3244	Service Assistant	3	X
3	6414	General Helper	3	X
3	6415	General Helper in a Northern Institution	6	X
3	2588	Social Assistant	14	
3	6299	Cook's Helper	4	X
3	6387	Assistant Stationary Engineer	4	X
3	1123	Data Processing Analyst	21	
3	1124	Specialized Data Processing Analyst	23	
3	2251	Medical Record Archivist	15	
3	2282	Medical Record Archivist (Team Leader)	17	
3	5187	Research Clerk	9	
3	2203	Pathology Assistant	15	
3	3462	Rehabilitation Assistant	9	
3	3205	Laboratory or Radiology Technical Assistant	5	
3	3201	Health Care Technical Assistant	5	
3	3218	Dental Technical Assistant	6	
3	3212	Pharmacy Technical Assistant	6	
3	3215	Senior Pharmacy Technical Assistant	9	
3	2234	Assistant Head (Laboratory)	18	
3	2242	Assistant Head of Archives	17	
3	2248	Assistant Head Respiratory Therapist	20	
3	1236	Assistant Head Physiotherapist	25	
3	2240	Assistant Head Dietetics Technician	16	
3	2236	Assistant Head Medical Electro-Physiology Technician	17	

**Professionals**

**221**

**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	2219	Assistant Head Radiology Technologist	19	
3	2489	Assistant Head Nurse, Immediate Superior Assistant	21	
3	1254	Audiologist	23	
3	1204	Audiologist-Speech Therapist	23	
3	3588	Health and Social Services Assistant	9	X
3	5289	Library Auxiliary	7	
3	1114	Lawyer	-	
3	1200	Bacteriologist	22	
3	1206	Librarian	21	
3	1202	Biochemist	22	
3	6303	Butcher	7	X
3	3485	Stretcher Bearer	4	
3	6320	Launderer	4	X
3	6312	Cafeteria Casher	3	X
3	6395	Pipe Insulator	6	X
3	2290	Transfusion Safety Clinical Officer	19	
3	2466	Quality Assurance and Emergency Medical Services Training Officer	17	
3	2247	Clinical Teacher (Inhalation Therapy)	19	
3	1234	Clinical Teacher (Physiotherapy)	24	
3	2106	Production Coordinator	10	
3	2291	Transfusion Safety Technical Office	19	
3	2699	Head of Module	18	
3	6340	Hairdresser	5	X
3	5323	Unit Supervising Clerk (Institut Pinel)	8	
3	6336	Vehicle Driver	6	X
3	6355	Heavy Vehicle Driver	6	X
3	1106	Institution Counsellor	-	
3	1701	Guidance Counsellor	21	
3	1703	Work Adaptability Counsellor	20	
3	1115	Building Consultant	24	

**Professionals**

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	1543	Maladjusted Children Counsellor	22	
3	1538	Ethics Counsellor	22	
3	1539	Genetic Counsellor	23	
3	1121	Health Promotion Counsellor	20	
3	1913	Care Counsellor Nurse	23	
3	2246	Technical Coordinator (Inhalation Therapy)	19	
3	2227	Technical Coordinator (Laboratory)	17	
3	2213	Technical Coordinator (Radiology)	18	
3	2276	Medical Electro-Physiology Technical Coordinator	16	
3	2277	Biomedical Engineering Technical Coordinator	17	
3	6374	Shoemaker	4	X
3	6327	Tailor	4	X
3	1544	Criminologist	22	
3	6301	Cook	10	X
3	2271	Cytotechnologist	16	
3	6409	Draft person	7	
3	1219	Dietician-Nutritionist	22	
3	6365	Cabinet Maker	10	X
3	2691-1	Educator	16	
3	2691-2	Educator	16	
3	1228	Physical Educator / Kinesiologist	20	
3	6354	Electrician	10	X
3	6423	Electrical Mechanic	11	
3	6370	Electronics Technician	9	X
3	1230	Occupational Therapist	23	
3	6369	Tinsmith	10	X
3	6438	Guard	4	
3	6349	Residence Guard	6	X
3	1540	Genagogist	20	
3	2261	Dental Hygienist	16	

**Professionals**

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	1702	Occupational Hygienist	20	
3	2253	Medical Illustrator	12	
3	2471	Nurse	19	
3	2473	Nurse (Institut Pinel)	19	
3	3455	Nursing Assistant	14	
3	3445	Nursing Assistant Team Leader	15	
3	2459	Nurse Team Leader	20	
3	1911	Nurse Clinician	22	
3	1907	Nurse Clinician (Institut Pinel)	22	
3	1912	Nurse Clinician Assistant Head Nurse, Nurse Clinician Assistant to the Immediate Superior	24	
3	1917	Clinical Nurse Specialist	24	
3	2491	Outpost/Northern Clinic Nurse	22	
3	2462	Nurse Educator	19	
3	1915	Specialty Nurse Practitioner	28	
3	1916	Nurse Surgical First Assistant	24	
3	1205	Biomedical Engineer	23	
3	2244	Respiratory Therapist	18	
3	2232	Clinical Instructor (Laboratory)	17	
3	2214	Clinical Instructor (Radiology)	18	
3	3585	Industrial Workshops Instructor	8	X
3	3598	Handicrafts or Occupational Therapy Instructor	8	
3	1552	Pastoral Facilitator	20	
3	6500	Pacification and Safety Intervention Specialist (Institut Pinel)	10	
3	1660	Child Care Worker	20	
3	6363	Labourer	4	X
3	6353	Machinist (Millwright)	11	X
3	5141	Storekeeper	7	
3	6356	Master Electrician	12	X
3	6366	Refrigeration Machinery Master Mechanic	11	X
3	6357	Master Plumber	10	X

**Professionals**

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	6380	Garage Mechanic	9	X
3	6383-2	Stationary Engineer	10	X
3	6383-3	Stationary Engineer	9	X
3	6383-4	Stationary Engineer	9	X
3	6352	Refrigeration Machinery Mechanic	11	X
3	6360	Maintenance Mechanic (Millwright)	10	X
3	3262	Orthosis and/or Prosthesis Mechanic	10	
3	6364	Carpenter	9	X
3	3687	Education Instructor	8	
3	3699	Recreation instructor	7	
3	6407	Cleaner	4	X
3	5119	Offset Duplicator Operator	6	
3	5108	Data Processing Operator, class I	8	
3	5111	Data Processing Operator, class II	5	
3	5130	Braille Production System Operator	5	
3	2363	Dispensing Optician	14	
3	1551	Community Organizer	22	
3	1656	Ortho-pedagogist	22	
3	1255	Speech Therapist	23	
3	2259	Orthoptist	17	
3	6373	Maintenance Worker	6	X
3	6388	General Caretaker	9	X
3	6302	Baker/Pastry Cook	7	X
3	6362	Painter	6	X
3	2287	Clinical Perfusionist	23	
3	2254	Medical Photographer	12	
3	1233	Physiotherapist	23	
3	6368	Plasterer	5	X
3	6359	Plumber or Pipe Mechanic	10	X
3	6344	Porter	3	X



**Professionals**

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	6341	Door Attendant	1	X
3	3459	Beneficiary Attendant ("A" Certification) <sup>(4)</sup>	-	
3	6398	Laundry Attendant	3	X
3	3259	Message Centre Attendant	3	
3	6262	Painting and Maintenance Attendant	6	X
3	3251	Reception Attendant	5	
3	3245	Audiovisual Attendant	3	
3	6335	Housekeeping Attendant (Light Duty)	3	X
3	6334	Housekeeping Attendant (Heavy Duty)	3	X
3	3685	Unit and/or Pavillon Attendant	6	X
3	3467	Therapeutic Equipment Attendant	7	
3	6386	Food Service Attendant	3	X
3	3204	Transport Attendant	3	
3	6418	Physically Handicapped Beneficiaries Transport Attendant	5	X
3	6347	Elevator Attendant	2	X
3	3203	Autopsy Attendant	6	
3	3480	Beneficiary Attendant	9	X
3	3477	Beneficiary Attendant – Team Leader <sup>(4)</sup>	10	X
3	5117	Storeroom Attendant	4	
3	3241	Animal Attendant	4	
3	3505	Attendant in a Northern Institution	9	X
3	3208	Ophthalmology Attendant	6	
3	3247	Orthopedic Attendant	7	
3	3223	Physiotherapy and/or Occupation Therapy Attendant	7	
3	3481	Sterilization Attendant	6	
3	3449	Operating Room Attendant	6	
3	3229	Senior Orthopedic Attendant	8	
3	6325	Presser	3	X
3	1652	Psycho-educator	22	
3	1546	Psychologist	24	

**Professionals**

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	2273	Psycho-technician	13	
3	3461	Child Nurse / Baby Nurse	12	
3	1658	Recreologist	20	
3	6382	Upholsterer	7	X
3	2694-1	Living Unit or Rehabilitation Supervisor	18	
3	1570	Reviser	23	
3	5321	Legal Secretary	8	
3	5322	Medical Secretary	8	
3	6367	Locksmith	8	X
3	1572	Sexologist	22	
3	1573	Clinical Sexologist	23	
3	1554	Sociologist	19	
3	2697	Sociotherapist (Institut Pinel)	17	
3	6361	Welder	10	X
3	1291	Clinical Specialist in Laboratory Medicine	28	
3	1407	Clinical Activities Specialist	22	
3	1661	Audiovisual Specialist	21	
3	1521	Care Evaluation Specialist	22	
3	1557	Orientation and Mobility Specialist	21	
3	1109	Administrative Process Specialist	-	
3	1560	Specialist in Rehabilitation for the Visually Impaired	21	
3	1207	Biological and Health Physics Science Specialist	23	
3	6422	Establishment Guard	8	
3	3679	Lifeguard	6	X
3	2102	Contributions Technician	14	
3	3224	Class "B" Technician	9	
3	2360	Braille Technician	12	
3	2224	Graduate Medical Laboratory Technician	16	
3	2262	Dental Technician	14	
3	2696	Recreation Technician	13	

Sectors <sup>(1)</sup>	Class Title #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
3	2101	Administrative Technician	14	
3	6317-1	Food Technician	9	
3	6317-2	Food Technician	9	
3	2333	Graphic Arts Technician	12	
3	2258	Audiovisual Technician	12	
3	2374	Building Service Technician	15	
3	2275	Communication Technician	12	
3	2284	Clinical Cytogenetic Technician	16	
3	2257	Dietetics Technician	14	
3	2356	Documentation Technician	13	
3	2686	Specialized Education Technician	16	
3	2370	Industrial, Electricity Technician	13	
3	2381	Electrodynamics Technician	13	
3	2241	Electro-encephalography (EEG) Technician	14	
3	2371	Electro-mechanic Technician	13	
3	2369	Electronics Technician	14	
3	2377	Mechanical Fabrication Technician	12	
3	2367	Biomedical Engineering Technician	15	
3	2285	Gerontology Technician	13	
3	2280	Horticulture Technician	13	
3	2702	Industrial Hygiene Technician	16	
3	2123	Computer Technician	14	
3	2379	Instrumentation and Control Technician	14	
3	2362	Orthosis-prosthesis Technician	15	
3	2270	Cardio-respiratory Physiology Technician	14	
3	2368	Prevention Technician	13	
3	2584	Psychosocial Research Technician	13	
3	2586	Social Work Technician	16	
3	2112	Legal Technician <sup>(4)</sup>	14	
3	2124	Specialized Computer Technician	16	

Sectors <sup>(1)</sup>	Class Title #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
3	2278	Hemodynamic Technologist	16	
3	2223	Medical Technologist	16	
3	2286	Medical Electrophysiology Technologist	15	
3	2208	Nuclear Medicine Technologist	16	
3	2205	Radio-diagnostic Technologist	16	
3	2222	Radiology Technologist (Information and Digital Imaging System)	17	
3	2207	Radiotherapy Technologist	16	
3	2217	Ultrasound Technologist – Independent Practice	18	
3	2212	Specialized Radiology Technologist	17	
3	2218	Radiation Oncology Technologist	17	
3	2295	Physical Rehabilitation Technologist	16	
3	1258	Art Therapist	22	
3	1241	Translator	19	
3	2375	Community Worker	16	
3	3465	Neighbourhood of Sector Worker	9	
3	1550	Social Worker	22	
4	C746	Attendant for Disabled Students	6	
4	C910	Prevention and Security Officer	10	
4	C202	Finance Officer	20	
4	C233	Social Services Officer	22	
4	C505	Administrative Support Agent, class I	8	
4	C506	Administrative Support Agent, class II	5	
4	C503	Administrative Support Agent, principal class	11	
4	C911	Trades Helper	3	X
4	C902	Domestic Helper	2	X
4	C903	General Kitchen Assistant	3	X
4	C204	Academic Advisor	21	
4	C205	Analyst	21	
4	C210	Information Technology (IT) Analyst <sup>(4)</sup>	23	
4	C431	Socio-cultural or Sports Activities Counsellor	10	

Sectors <sup>(1)</sup>	Class Title #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
4	C433	Francization Animator <sup>(4)</sup>	14	
4	C701	Laboratory Attendant	6	
4	C208	Administration Officer	20	
4	C262	Librarian	21	
4	C905	Residence Caretaker	6	X
4	C925	Light Vehicule Driver	4	X
4	C926	Heavy Vehicule Driver	6	X
4	C263	Student Life Counsellor	20	
4	C220	Guidance Counsellor	22	
4	C223	Re-education Counsellor	22	
4	C203	Communication Counsellor	20	
4	C221	Academic Training Counsellor	21	
4	C214	Academic and Vocational Information Counsellor	20	
4	C216	Adapted Services Counsellor	22	
4	C219	Pedagogical Counsellor	23	
4	C915	Cook, class I	11	X
4	C916	Cook, class II	10	X
4	C917	Cook, class III	7	X
4	C716	Cabinet Maker	10	X
4	C702	Electrician	10	X
4	C704	Electrician, principal class	12	X
4	C305	College Professors	23	
4	C417	Dental Hygienist	14	
4	C421	Interpreter	15	
4	C907	Gardener	7	X
4	C620	Storekeeper, class I	7	
4	C621	Storekeeper, class II	4	
4	C934	Labourer	2	X
4	C719	Equipment Maintenance Mechanic	10	X
4	C728	Stationary Engineer, class III	10	X

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**FPPE (P2)**

<b>Sectors <sup>(1)</sup></b>	<b>Class Title #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
4	C726	Stationary Engineer, class I	10	X
4	C729	Stationary Engineer, class IV	9	X
4	C732	Stationary Engineer, class VII	9	X
4	C735	Stationary Engineer, class X	9	X
4	C737	Stationary Engineer, class XII	9	X
4	C738	Stationary Engineer, class XIII	9	X
4	C741	Stationary Engineer, class XVI	9	X
4	C742	Stationary Engineer, class XVII	9	X
4	C707	Carpenter	9	X
4	C432	Socio-cultural or Sports Activities Counsellor	6	X
4	C430	Day Camp Counsellor	6	X
4	C703	Offset Duplicator Operator	6	
4	C700	Offset Duplicator Operator, principal class	9	
4	C755	Data Processing Operator	8	
4	C708	Certified Maintenance Technician	9	X
4	C709	Painter	6	X
4	C908	Security Attendant	5	
4	C222	Psychologist	24	
4	C606	Administrative Secretary	9	
4	C209	Specialist in Teaching Methods and Techniques	21	
4	C753	Swimming Pool Supervisor	6	
4	C419	Test Bed Technician	16	
4	C840	Certified Aeronautics Maintenance Technician	17	
4	C830	Aeronautics Maintenance Technician	13	
4	C405	Administration Technician	14	
4	C409	Graphic Arts Technician	12	
4	C406	Audiovisual Technician	12	
4	C413	Building Services Technician	15	
4	C401	Information Technician	13	
4	C424	Special Education Technician	16	

Sectors <sup>(1)</sup>	Class Title #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
4	C411	Electronics Technician	14	
4	C416	Mechanical Production Technician	14	
4	C414	Information Technician	12	
4	C403	Data Processing Technician	14	
4	C402	Data Processing Technician, principal class	16	
4	C407	Recreational Activities Technician	13	
4	C418	Social Work Technician	16	
4	C404	Laboratory Technician	14	
4	C231	Social Worker	22	
4	C706	Pipe Fitter	10	X

Notes:

(1) Sector 2 – School service centres and school boards; Sector 3 – Health and Social Services; Sector 4 – Colleges.

(2) The class title rankings listed in this appendix are those observed on the date of the signing of the agreement.

(3) As of December 9, 2021, ranking 19 shall be granted to the class title of Nurse (2-4206). Before that date, the ranking of 18 applied.

(4) Refer to the agreement for the date on which the class titles were created or abolished, as the case may be.

**LETTER OF AGREEMENT N° 1      CREATION OF A WORKING COMMITTEE ON THE  
GOVERNMENT AND PUBLIC EMPLOYEES  
RETIREMENT PLAN (RREGOP)**

Within 30 days of the date of the coming into force of the collective agreement<sup>1</sup>, the parties agree to set up a working committee, under the responsibility of the Secrétariat du Conseil du trésor, to explore the possibility of making certain changes to the Government and Public Employees Retirement Plan (RREGOP).

The working committee's mandate is to:

1. Study the following elements:

**a) Parameters and evolution of pension plans**

The parties agree to discuss certain RREGOP parameters, while taking into consideration various elements, such as retention of experienced staff on a voluntary basis. Discussion topics include among others: progressive retirement, early benefit, maximum age to contribute to a pension plan, postponed pension and hypothetical interest rate of the actuarial reduction compensation.

The parties agree to discuss equity among participants and interaction of RREGOP with the Québec Pension Plan (QPP).

The parties agree to discuss the coexistence of RREGOP and the Pension Plan of Management Personnel (PPMP).

**b) Financing**

The parties agree to discuss the financing terms and conditions of the benefits payable by RREGOP participants in line with certain risk factors, including growing maturity of plan and uncertainty surrounding financial market returns. These discussions include, among others, the following topics:

- Differentiated investment policy-based approach;
- Operation of stabilization fund;
- Use of margins for adverse deviations.

2. Report on findings, jointly or separately, to the negotiating parties no later than six months prior to the expiry of the collective agreement<sup>1</sup>.

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<sup>1</sup> For school boards, the term "collective agreement" refers to "agreement".



3. The working committee shall be composed of six representatives of the employer group and two representatives from each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) and Québec Federation of Labour (QFL).

**LETTER OF AGREEMENT N° 2      CREATION OF A WORKING COMMITTEE ON PARENTAL RIGHTS**

Within 30 days of the date of the coming into force of the collective agreement<sup>1</sup>, the parties agree to set up a working committee, under the responsibility of the Secrétariat du Conseil du trésor, dealing with parental rights.

The working committee's mandate is to:

1. Study the following components of the parental rights plan and make recommendations:

- a) **Calculation formula for allowance paid by the employer**

In keeping with the objective to ensure payment of an income replacement benefit during a maternity leave equal to what the employee<sup>2</sup> would have received had she been at work, it is proposed that potential adaptations be made to the current formula for calculating the allowance paid by the employer. This formula, based on the employee's<sup>2</sup> basic weekly salary, must take into account benefits paid by the Québec Parental Insurance Plan (QPIP) and waivers of contributions to state pensions and the pension plan.

The basic weekly salary used to calculate the allowance paid by the employer must also be discussed, particularly regarding part-time employees<sup>2</sup>.

- b) **Parental leaves**

The benefits offered during the period prior to a maternity leave and the maternity leave notice must be reviewed.

Within 90 days of the signing of the collective agreement<sup>1</sup>, the parties are committed to relaxing the legal adoption requirement in certain situations, particularly for adoption through the mixed bank program, to take a leave for adoption when the child arrives in the family.

- c) **Identification of union's priority issues**

2. Study issues related to the terms and conditions for applying the provisions dealing with parental rights prescribed in the collective agreement<sup>1</sup>.

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<sup>1</sup> For school boards, the term "collective agreement" refers to "agreement".

<sup>2</sup> For school boards, the term "employee" refers to "professional".

3. Analyze the provisions dealing with the parental rights prescribed in the collective agreement<sup>1</sup> to ensure compliance with current legislative framework and inclusion requirements.
4. Determine, where applicable, technical and cross-referencing parameters and terms and conditions required to implement these changes.
5. Report on findings, jointly or separately, to the negotiating parties no later than six months prior to the expiry of the collective agreement<sup>1</sup>.

The working committee shall be composed of four representatives of the employer group and two representatives from each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) and Québec Federation of Labour (QFL).

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<sup>1</sup> For school boards, the term “collective agreement” refers to “agreement”.

**LETTER OF AGREEMENT N° 3      SALARY INCREASE PAID TO EDUCATION  
CONSULTANTS OF SCHOOL BOARDS AND SCHOOL  
SERVICE CENTRES (2104)**

As of April 1, 2020, the education consultant of school service centres and school boards who is at step 18 of his or her salary scale shall receive a salary increase equal to the gap between the maximum rate of his or her salary scale and the maximum rate of the salary scale of teachers in school service centres and school boards.

The salary increase shall be paid throughout the year at each pay period in proportion to the number of hours worked in a position of education consultant compared to the number of hours of a full-time position.

The salary increase is subject to a contribution rate and is pensionable.

**LETTER OF AGREEMENT N° 4      CREATION OF A COMMITTEE ON MANAGEMENT OF  
ARBITRATION**

The provincial negotiating parties agree to set up, within 60 days of the date of the coming into force of the agreement, a working committee composed of two representatives of the CPNCA and two representatives of the FPPE-CSQ. The costs of the release of the FPPE-CSQ representatives shall be assumed by the union.

The committee's mandate is to analyze whether it would be opportune to exclude updating the list of arbitrators from the provincial negotiation process and, where applicable, reviewing procedure for the recruitment, appointment and withdrawal of arbitrators.

The parties must submit a progress report, jointly or separately, as well as their recommendations, no later than March 30, 2023, unless the provincial negotiating parties agree otherwise.

**LETTER OF AGREEMENT N° 5 EMPLOYEES' GLOBAL HEALTH FORUM<sup>1</sup>**

Within 30 days of the date of the coming into force of the collective agreement<sup>2</sup>, the provincial parties shall organize a forum under the responsibility of the Management Negotiating Committee dealing with employees' global health.

The objective of the forum is to:

1. Recommend local, regional or provincial projects to the negotiating parties to:
  - improve the well-being of employees in their work environment;
  - reduce the number and duration of disability-related absences;
  - encourage professionals to return and remain at work following a disability, while considering their condition.
2. Implement measures designed to better protect employees against acts of violence committed by family members or other individuals.
3. Assess training offers and set up relevant training projects, at the local, regional or provincial level, aimed at improving health, safety and well-being at work.
4. Produce a preliminary report for the negotiating parties no later than May 31, 2022 and a final report no later than three months after the collective agreement<sup>2</sup> has expired.

The provincial parties may agree to deal with any other subject pertaining to the global health of employees<sup>1</sup>.

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<sup>1</sup> For school boards, the term "employee" refers to "professional".

<sup>2</sup> For school boards, the term "collective agreement" refers to "agreement".

As of April 1, 2021 and up to March 30, 2023, a global non-recurring budget of \$2 839M for the Centrale des syndicats du Québec per fiscal year is available for the purposes of implementing projects. The annual amount<sup>1</sup> shall be distributed as follows:

	<b>FSQ</b>	<b>FSE</b>	<b>FPSS</b>		<b>FPSES</b>	<b>FPPC</b>	<b>FEC</b>
	CPNSSF	CPNCF	CPNCF	CPNCA	CPNC		
2021-2022	0.341	1.432	0.353	0.011	0.068	0.046	0.100
2022-2023	0.341	1.432	0.353	0.011	0.068	0.046	0.100

	<b>FPPE</b>				<b>FSE/FPSS</b>		<b>QPAT</b>
	CPNCF	CPNCA <sup>2</sup>	CPNCSC	CPNCSK	CPNCSC	CPNCSK	CPNCA
2021-2022	0.174	0.017	0.002	0.003	0.015/0.011	0.014/0.008	0.244
2022-2023	0.174	0.017	0.002	0.003	0.015/0.011	0.014/0.008	0.244

If the full annual amount has not been used in 2021-2022, the amounts not used shall be transferred to the following year, but not beyond March 30, 2023.

The projects begin no later than three months after being approved by the employer group.

The forum is composed of three representatives of the employer group and three representatives of the union.

<sup>1</sup> The amounts indicated shall be reduced by any amounts used under the sectoral agreements.

<sup>2</sup> The parties agreed that the amounts have been used for the purposes of granting additional remuneration for the master's degree as prescribed in clause 6-9.05.

**LETTER OF AGREEMENT N° 6      EMPLOYEES OF SCHOOL BOARDS AND SCHOOL  
SERVICE CENTRES WITH THE CLASS TITLE<sup>1</sup> OF  
PSYCHOLOGIST**

**SECTION 1    FIELD OF APPLICATION**

This letter of agreement applies to the professional whose class title is psychologist (2113).

**SECTION 2    RETENTION PREMIUMS FOR THE CLASS TITLE OF PSYCHOLOGIST**

As of the date on which the collective agreement<sup>2</sup> comes into force, the professional concerned shall receive a retention premium based on the number of paid work hours determined as follows:

Level 1:

- 4.1% on the basic hourly rate for 56 or more paid work hours, but less than 70 hours per pay period

Level 2:

- 9.6% on the basic hourly rate for 70 paid work hours per pay period

The two retention premium levels are not cumulative.

As of July 1, 2022 and only for psychologists who have spent a year at step 18 of their salary scale, the levels shall be adjusted in the following manner:

Level 1:

- 1.85% on the basic hourly rate for 56 or more paid work hours, but less than 70 hours per pay period;

Level 2:

- 7.25% on the basic hourly rate for 70 paid work hours per pay period.

The two retention premium levels are not cumulative.

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<sup>1</sup> For school boards, the term “class title” refers to “employee group”.

<sup>2</sup> For school boards, the term “collective agreement” refers to “agreement”.



Subject to Section 3 of this letter of agreement, work paid is equal to the regular hours actually worked and the hours of absence for which salary is maintained under the agreement:

- vacation;
- paid legal holidays:
  - sick-leave days;
  - special leaves except for a leave for a change of domicile. The hours of absence for a change of domicile shall be considered as hours on the basis of which eligibility for the retention premium is determined. However, the retention premium shall not be paid for those hours of absence;
  - union leaves under articles 3-3.00 and 3-4.00;
  - professional development authorized by the board that coincides with the professional's work schedule;
  - absences for which salary is maintained under the agreement (clause 7-1.58).

Retention premiums are not pensionable.

Retention premiums end on September 30, 2023.

#### **Premium adjustment method and formula<sup>1</sup>**

The percentage of the two retention premium levels shall be reduced by any salary adjustment<sup>2</sup> excluding the general salary increase parameters prescribed in the collective agreement<sup>3</sup>.

The premium reduction is applied according to the following method and formula:

The percentage allotted to each level shall be determined using the basic hourly rate of the maximum salary scale step. Both reference percentages of the retention premium are, for the first adjustment, those in effect on the date on which the collective agreement is signed<sup>3</sup>.

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<sup>1</sup> The Secrétariat du Conseil du trésor shall calculate the retention premiums.

<sup>2</sup> Including salary adjustments linked to the evaluation of the maintenance of pay equity or salary relativities granted after April 1, 2015.

<sup>3</sup> For school boards, the term "collective agreement" refers to "agreement".

**Mathematically:**

$$Retention\ Premium\ \%_{Level_i,t+1} = \left[ \left( \frac{Basic\ hourly\ rate\ of\ maximum\ step_t \times (1 + Retention\ Premium\ \%_{Level_i,t} / 100)}{Basic\ hourly\ rate\ of\ maximum\ step_{t+1}} \right) - 1 \right] \times 100$$

Where,

*i* = Number of retention premium level:

where *i* = 1 for level 1 and *i* = 2 for level 2;

*t* = Date prior to increase of basic hourly rate of maximum step;

*t + 1* = Date on which the basic hourly rate of the maximum step is increased.

The result for the numerator must be rounded to the nearest cent<sup>1</sup>.

The percentage obtained for each retention premium level is rounded to one decimal place<sup>2</sup>.

If during the term of the collective agreement<sup>3</sup>, retention premiums are decreased based on the premium adjustment method and formula, the Management Negotiating Committee for English-language School Boards (CPNCA) shall so inform the union.

**SECTION 3 PROVISIONS APPLICABLE TO A PROFESSIONAL ENGAGED FOR A PERIOD OF LESS THAN SIX MONTHS AS A SUBSTITUTE OR SUPERNUMERARY PROFESSIONAL**

This letter of agreement applies to a professional engaged for a period of less than six months as a substitute or supernumerary professional by making the following necessary changes:

- The fringe benefits applicable to the professional engaged for a period of less than six months as a substitute or supernumerary professional paid on each pay also applies on the retention premium.
- The hours of absence corresponding to vacation, paid legal holidays, sick-leave days and special leaves coinciding with a professional's scheduled workday shall be considered as hours on the basis of which eligibility for the retention premium is determined. However, the retention premium does not apply during those absences.

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<sup>1</sup> When rounded to the nearest cent, the following applies: where the decimal point is followed by three or more digits, the third and subsequent digits shall be dropped if the third digit is less than five. Where the third digit is equal to or greater than five, the second digit shall be increased by one and the third and subsequent digits shall be dropped.

<sup>2</sup> Thus, if the decimal point is followed by two or more digits, the second and subsequent digits shall be dropped if the second digit is less than five. Where the second digit is equal to or greater than five, the first digit shall be increased by one and the second and subsequent digits shall be dropped.

<sup>3</sup> For school boards, the term “collective agreement” refers to “agreement”.