

**AGREEMENT ENTERED**

**BETWEEN**

**THE MANAGEMENT NEGOTIATING COMMITTEE FOR  
THE CREE SCHOOL BOARD (CPNCSC)**

**AND**

**THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ) ON BEHALF OF THE  
ASSOCIATION DES EMPLOYÉS DU NORD QUÉBÉCOIS (AENQ)**

***in accordance with the Act respecting the process of  
negotiation of the collective agreements in the public and  
parapublic sectors (R.S.Q., c. R-8.2)***

**2010-2015**

Produced by the Management Negotiating Committee  
for the Cree School Board (CPNCSC)

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TABLE OF CONTENTS

CHAPTERS	TITLES
1-0.00	DEFINITIONS
1-1.00	Definitions ..... 1
2-0.00	FIELD OF APPLICATION AND RECOGNITION
2-1.00	Field of Application..... 6
2-2.00	Recognition ..... 7
3-0.00	UNION PREROGATIVES
3-1.00	Communication and Posting of Union Notices ..... 8
3-2.00	Use of Board Premises for Union Purposes ..... 8
3-3.00	Documentation ..... 9
3-4.00	Union Security ..... 10
3-5.00	Union Delegate ..... 10
3-6.00	Leaves for Union Activities ..... 11
3-7.00	Deduction of Union Dues or Their Equivalent ..... 14
4-0.00	METHODS, SUBJECTS AND MEANS OF PARTICIPATION OF THE TEACHERS
4-1.00	General Provisions..... 17
4-2.00	School Council ..... 17
4-3.00	Board Committee ..... 19
5-0.00	CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS
5-1.00	Engagement..... 22
5-2.00	Seniority ..... 26
5-3.00	Movement of Personnel and Security of Employment ..... 28
5-4.00	Assignment, Reassignment and Transfer Criteria and Procedures ..... 39
5-5.00	Promotion ..... 41
5-6.00	Disciplinary Measures Other than Dismissal, Nonreengagement and Personal File ..... 42
5-7.00	Dismissal ..... 43
5-8.00	Nonreengagement ..... 45

## II

5-9.00	Resignation and Breach of Contract .....	46
5-10.00	Insurance Plans .....	48
5-11.00	Regulations Regarding Absences .....	64
5-12.00	Civil Responsibility .....	65
5-13.00	Parental Rights .....	65
5-14.00	Special Leaves.....	80
5-15.00	Nature, duration and terms and conditions of leaves of absence without salary as well as the inherent rights and obligations excluding leaves of absence prescribed under union prerogatives and parental leaves.....	83
5-16.00	Leaves of Absence for Matters Related to Education .....	85
5-17.00	Leave with Deferred Salary .....	85
5-18.00	Leaves for Public Office .....	86
5-19.00	Leaves for Loan of Service .....	86
5-20.00	Progressive Retirement Plan .....	87
<b>6-0.00</b>	<b>REMUNERATION OF TEACHERS</b>	
6-1.00	Evaluation of Schooling .....	90
6-2.00	Classification .....	94
6-3.00	Reclassification .....	96
6-4.00	Recognition of Years of Experience .....	97
6-5.00	Salary and Salary Scales.....	99
6-7.00	Part-time Teacher, Replacement Teacher, Teacher-by-the-lesson and Casual Supply Teacher .....	103
6-8.00	Miscellaneous Provisions Concerning the Payment of Salary .....	106
6-9.00	Terms and Conditions for Payment of Salary .....	107
<b>7-0.00</b>	<b>PROFESSIONAL IMPROVEMENT SYSTEM</b>	
7-1.00	Organization of the Professional Improvement System.....	108
7-2.00	Remote Regions (Protocol) .....	108
<b>8-0.00</b>	<b>THE TEACHER'S WORKLOAD AND ITS ORGANIZATION</b>	
8-1.00	General Principles.....	109
8-2.00	General Duties .....	109
8-3.00	Work Year .....	110
8-4.00	Regular Workweek.....	110

### III

8-5.00	Workload .....	112
8-6.00	Special Conditions .....	114
8-7.00	Department Head.....	115
8-8.00	Distribution of the Teachers in the Schools.....	116
8-9.00	Distribution of Duties and Responsibilities Among the Teachers of a School .....	117
8-10.00	New Programs (Protocol) .....	117
8-11.00	Provisions Concerning Students with Handicaps and Students with Social Maladjustments or Learning Disabilities .....	118
<b>9-0.00</b>	<b>SETTLEMENT OF GRIEVANCES AND ARBITRATION</b>	
9-1.00	Procedure for Settling Grievances .....	120
9-2.00	Arbitration .....	121
<b>10-0.00</b>	<b>GENERAL PROVISIONS</b>	
10-1.00	Nullity of a Stipulation .....	127
10-2.00	Interpretation of Texts .....	127
10-3.00	Coming into Force of the Agreement .....	127
10-4.00	Reprisals, Discrimination and Equal Opportunity.....	128
10-5.00	Interdiction.....	129
10-6.00	Printing (Protocol) .....	129
10-7.00	Amendments to the Agreement.....	129
10-8.00	Technological Changes .....	129
10-9.00	Psychological Harassment .....	130
10-10.00	Health and Safety .....	130
10-11.00	1989-1995 Agreement, 2000-2003 Agreement and 2005-2010 Agreement.....	132
10-12.00	Expression "Within 'x' Days or Months" .....	132
10-13.00	Retroactivity .....	132
<b>11-0.00</b>	<b>ADULT EDUCATION</b>	
11-1.00	Definitions and Preliminary Provisions .....	135
11-2.00	Hourly Paid Teachers .....	135
11-3.00	Adult Education Teachers Under Contract.....	136
11-4.00	Field of Application and Recognition .....	137
11-5.00	Union Prerogatives .....	137

## IV

11-6.00	Methods, Subjects and Means of Participation of Teachers.....	137
11-7.00	Conditions of Employment and Fringe Benefits .....	137
11-8.00	Remuneration of Teachers .....	138
11-9.00	General Duties and Annual Workload .....	139
11-10.00	Settlement of Grievances and Arbitration .....	139
11-11.00	General Provisions.....	139
11-12.00	Regional Disparities .....	139
11-13.00	Recall List.....	140
11-14.00	Conditions of Employment and Fringe Benefits Applicable to Regular Teachers Only .....	141
<b>12-0.00</b>	<b>REGIONAL DISPARITIES</b>	
12-1.00	Definitions .....	143
12-2.00	Premiums .....	144
12-3.00	Other Benefits .....	145
12-4.00	Outings.....	147
12-5.00	Reimbursement of Transit Expenses .....	148
12-6.00	Death.....	148
12-7.00	Lodging .....	148
12-8.00	Food Transportation .....	149
<b>13-0.00</b>	<b>VOCATIONAL EDUCATION</b>	
13-1.00	Preliminary Provisions .....	151
13-2.00	Hourly Paid Teachers .....	151
13-3.00	Recall List.....	152
13-4.00	Contractual Teachers Engaged on a Yearly Basis for Less Than 1 280 Hours.....	153
13-5.00	Field of Application and Recognition .....	153
13-6.00	Union Prerogatives .....	154
13-7.00	Methods, subjects and procedures of participation of contractual teachers other than the subjects (and their methods) negotiated and agreed upon at the provincial level.....	154
13-8.00	Conditions of Employment and Fringe Benefits .....	154
13-9.00	Remuneration .....	156
13-10.00	Teacher's Workload .....	157
13-11.00	Grievances and Arbitration .....	159

13-12.00	General Provisions.....	159
13-13.00	Regional Disparities .....	159
13-14.00	Conditions of employment and fringe benefits applicable only to contractual teachers who are offered a contract prescribed in Appendix III-h for a predetermined period of 1 280 hours .....	160

APPENDICES	TITLES	
Appendix I	Union Membership Application Form .....	164
Appendix II	Consultation of Personal File.....	165
Appendix III-a	Contract of Engagement of the Full-time Teacher .....	166
Appendix III-b	Contract of Engagement of the Part-time Teacher .....	168
Appendix III-c	Contract of Engagement of the Teacher-by-the-lesson .....	170
Appendix III-d	Contract of Engagement of the Replacement Teacher.....	172
Appendix III-e	Contract of Engagement of the Adult Education Teacher Engaged for a Predetermined Period of 240 Hours or More per Semester .....	174
Appendix III-f	Contract of Engagement of the Adult Education Teacher Under Clause 11-14.01, 11-14.02 or 11-14.03 .....	176
Appendix III-g	Contract of Engagement of the Contractual Vocational Education Teacher .....	178
Appendix III-h	Contract of Engagement of the Vocational Education Teacher Engaged for a Predetermined Period of 1 280 Hours.....	180
Appendix IV	Evaluation Rules Prescribed in the <i>Manuel d'évaluation de la scolarité</i> .....	182
Appendix V	Calculation of Years of Experience .....	183
Appendix VI	Regrouping by field of teachers of the Board for the purpose of identifying the teachers to be declared excess, placed on availability or nonreengaged because of surplus .....	184
Appendix VII	Loan of Service of a Teacher to a Community Organization .....	186
Appendix VIII	Relocation Premium.....	187
Appendix IX	Voluntary Mobility of Certain Teachers .....	188
Appendix X	Moving Expenses.....	189
Appendix XI	Leave with Deferred Salary .....	191
Appendix XII	Compensation for Exceeding the Maximum Number of Students per Group (8-8.03) .....	195
Appendix XIII	Retroactive Monetary Adjustment Resulting from an Official Attestation of Schooling .....	196
Appendix XIV	Absence Report .....	197
Appendix XV	Letter of Agreement Concerning Inter-School and Regional Pedagogical Days .....	198
Appendix XVI	Feminization of Texts.....	199
Appendix XVII	Reinstatement Following Dismissal or Nonreengagement .....	200
Appendix XVIII	Letter of Agreement Concerning Family Responsibilities .....	201
Appendix XIX	Linguistic Quality of the Agreement.....	202
Appendix XX	Parental Rights (Modifications).....	203



## VII

Appendix XXI	Terms and Conditions of the Progressive Retirement Plan .....	204
Appendix XXII	Arbitration Mediation .....	206
Appendix XXIII	Arbitration of Grievances .....	207
Appendix XXIV	Organization of Educational Services for At-Risk Students and Students with Handicaps, Social Maladjustments or Learning Difficulties .....	209
Appendix XXV	Meal Period .....	210
Appendix XXVI	Provincial Committees or Working Groups .....	211
Appendix XXVII	Maintenance of a Number of Regular Adult Education Positions .....	212
Appendix XXVIII	List of School Boards Located in the Territory of the Regional Offices .....	213
Appendix XXIX	Letter of Agreement Concerning the Housing Policy and an Internal Appeal Mechanism as an Alternative Method to Resolve Conflicts in this Matter .....	215
Appendix XXX	List of Vocational Education Specialties and Subspecialties .....	216
Appendix XXXI	Writing Rules .....	218
Appendix XXXII	Specific Provisions for Teachers Classified in the 20-Year Annual Salary Scale as Prescribed in the 2005-2010 Agreement .....	219
Appendix XXXIII	Letter of Intent Concerning the Government and Public Employees Retirement Plan .....	221
Appendix XXXIV	Review of the List of Arbitrators.....	226
Appendix XXXV	Integration of Provisions Allowing the Filing of a Grievance by Electronic Means .....	227

## CHAPTER 1-0.00

## DEFINITIONS

## 1-1.00 DEFINITIONS

Unless the context indicates otherwise, for the purpose of applying the agreement, the words, terms and expressions defined hereinafter shall have the meaning respectively assigned to them.

## 1-1.01 Community Education Administrator

The person who is designated by the Board as its representative in a community and who exercises, on behalf of the Board, all the authority that it may delegate to him or her.

## 1-1.02 Year of Schooling

Every complete year of schooling recognized as such for a given teacher by the official attestation of the status of his or her schooling issued by the Minister, a board<sup>1</sup> or the Board in accordance with the *Manuel d'évaluation de la scolarité* in force or considered in force on the date of the coming into force of the agreement.

## 1-1.03 Year of Experience

Every year recognized as such under article 6-4.00.

## 1-1.04 Year of Service

Every year devoted to a pedagogical or educational function on behalf of:

- a) the Board;
- b) a school administered by a government ministry and situated in the Board's territory;
- c) a school administered by an associate institution authorized by law and situated in the Board's territory if the instruction provided by the school is assumed by the Board;
- d) the Government of Canada in a school situated in the Cree school municipality.

## 1-1.05 School Year

School year as defined in the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14).

## 1-1.06 Beneficiary of the James Bay and Northern Québec Agreement

Beneficiary within the meaning of paragraphs 3.2.1, 3.2.2 and 3.2.3 of the James Bay and Northern Québec Agreement.

## 1-1.07 Centrale

The Centrale des syndicats du Québec (CSQ).

## 1-1.08 Centre

Teaching institution, under the authority of a centre director, whose mission is to provide educational services to students enrolled in adult education services and/or vocational education services; the institution may be located in several rooms or buildings at its disposal.

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<sup>1</sup> Within the meaning of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2)

**1-1.09 Field of Teaching**

Any one of the fields of teaching prescribed in Appendix VI.

**1-1.10 Department Head**

A teacher who, in addition to his or her duties as teacher in a school, a centre or a group of schools or centres, carries out his or her specific duties as department head with a group of teachers.

**1-1.11 Management Committee**

The Management Negotiating Committee for the Cree School Board (CPNCSC) established under section 35 of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2).

**1-1.12 Board**

The Cree School Board.

**1-1.13 Spouse**

Spouse means either of 2 persons who:

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

It being understood that the dissolution of the marriage by divorce or annulment or the dissolution of the civil union as provided for by law as well as any de facto separation for more than 3 months in the case of persons living together in a conjugal relationship shall mean the loss of spousal status.

**1-1.14 Agreement**

This agreement comprising all the stipulations negotiated and agreed upon in accordance with the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2) or resulting from the *Act respecting conditions of employment in the public sector* (S.Q., 2005, c. 43).

**1-1.15 The James Bay and Northern Québec Agreement**

The James Bay and Northern Québec Agreement signed on November 11, 1975 and as modified subsequently, including any complementary agreements.

**1-1.16 Regional Office**

One of the regional offices listed in Appendix XXVIII.

**1-1.17 Principal**

The person designated by the Board as its representative in a school or centre and who exercises, on behalf of the Board, all the authority that it may delegate to him or her.

**1-1.18 Vice-principal**

The person to whom the Board delegates the responsibility of assisting the principal in the exercise of his or her duties and authority.

**1-1.19 Scale**

One of the salary applicable as defined in clause 6-2.01.

**1-1.20 Experience Step**

A subdivision (on the ordinate) of a salary scale corresponding to the year of experience which a teacher is in the process of acquiring, subject to clause 6-4.01.

**1-1.21 School**

Institutional entity, under the responsibility of the competent authority or a head teacher, grouping students together in an establishment, in part of an establishment or in several establishments according to the Board's decision.

**1-1.22 Teacher**

Every person employed by the Board whose occupation is to teach students under the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14).

**1-1.23 Teacher-by-the-lesson**

The teacher whose contract of engagement in Appendix III-c specifies the instruction which he or she agrees to provide to the students and the number of hours that the engagement involves up to 1/3 of the full-time teacher's annual maximum workload.

**1-1.24 Replacement Teacher**

The teacher whose contract of engagement in Appendix III-d determines that he or she is employed to replace an absent teacher.

**1-1.25 Part-time Teacher**

The teacher whose contract of engagement in Appendix III-b determines that he or she is employed for an incomplete school day, for an incomplete school week or for an incomplete school year.

**1-1.26 Full-time Teacher**

The teacher who is not a teacher-by-the-lesson, a part-time teacher or a replacement teacher and who has a written contract of engagement in Appendix III-a.

**1-1.27 Teacher on Availability**

Status of the teacher who has his or her tenure and who is in surplus or who is replaced under article 5-3.00.

**1-1.28 Regular Teacher**

The teacher engaged by an annual contract of engagement which is tacitly renewable.

**1-1.29 Fédération**

The Fédération des commissions scolaires du Québec (FCSQ).

**1-1.30 Government**

The Government of Québec.

**1-1.31 Grievance**

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

**1-1.32 Students' Timetable**

Students' timetable as defined by the Board in accordance with the provisions of the Minister's regulations.

**1-1.33 Legally Qualified**

Holding a personal authorization to teach issued by the Minister as defined in clause 5-3.23.

**1-1.34 Ministère**

The Ministère de l'Éducation, du Loisir et du Sport (MELS).

**1-1.35 Minister**

The Minister of Education, Recreation and Sports.

**1-1.36 Nonlegally Qualified**

A person who is not legally qualified, including any person for whom the Board has received from the Minister a letter explicitly tolerating the engagement.

**1-1.37 Period**

A unit of variable length of the subdivision of the students' timetable.

**1-1.38 Union Representative**

Every person designated by the Union to perform union duties.

**1-1.39 Head Teacher**

A teacher who, under the authority of the principal, acts as head teacher and performs the duties determined by the Board in a building of a school having more than one building at its disposal.

**1-1.40 Education Sector**

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

**1-1.41 Public and Parapublic Sectors**

A school board, a college or an establishment within the meaning of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2), a government agency subject to the act and the public service of Québec.

**1-1.42 Specialist**

Teacher generally assigned to teach a specialty.

**1-1.43 Specialty**

Specialty as defined by the Board under Appendix VI.

**1-1.44 Casual Supply Teacher**

Any person, except a regular teacher, who replaces an absent teacher.

**1-1.45      Regular Substitute**

A regular teacher whose duties consist in replacing absent teachers.

**1-1.46      Union**

The Association des employés du Nord québécois (AENQ).

**1-1.47      Salary**

Remuneration in legal currency to which the step assigned to a teacher entitles him or her according to the salary scales prescribed in article 6-5.00, including all workdays, paid legal holidays and days of vacation.

**1-1.48      Total Salary**

Total remuneration in legal currency paid under the agreement.

**CHAPTER 2-0.00****FIELD OF APPLICATION AND RECOGNITION****2-1.00 FIELD OF APPLICATION****2-1.01**

The agreement shall apply to every teacher covered by the certificate of accreditation and employed by the Board to teach students in preschool, elementary and secondary-level classes.

**2-1.02**

Without limiting the scope of the foregoing, the agreement shall apply to head teachers and department heads but shall not apply to management personnel, including principals and vice-principals, professional personnel, administrative personnel, technical personnel, secretarial personnel, nor to the personnel of auxiliary and community services or the school equipment service.

**2-1.03**

Notwithstanding clause 2-1.01, only the clauses in which they are expressly referred to as well as the procedure for settling grievances for these same clauses shall apply to the following persons covered by the certificate of accreditation:

- a) the casual supply teacher,
- b) the teacher-by-the-lesson,
- c) the teacher in the employ of the Board who is teaching outside Québec following an agreement approved by the Minister between the teacher, the Board, the Government of Canada, the government of another province or the Government of Québec.

**2-1.04**

The Agreement shall not apply to teachers coming from abroad or from another province or Canadian territory and who teach for the Board following an agreement between the Board, the Government of Canada or the Government of Québec and another provincial government or a foreign government. In applying the provisions of Chapter 8-0.00, the Board shall undertake to consider every such teacher in the same manner as other teachers in its employ.

**2-1.05**

Notwithstanding clause 2-1.01, only Chapter 11-0.00 shall apply to teachers covered by the certificate of accreditation and employed directly by the Board to teach adults within the framework of the adult education courses under the jurisdiction of the Board in accordance with the authorization of the Minister prescribed in the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14).

**2-1.06**

Unless the context indicates otherwise, the replacement teacher shall benefit from the same rights and obligations as the part-time teacher under the agreement.

**2-1.07**

Notwithstanding clauses 2-1.01 and 2-1.05, only Chapter 13-0.00 applies to vocational education teachers covered by the certificate of accreditation and employed directly by the Board to teach students in the context of vocational education courses under the authority of the Board.

**2-2.00 RECOGNITION****2-2.01**

The Board shall recognize the Union as the only official representative of the teachers covered by its certificate of accreditation and who fall within the field of application of the agreement for the purpose of implementing the provisions of this agreement between the Board and the Union.

For its part, the Union shall recognize the right of the Board to exercise its functions as director, administrator and manager, subject to the law and the provisions of the Agreement.

**2-2.02**

The Board and the Union shall recognize the mandates and functions of the school committees for the purpose of assuming the responsibilities which certain clauses delegate specifically to them.

**2-2.03**

The Board and the Union shall also recognize the Fédération, the Centrale, the Minister and the Management Committee (CPNCSC) for the purpose of assuming, on their behalf, the responsibilities which certain clauses delegate specifically to them.



**CHAPTER 3-0.00****UNION PREROGATIVES****3-1.00 COMMUNICATION AND POSTING OF UNION NOTICES****3-1.01**

The Board shall recognize the Union's right to post in the schools any union notices concerning union activities which are initialled by a union representative.

The posting must be at the same places where the Board or the competent authority posts notices to the teachers, if need be. If the Board or the competent authority does not post notices, it/he or she must nevertheless provide a place for the Union to post its notices.

**3-1.02**

The Board shall recognize the Union's right to ensure the distribution and communication of any union notice concerning union activities to each teacher at his or her place of work, but outside of the time during which he or she is teaching.

**3-1.03**

The competent authority of the school shall, upon receipt of any information, document or other notice originating from the Union or from the Centrale, forward it immediately to the union representative or his or her substitute.

**3-2.00 USE OF BOARD PREMISES FOR UNION PURPOSES****3-2.01**

Upon a union representative's request, the Board shall provide free of charge to the Union an available and suitable room in one of its schools for the purpose of holding union meetings. Barring exceptional circumstances, the request must be sent to the school administration at least 2 working days in advance. The representative must take the necessary measures to ensure that the room thus used is left tidy.

The preceding paragraph does not apply to requests for a room for the Union's convention or a meeting of union delegates or for any other union meeting of the same nature. In these latter cases, the Board shall charge the Union a reasonable fee for the use of the room.

**3-2.02**

At the request of a union representative, the Board shall allow the use of the following equipment if the equipment is available in the school concerned and if it is not being used by the personnel of the school, of the Board or for the purpose of the Cree community:

- a) typewriters;
- b) photocopiers;
- c) audiovisual equipment;
- d) facsimile equipment;
- e) telephones;
- f) computers, excluding those used by the administration.

It shall be the Union's responsibility to provide the materials required to operate the equipment. The Union shall be responsible for the use of the equipment and shall assume the responsibility for any equipment breakdown. Moreover, the Union must pay the Board the additional costs incurred upon presentation of supporting vouchers.

**3-2.03**

The Union may avail itself of the internal mail service already in place at the Board. This service is without cost as long as using the service does not entail additional costs to the Board; if it does, the Union must pay the Board the additional costs incurred by the use of the internal mail service. The Union shall respect the deadlines and procedures of the service.

The Union shall release the Board of any civil responsibility as regards any problem that may arise as a result of using the internal mail service of the Board.

**3-3.00 DOCUMENTATION****3-3.01**

No later than August 15 of each year, the Board shall forward to the Union the list of schools that it intends to operate during the school year and shall indicate for each school the number of teachers assigned thereto. Subsequently, the Board shall inform the Union of any change to the list within 30 days of the change.

**3-3.02**

No later than October 31 of each year, the Board shall forward to the Union the complete list of all the teachers in its employ and shall indicate for each of them, if available, the following information:

- a) his or her given name and surname;
- b) his or her place of work;
- c) his or her experience step;
- d) his or her schooling;
- e) the level that he or she teaches;
- f) his or her type of contract (full-time, part-time, replacement, by-the-lesson) and whether he or she is on a leave of absence with or without salary;
- g) his or her total salary;
- h) his or her point of departure and mailing address;
- i) his or her date of entry into service;
- j) his or her status of head teacher or department head, where applicable;
- k) the sector to which he or she belongs within the meaning of clause 5-3.03.

The Board may agree with the Union to provide it with additional information or documentation which could be required for the application of the agreement.

**3-3.03**

The Union shall forward to the Board in writing the names of its union representatives within 15 days of the coming into force of the agreement and shall advise it in writing of any subsequent change within 15 days of the change.

**3-3.04**

The Board shall send to the Union, within 30 days of their publication, copies of all resolutions, regulations, policies or notices issued by the Board concerning the pedagogical organization or the working conditions of the teachers of the Board or of a school.

**3-4.00 UNION SECURITY****3-4.01**

Every teacher in the employ of the Board who is a member of the Union on the date of the coming into force of the agreement must remain a member for the duration of the agreement subject to clauses 3-4.04 and 3-4.05.

**3-4.02**

Every teacher in the employ of the Board who is not a member of the Union on the date of the coming into force of the agreement and who later becomes a member of the Union must remain a member for the duration of the agreement subject to clauses 3-4.04 and 3-4.05.

**3-4.03**

Following the date of the coming into force of the agreement, every applicant must, before his or her engagement, sign an application form for membership in the Union using the form provided in Appendix I; if accepted by the Union, he or she must remain a member of the Union for the duration of the agreement subject to clauses 3-4.04 and 3-4.05.

**3-4.04**

Every teacher who is a member of the Union may resign from the Union. The resignation may in no way affect his or her employment ties as a teacher.

**3-4.05**

The fact that a teacher is refused membership in the Union or is expelled from the ranks of the Union can in no way affect his or her employment ties as a teacher.

**3-5.00 UNION DELEGATE****3-5.01**

The Board shall recognize the position of union delegate.

**3-5.02**

- A) For each school or group of schools, the Union shall appoint a teacher from the school or group of schools concerned to the position of union delegate.
- B) For each school, it shall appoint a teacher from the school as a substitute for the union delegate.
- C) The Union may appoint another teacher from the school as a second substitute for the union delegate.
- D) For the purpose of applying this clause, school shall signify: every establishment in which the Board organizes instruction.

**3-5.03**

The union delegate or his or her substitute shall be the representative of the Union in the school where he or she performs his or her duties as delegate or substitute.

**3-5.04**

The Union shall inform in writing the Board and the school administration of the name of the union delegate for its school and of the name(s) of his or her substitute(s) within 15 days of their appointment.

**3-5.05**

The union delegate or his or her substitute shall perform his or her duties outside of his or her workload. However, when he or she must leave his or her post, the union delegate or his or her substitute must give an advance notice to the principal. Barring uncontrollable circumstances, the advance notice shall be of at least 2 working days.

Following the advance notice to the school principal, the Union must forward without delay a written notice to this effect to the Department of Human Resources of the Board within 5 working days of the beginning of the absence. The written notice must also state that the absence is required under this clause.

Every such day of total or partial absence shall be deducted from the authorized days of absence prescribed in clause 3-6.06, except in the case of a meeting for disciplinary measures convened by the principal.

**3-5.06**

The union delegate or his or her substitute released under clause 3-5.05 shall retain all the rights and benefits of the agreement to which he or she would be entitled if he or she were actually performing his or her duties.

**3-6.00 LEAVES FOR UNION ACTIVITIES****Section I Leaves of Absence Without Loss of Salary, Without Reimbursement by the Union and Without Deduction from the Bank of Authorized Days****3-6.01**

- A) Every meeting or assembly involving teachers shall normally be held outside the students' timetable.
- B) However, when, at the request of the Board or of the competent authority designated by the Board or with the Board's explicit permission, a meeting involving teachers is held during the students' timetable, the teachers involved in the meeting may attend it without loss of salary, supplements or premiums for regional disparities for the duration of the meeting.
- C)
  - 1) When an arbitration hearing prescribed in Chapter 9-0.00 is held during the teacher's workday, the teacher who is called upon as a witness at the hearing shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the length of time deemed necessary by the arbitrator. Every teacher who is not released and whose presence is required to act as an advisor during the hearings before an arbitrator shall obtain permission from the authority designated by the Board to be absent without loss of salary, supplements or premiums for regional disparities.
  - 2) Notwithstanding the preceding subparagraph, when the Board is not involved in a grievance and an arbitration hearing prescribed in Chapter 9-0.00 is held during the teacher's workday, the teacher involved as plaintiff or as witness and whose presence is required at the hearing shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the length of time deemed necessary by the arbitrator.
  - 3) When a hearing of a tribunal set up under the *Labour Code* (R.S.Q., c. C-27) dealing with labour relations is held during the teacher's workday, the teacher who is called upon as a witness at the hearing shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the length of time deemed necessary by the tribunal provided that the Board or, if applicable, the board where he or she taught the previous year, be a party to the dispute.
  - 4) When a hearing of a federal or provincial administrative tribunal is held during the teacher's workday and the fact that he or she is called upon as a witness arises from his or her status as an employee, the teacher shall obtain permission to be absent without loss of salary, supplements or premiums for regional disparities for the length of time deemed necessary by the tribunal.

- D) The teacher who is not released and who is a member of a committee prescribed in the agreement which sits at the provincial level may be absent without loss of salary, supplements or premiums for regional disparities to attend the meetings of the committee.

### **3-6.02**

Every absence obtained under clause 3-6.01 shall not be deducted from the number of days of absence allowed under clause 3-6.06 and shall not entail reimbursement by the Union.

However, in order to benefit from this clause, the teacher must give advance notice to the principal. Barring uncontrollable circumstances, the notice must be of at least 2 working days. Following the advance notice to the principal, the Union must forward without delay a written notice to this effect to the Department of Human Resources of the Board within 5 working days of the beginning of the absence. The written notice must state that the absence is required under this clause and must specify the reason for the absence.

The teacher released under clause 3-6.01 shall retain all the rights and benefits of the agreement to which he or she would be entitled if he or she were actually performing his or her duties.

## **Section II Leaves of Absence Without Loss of Salary but for Which the Union Shall Reimburse the Board**

### **Leaves on a Full-time or Part-time Basis**

#### **3-6.03**

- A) At the written request of the Union before May 1, or at another date agreed to between the Union and the Board, the Board shall release on a full-time or part-time basis for the entire following school year the teacher(s) required and designated by the Union.
- B) Between August 1 and April 1, within 30 days of the Union's written request, the Board shall release on a full-time or part-time basis for the balance of the current school year the teacher(s) required and designated by the Union, provided that the Board has found one or more replacements.
- C) Notwithstanding the preceding paragraph, the Board may also grant full-time or part-time leaves for a portion of the school year. In this case, the duration foreseen for the leave must be agreed to beforehand.
- D) Every such part-time leave must be:
- 1) for the secondary-level teacher and the preschool and elementary-level specialist: for a fixed period of time in his or her timetable. At the Union's request, the release time may vary so as to reorganize the workload of the teacher on union leave;
  - 2) for the preschool or elementary-level teacher other than the one referred to in subparagraph 1): for mornings or for afternoons.
- E) The maximum number of teachers released on a part-time basis at the Board level shall be 2 teachers.

#### **3-6.04**

- A) The Board shall pay to every teacher released under clause 3-6.03 the equivalent of the salary and, where applicable, of the supplements or premiums for regional disparities he or she would receive if he or she were actually performing his or her duties and, with the approval of the Board, any supplement that the Union asks it to pay him or her. Every teacher so released shall retain all the rights and benefits of the agreement to which he or she would be entitled if he or she were actually performing his or her duties.

- B) The teacher on availability released under clause 3-6.03 shall not be subject, for the duration of his or her leave, to the obligation of reporting to his or her new employer if he or she had to accept an engagement under clause 5-3.19. However, the leave cannot be extended beyond the duration anticipated nor be renewed. Upon the expiry of the leave, the teacher must report to his or her new employer.
- C) The preceding provisions shall not prevent the teacher from filling a vacant position in his or her board and thereby cancelling his or her status as teacher on availability provided that he or she did not accept a position in another board.
- D) The Union shall undertake to reimburse the Board all amounts paid to the teacher so released as well as all amounts paid by the Board for or on behalf of the teacher at the time and according to the terms and conditions agreed to between the Union and the Board or, failing this, within 30 days of receiving the Board's invoice.
- E) The Board must be notified in writing before April 1 if the teacher so released for union activities wishes to resume his or her duties with the Board for the following school year. Failing such a notice, the released teacher shall be so released for another year.

### 3-6.05

Leaves obtained under clause 3-6.03 shall not be deductible from the days authorized under clause 3-6.06.

### Occasional Leaves

### 3-6.06

- A) Any union representative or delegate or his or her official substitute, with the written consent of the Union, shall obtain authorization to be absent to carry out every assignment of a union or professional nature conducted under the auspices of the Union. Barring uncontrollable circumstances, the authorization to be absent shall be the object of a telephone call to the school principal at least 2 working days in advance.

In order to enable a principal to take the necessary administrative measures for a replacement during an occasional leave for union activities, the Union shall inform the principal, in writing, of the dates foreseen for the leaves under this clause as soon as they are known.

- B) Following the advance notice to the school principal, the Union must forward without delay a written notice to this effect to the Department of Human Resources of the Board within 5 working days of the beginning of the absence. The written notice must state that the absence is required under this clause.
- C) The number of days of absence authorized under this clause shall be:
  - 1) 60 days for the president of the Union,
  - 2) 30 days for each elected member of the Union's board of directors, or for lack of a board of directors, for each elected member of the union's executive,
  - 3) 23 days for each of the other union representatives or delegates or their official substitute.
- D) However, the number of days of absence allowed under this clause for all the persons mentioned herein shall be 65<sup>1</sup> days per year.
- E) The Board and the Union may agree in writing to increase the number of days of absence authorized under this clause.

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<sup>1</sup> Read 80 days for the board with which the president of the Union, not released on a full-time or part-time basis, has employment ties. Moreover, for each of the elected members of the board of directors or the equivalent, the Union shall have 10 additional authorized days of absence.

- F) The amalgamation, annexation or restructuring of the Board shall not result in a reduction for the Union of the number of days authorized under this clause.

**3-6.07**

In order to attend the triennial convention of the Centrale, the Union shall benefit from an additional number of authorized days of absence established at a rate of 3 days per official delegate. The number of days thus granted for the year of the convention shall constitute a bank to be used by one of the delegates according to the breakdown determined by the Union but for the sole purpose of attending the convention. The number of days shall be determined on the basis of one delegate per 125 teachers in the Board.

When a teacher who is not otherwise released under another provision of the agreement is a member of the executive council of the Centrale or of the executive committee of the Fédération des syndicats de l'enseignement, he or she shall obtain a leave without loss of salary, supplements or premiums for regional disparities in order to attend the meeting.

However, in order to benefit from this clause, the teacher must give a written notice of at least 10 working days to the school principal. Following the advance notice to the principal, the Union must forward without delay a written notice to the Department of Human Resources of the Board within 5 working days of the beginning of the absence. The written notice must state that the absence is required under this clause and must specify the reasons for the absence.

**3-6.08**

The Board shall pay for every substitution caused by the absences prescribed in clauses 3-6.06 and 3-6.07 and the Union shall undertake to reimburse the Board for the salary paid by the Board to the person who carried out the substitution at the time and according to the terms and conditions agreed to between them or, failing this, within 30 days of receiving the Board's invoice.

The teacher released under clause 3-6.06 or clause 3-6.07 shall retain all the rights and benefits of the agreement to which he or she would be entitled if he or she were actually performing his or her duties.

**Section III Leaves Without Salary for Union Activities****3-6.09**

At the written request of the Union before May 1, or at another date agreed to between the Union and the Board, every teacher required and designated by the Union shall obtain, for the entire subsequent school year, a leave without salary which enables him or her to work on a full-time basis for the Union.

The Board must be notified in writing before April 1 if the teacher so released for union activities wishes to resume his or her duties with the Board for the following school year. Failing such a notice, the released teacher shall be so released for another year.

**3-7.00 DEDUCTION OF UNION DUES OR THEIR EQUIVALENT****3-7.01**

Within 90 days of the date of the coming into force of this agreement and henceforth before July 1 of each year, the Union shall notify the Board in writing of the amount set as regular union dues in accordance with the by-laws of the Union. Failing such a notice, the Board shall make deductions according to the last notice received.

**3-7.02**

At least 60 days before it becomes deductible, the Union shall notify the Board in writing of the amount set as the new regular union dues in accordance with the by-laws of the Union.

**3-7.03**

At least 60 days before it becomes deductible, the Union shall notify the Board in writing of the amount or rate set as special union dues in accordance with the by-laws of the Union.

The Union must also include, with the notice to the Board, the list of teachers who are members of the Union and notify the Board of all changes made to the list within 30 days of the changes.

**3-7.04**

When the Board has received the notice prescribed in clause 3-7.01, it shall deduct, in equal amounts, from each of the payments of salary:

- a) the regular union dues in the case of every teacher who is a member of the Union,
- b) the equivalent of the regular union dues in the case of every teacher who is not a member of the Union.

**3-7.05**

Once the Board has received the notice prescribed in clause 3-7.02, it shall deduct, in equal amounts, from each of the payments of salary:

- a) the modified regular union dues in the case of every teacher who is a member of the Union,
- b) the equivalent of the modified regular union dues in the case of every teacher who is not a member of the Union.

**3-7.06**

Once the Board has received the notice prescribed in clause 3-7.03, it shall deduct, in equal amounts, from each payment of salary:

- a) the special union dues in the case of every teacher who is a member of the Union,
- b) the equivalent of the special union dues in the case of every teacher who is not a member of the Union.

**3-7.07**

In the case of a teacher who enters the service of the Board after the beginning of the work year, the Board shall deduct in equal amounts, from every payment of salary which is outstanding, the regular and special union dues set according to the by-laws of the Union.

**3-7.08**

Within 15 days following each payment of salary, the Board shall forward to the Union, or any other body designated by the Union, a cheque for the deductions made as union dues under clause 3-7.04, 3-7.05 or 3-7.06.

**3-7.09**

The Board shall include, with each cheque prescribed in clause 3-7.08, the list of persons who have contributed indicating for each the following information:

- a) the total salary paid,
- b) the amount deducted as union dues.

**3-7.10**

On all T-4 or Relevé 1 income tax slips, the Board shall write the total amount deducted as union dues for the calendar year concerned.



**3-7.11**

The Union shall assume the case of the Board for any claim contesting a deduction made and remitted under this article. Moreover, the Union must pay to the Board every amount due in accordance with a decision or final judgement.

**3-7.12**

No later than August 31, the Board shall forward to the Union or to the body designated by it the difference between the amounts deducted under clauses 3-7.04, 3-7.05 and 3-7.06 for the preceding school year and the amounts paid under clause 3-7.08 for the same school year.

No later than August 31, the Union or the body designated by it shall remit to the Board the difference between the amounts paid under clause 3-7.08 for the preceding school year and the amounts deducted under clauses 3-7.04, 3-7.05 and 3-7.06 for the same school year.

**CHAPTER 4-0.00****METHODS, SUBJECTS AND MEANS OF PARTICIPATION OF THE TEACHERS****4-1.00 GENERAL PROVISIONS****4-1.01**

The Board and the Union recognize that consultation, at the school or at the Board level, is necessary to ensure the best possible operation of the educational system.

**4-1.02**

The Union or its representatives shall be the only valid interlocutors on all subjects for consultation prescribed in the agreement.

**4-1.03**

When, during the consultation process, the competent authority decides not to follow up the recommendations of the body consulted, it must give the body, within 30 days, the pertinent reasons for not following up the recommendations. However, these reasons shall be given in writing to the board committee.

**4-2.00 SCHOOL COUNCIL****4-2.01**

An advisory body shall be set up in each of the schools of the Board. It shall be composed, on the one hand, of a maximum of 3 representatives of the teachers designated by all the teachers of the school and, on the other hand, of a maximum of 2 representatives of the Board. The teachers of the school may designate, with the consent of the representatives of the school administration, more than 3 delegates to the school council.

**4-2.02**

Each year, within 45 days of the beginning of the work year in a given school, the assembly of the teachers of the school shall appoint its representatives to the school council from among the teachers assigned to the school. Whenever possible, the teacher representatives shall be appointed from each sector, the Cree, French and English sectors. Within the same time limit, the school administration shall appoint its representatives to the school council.

The school administration shall be informed by means of a written notice signed by a union representative of the names of the teachers' representatives on the school council within 7 days of their appointment. The union representative shall be informed by the school administration, within the same time limit, of the names of its representatives on the school council.

Any vacant position on the school council may be filled during the school year as prescribed in this article.

**4-2.03**

These representatives shall set up an advisory body in the school called the school council. The representatives of the school administration shall have the same number of votes as all the teachers' representatives on the school council.

**4-2.04**

The school council is an advisory body which is convened by a member of the school administration (who may be one of the school administration's representatives on the school council). Moreover, the teachers' representatives on the school council can convene the latter without exceeding a maximum of 10 convocations per school year. The school administration shall consult the school council by convening in writing the members of the school council and indicating in the notice the subjects on which it must be consulted at the meeting. A 2-day notice shall be required, unless all parties waive the time limit.

**4-2.05**

The school council must hold a meeting on the date and at the place specified in the notice so that it may be consulted on the subjects specified in the notice.

**4-2.06**

If a majority of the teachers' representatives on the school council do not attend a meeting of the school council at the specified date and place, the school administration shall be deemed to have consulted the school council on the subjects specified in the notice.

**4-2.07**

A) The principal shall consult the school council on the following subjects before making a decision in this regard:

- 1) the local school calendar and modifications to the school calendar;
- 2) the local application of the rules governing the distribution of functions and responsibilities among the teachers;
- 3) the organization of extracurricular activities;
- 4) the evaluation of the progress and performance of students;
- 5) the terms and conditions of application of the new pedagogical methods;
- 6) the organization and content of local pedagogical days;
- 7) the development and implementation of school regulations;
- 8) the exam periods;
- 9) the organization of student supervision;
- 10) the local application of the criteria and procedures of assignment and reassignment;
- 11) the selection of teaching material;
- 12) parent-teacher relations;
- 13) any other relevant subject following mutual consent;
- 14) any other subject submitted for consultation under the agreement.

B) The community education administrator shall consult the school council on the following subjects before making a decision in this regard:

- 1) the rules for the allotment of housing units to teachers;
- 2) the distribution, maintenance and repair of housing units;
- 3) the supervision of housing units and the storage of personal belongings during the teachers' absence;

- 4) any other relevant subject following mutual consent.
- C) Nothing in this article shall reduce the mandates and duties of the school committee as regards the aforementioned subjects.

**4-2.08**

Unless expressly authorized by the school administration, the meetings of the school council shall take place outside of the teaching time of the teachers' representatives on the school council.

**4-2.09**

The Board shall not assume any costs incurred by the school council.

**4-2.10**

The obligation to consult the school council shall be in effect only as of the date on which the names of the teachers' representatives on the school council have been forwarded in writing to the school administration.

**4-3.00 BOARD COMMITTEE****4-3.01**

Notwithstanding clause 2-1.01, this article applies to adult education and vocational education teachers.

**4-3.02**

An advisory body shall be set up at the Board composed, on the one hand, of a maximum of 4 representatives of the teachers designated by the Union and, on the other hand, of a maximum of 4 representatives of the Board.

**4-3.03**

Before October 15 of each year, the Union shall inform the Board in writing, and vice versa, of the names of the persons chosen as committee members.

Any vacant position on the board committee may be filled during the school year as prescribed in this article.

**4-3.04**

These representatives shall form an advisory body at the Board called the board committee. Each representative shall have one vote on the board committee.

**4-3.05**

The board committee is an advisory body. The Board and the Union shall agree, before May 30 of each year, on the dates of at least 2 meetings to be held during the following school year. Moreover, either party may convene other meetings of the board committee. The Board shall consult the board committee by convening, in writing, the members of the board committee and indicating, in the notice, the subjects on which it is to be consulted at the meeting. A 15-day notice shall be required, unless the Board and the Union waive the time limit.

**4-3.06**

The board committee must hold a meeting on the date and at the place specified in the notice so that it may be consulted on the subjects specified in the notice.

Unless the parties agree otherwise, the meetings of the board committee shall be held during regular working hours.

The Board shall determine the place of meetings, it being understood that every other meeting shall be held in one of the communities.

#### **4-3.07**

The recommendations of the members of the board committee present at the meeting and made during the meeting shall constitute the recommendations of the board committee on the subjects specified in the notice.

#### **4-3.08**

The Board shall be deemed to have consulted the board committee on the subjects specified in the notice of meeting when such a meeting is held or if, barring uncontrollable circumstances, none of the teachers' representatives on the board committee attend the meeting of the board committee at the specified date and place.

#### **4-3.09**

When a meeting of the board committee is held pursuant to clauses 4-3.05 and 4-3.06, half the transportation costs incurred by the teachers' representatives on the committee to attend the meeting shall be paid by the Board if these transportation costs are incurred in accordance with the travel expense policy in effect at the Board from the place of assignment of a teachers' representative on the committee to the location of the meeting.

Furthermore, the Board shall:

- a) assume the substitution costs incurred by the absence of a teacher who is a teachers' representative on the board committee for the duration of the meeting plus 2 days to cover the travelling time, if need be;
- b) not deduct these days of absence from the number of days of absence authorized under clause 3-6.06.

#### **4-3.10**

The obligation to consult the board committee shall be in effect only as of the date on which the Union forwards in writing to the Board, under clause 4-3.03, the names of its representatives on the board committee.

#### **4-3.11**

The Board must consult the board committee before making a decision on the following subjects:

##### **A) Preschool, elementary and secondary education**

- a) the rules and their application concerning the transportation of teachers and their personal belongings;
- b) the policies concerning the assignment and transfer of teachers for the following year;
- c) the policies concerning leaves without salary for teachers;
- d) the organization of inter-school pedagogical days;
- e) the policies concerning teacher training;
- f) the health, hygiene and safety conditions of students and teachers, subject to the provisions of the laws in effect;
- g) any other subject for consultation under the agreement;

- h) any other pertinent subject agreed upon mutually;
- i) housing policy;
- j) subjects concerning teacher professional improvement, namely:
  - 1) training and professional improvement activities placed at the teachers' disposal;
  - 2) the training and professional improvement needs of teachers;
  - 3) preparation of the training and professional improvement policy in keeping with the needs in the North;
  - 4) establishment of an annual professional improvement budget for teachers;
  - 5) as regards professional improvement, determination of eligibility criteria in keeping with the policy of the Board, information to teachers on the procedure to be followed, receipt and verification of requests.

**B) Adult education and vocational education**

- a) development and implementation of policies of the Board concerning housing and transportation of teachers and their personal belongings;
- b) the terms and conditions for implementing the new programs and new pedagogical methods;
- c) the organization and content of inter-school pedagogical days;
- d) occupational health and safety measures;
- e) any other pertinent subject mutually agreed upon;
- f) the subjects concerning the professional improvement of teachers, namely:
  - 1) training and professional improvement activities at the teachers' disposal;
  - 2) the training and professional improvement needs of teachers;
  - 3) development of the training and professional improvement policy in keeping with the needs in the North;
  - 4) determination of an annual professional improvement budget for teachers;
  - 5) as regards professional improvement, determination of eligibility criteria in keeping with the policy of the Board, information to teachers concerning the procedure to be followed, receipt and verification of requests.

**CHAPTER 5-0.00****CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS****5-1.00 ENGAGEMENT****5-1.01**

Engagement shall be the responsibility of the Board.

**5-1.02**

The Board shall respect the provisions of this article as regards the engagement of every teacher.

**5-1.03**

The engagement of a full-time teacher, a part-time teacher, a teacher-by-the-lesson or a replacement teacher shall be made by contract and according to the appropriate contract found in Appendix III-a, III-b, III-c or III-d, as the case may be.

**5-1.04**

When the Board must proceed with the engagement of full-time teachers, it shall comply with the provisions of clause 5-3.22. Failing to engage a full-time teacher under clause 5-3.22, the Board shall proceed in the following order and, in each case, the teacher must meet the criteria prescribed in clause 5-4.04:

- a) the Board shall offer the full-time contract for the following school year to teachers who had during the current school year a contract as a part-time teacher or a replacement teacher in the same locality as the position to be filled;
- b) the Board shall offer the full-time contract for the following school year to teachers who had during the current school year a part-time contract or to replacement teachers in the other localities.

When the Board must engage a replacement teacher or part-time teacher, it shall comply with the provisions of clause 5-1.25.

The teacher shall provide an answer in writing within 10 working days of the offer. Failing this, he or she is deemed to have refused the position. This refusal shall cancel all rights under the present clause.

**5-1.05**

The Board may appoint a person already in its employ to a vacant teaching position.

**5-1.06**

Except for a replacement, the person engaged by the Board between July 1 and the 60<sup>th</sup> workday of the current school year to carry out a full-time teaching workload until the end of the school year shall be entitled to a full-time contract effective on the date foreseen for his or her entry into service.

**5-1.07**

Subject to article 5-8.00 and the replacement, the contract of engagement of every teacher engaged as a full-time teacher shall be an annual contract of engagement which is tacitly renewable.

**5-1.08**

The casual supply teacher engaged by the Board to replace a full-time, replacement or part-time teacher whose period of absence has been predetermined as being longer than 2 consecutive months shall be offered a replacement contract.

Notwithstanding the preceding paragraph, after 3 consecutive months of absence of a full-time, replacement or part-time teacher, the casual supply teacher who replaced him or her during that time shall be offered a replacement contract without retroactive effect. One or more absences of the casual supply teacher totalling 3 consecutive days or less during the accumulation of these 3 consecutive months of replacement shall not interrupt the accumulation.

#### **5-1.09**

In the case of the replacement of an absent teacher, the replacement teacher shall perform the duties of the teacher who is replaced in his or her place of assignment, except if the absence has been predetermined as being for at least one school year, in which case the Board shall assign him or her to the duties and to the location it determines.

#### **5-1.10**

The Board shall grant a part-time contract to a person engaged:

- a) for an incomplete school day for the entire school year, subject to clauses 5-1.08 and 5-1.12;
- b) for an incomplete school week for the entire school year, subject to clauses 5-1.08 and 5-1.12;
- c) for an incomplete school year, subject to clauses 5-1.06, 5-1.08 and 5-1.12.

#### **5-1.11**

The contract of engagement of every replacement teacher shall terminate automatically and without notice upon the return of the teacher who is replaced or on June 30 of the current year, whichever comes first.

The contract of engagement of every teacher engaged as a part-time teacher shall terminate automatically and without notice:

- a) on June 30, in the case of a contract for an incomplete school day for the entire school year or for an incomplete school week for the entire school year;
- b) on a specific date in all other cases, that the date be clearly stipulated or that it depend on the occurrence of an event specified in the contract.

#### **5-1.12**

The Board shall grant a contract by-the-lesson to a person who accepts to carry out teaching duties corresponding to 1/3 or less of the annual maximum workload of a full-time teacher.

The contract of engagement of every teacher engaged as a teacher-by-the-lesson shall terminate automatically and without notice on June 30 of the current school year or at an earlier date. The date shall either be clearly stipulated in the contract or shall depend on the occurrence of an event specified in the contract.

#### **5-1.13**

The contract of engagement of every nonlegally qualified teacher engaged to teach on a full-time basis for one school year shall terminate automatically and without notice on June 30 of the current school year or when the Board fills the position with a legally qualified teacher.

Notwithstanding clauses 5-1.11 and 5-1.12, the contract of engagement of every nonlegally qualified teacher engaged to teach on a part-time basis, as a teacher-by-the-lesson or a replacement teacher shall terminate automatically and without notice when the Board fills the position with a legally qualified teacher.



**5-1.14**

The contract of engagement of every full-time teacher who was, at the time of his or her engagement by the Board, on a leave of absence without salary in another school board in Québec to work in the Board shall terminate automatically and without notice on June 30 of the current school year.

**5-1.15**

Every candidate who wishes to offer his or her services as a teacher to the Board must:

- a) fill out the application form in effect at the Board;
- b) indicate the degrees, certificates and diplomas as well as the experience which he or she claims to have and undertake to provide proof thereof to the Board when the latter so requests in order to decide to offer him or her employment;
- c) give all the information required by the Board and undertake to provide proof thereof when the latter so requests in order to decide to offer him or her employment;
- d) declare if he or she received severance pay in the education sector within the last 12 months; if he or she received severance pay, he or she must repay it as a condition for his or her engagement.

**5-1.16**

Every teacher who is engaged by the Board must:

- a) provide proof of his or her qualifications and experience;
- b) produce in writing any other information and certificates required following the application for employment.

**5-1.17**

The Board may cancel a contract of engagement at any time in the case of fraud or intentionally made false declaration.

**5-1.18**

The teacher shall be required to inform the Board in writing as quickly as possible of any change of address.

**5-1.19**

At the time of the engagement of a teacher under contract, the Board shall provide the teacher with:

- a) a copy of his or her contract of engagement, and shall forward a copy to the Union;
- b) a copy of the agreement;
- c) an application form for membership in the Union found in Appendix I;
- d) an application form for participation in the insurance plan or for exemption, if need be.

**5-1.20**

- a) The priority of employment lists are those in effect on June 30, 2005.
- b) The name of a teacher may not be registered on more than one priority of employment list.
- c) Should the teacher be eligible to be registered on more than one priority of employment list, the teacher shall decide on which list his or her name shall be registered.

**5-1.21**

To be eligible to be registered on a priority of employment list, the teacher must meet one of the following conditions:

- a) to have taught, on a part-time basis or as a replacement, within at least 2 of the 3 preceding school years and to be accepted by the Board to be included on the list;
- b) to be on the priority of employment list, to have obtained a full-time contract, to have been nonreengaged because of surplus, to no longer be eligible for a full-time contract as prescribed in paragraph A) of clause 5-3.21.

**5-1.22**

The following teachers are excluded from all priority of employment lists:

- a) the teacher who has a full-time position;
- b) the teacher who is not legally qualified within the meaning of clause 1-1.33.

**5-1.23**

The teacher whose name is registered on a priority of employment list and who is granted a regular teacher's contract shall retain a priority of employment for a part-time or replacement contract if he or she is nonreengaged because of surplus as long as his or her name remains entered on the list prescribed in paragraph A) of clause 5-3.21.

**5-1.24**

The name of eligible teachers shall be entered on the priority of employment lists by order of seniority as prescribed in clause 5-2.04.

Notwithstanding subparagraph d) of clause 5-2.07, as long as the teacher remains eligible to be entered on a priority of employment list, he or she shall not lose seniority.

**5-1.25**

Except in the case prescribed in the second paragraph of clause 5-1.08, the Board that must hire a part-time or replacement teacher shall offer the contract to the teacher who has the most seniority in the field of teaching of the appropriate sector of the locality, provided he or she meets the specific requirements of the position to be filled.

**5-1.26**

The teacher who holds a part-time or replacement contract may, if he or she so agrees, be assigned additional teaching periods in the same subject and in the same school, provided that the timetable of the school so permits without entailing other changes and until he or she acquires a full teaching workload but without changing his or her status of part-time or replacement teacher.

**5-1.27**

The priority of employment lists shall be updated on May 1 of each year according to the cumulative durations of the contracts of each teacher whose name appears on the lists. The Board shall forward a copy of the lists to the Union before May 31 of each year.

**5-1.28**

A teacher's name can be removed from the priority of employment list for one of the following reasons:

- a) the refusal of an offer of employment except for:
  - i) a maternity, paternity or adoption leave covered by the *Act respecting labour standards* (R.S.Q., c. N-1.1);
  - ii) a disability or work accident within the meaning of the agreement;
  - iii) a full-time position with the AENQ or the CSQ;
  - iv) a reason mutually agreed to by the Board and the Union;
- b) the acquisition of full-time employment;
- c) not having worked for 2 years.

**5-2.00 SENIORITY****5-2.01**

The teacher in the employ of the Board on June 30, 2000 shall retain the seniority already acquired on that date.

Subject to the following paragraph, seniority shall be evaluated for the period after July 1, 2000 as prescribed in clauses 5-2.02 to 5-2.11 of the 2000-2003 agreement and shall be added to the seniority recognized on June 30, 2000.

Every person who, before January 1, 1983, held a position other than that of a teacher or professional with the Board shall have the years during which he or she held such a position recognized as years of seniority up to a maximum of 2 years.

**5-2.02**

Seniority shall signify the period of employment:

- a) with the Board; however, the period of employment in positions other than those of teacher or professional cannot be accumulated for more than 2 years;
- b) as a teacher in a school administered by a government ministry and situated in the Board's territory;
- c) as a teacher in a school administered by an associate institution authorized by law and situated in the Board's territory, if the instruction provided by the school is assumed by the Board.

**5-2.03**

Seniority shall be established for teachers under contract only.

**5-2.04**

Seniority shall be established in terms of years and fractions of years:

Number of years and  $\frac{\text{number of days}}{200}$

Nevertheless, the time spent as a casual supply teacher shall not be calculated but the time spent by the teacher as a casual supply teacher in a position which he or she subsequently holds shall be calculated.

Notwithstanding the foregoing, the period of employment in a position other than that of a teacher shall be converted in terms of fractions of years according to the following formula:

$$\frac{x}{y} \times \frac{200}{200} = n$$

- where
- x =

Number of workdays covered by the period of employment of the full-time employee in the employment group concerned
- y =

Number of workdays in the work year applicable to the full-time employee in the employment group concerned
- n =

Fraction of year of seniority

In the case of a person who becomes a teacher, he or she shall not have more seniority recognized for him or her for the portion of the year during which he or she occupied a position other than a teaching position than a teacher who was employed during this same portion of the school year.

5-2.05

For the full-time teacher, seniority shall be calculated as follows:

- a)
- for each school year during which the period of employment covers the entire school year, one year of seniority shall be recognized for the teacher;
- b)
- for each school year during which the period of employment does not cover the entire school year, a fraction of a year established according to the following formula shall be recognized for the teacher for the period of employment: the number of workdays in the period divided by 200.

For the part-time or replacement teacher, seniority shall be calculated as follows:

for each school year, a fraction of a year established according to the following formula shall be recognized for the teacher: the number of workdays in the period of employment multiplied by the proportion of his or her workload in relation to the workload of a full-time teacher, the result divided by 200.

For the teacher-by-the-lesson, seniority shall be calculated as follows:

for each school year, a fraction of a year established according to the following formula shall be recognized for the teacher: the number of workdays in the period of employment multiplied by the proportion of his or her number of hours of teaching in relation to the workload of a full-time teacher, the result divided by 200.

5-2.06

The alienation, total or partial concession, division or amalgamation (including the disappearance of the Board to the benefit of one or more boards) or the change in the legal structures of the Board shall have no effect on the seniority of a teacher who was in the employ of the Board or boards involved at the time of the alienation, total or partial concession, division, amalgamation (including the disappearance of the Board to the benefit of one or more boards) or the change in the legal structures; the seniority of the teacher shall be the same as he or she would have had had the change not occurred.

5-2.07

Seniority shall be lost for one of the following reasons only:

- a)
- the resignation of the teacher, except for resignation followed by a reengagement by the Board for services during the school year following the year of resignation;

- b) the dismissal, termination or, subject to subparagraph c), the nonreengagement, uncontested or upheld by an arbitration decision, except for dismissal, termination or nonreengagement followed by a reengagement by the Board for services during the school year which follows that of the dismissal, termination or nonreengagement;
- c) if more than 24 consecutive months have elapsed since the nonreengagement of a teacher because of a surplus of personnel or between his or her nonreengagement because of surplus of personnel and his or her reengagement by the Board;
- d) if more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her reengagement by the Board. However, this provision shall have no retroactive effect prior to the date on which the amendment was signed.

#### **5-2.08**

Within 45 days of the date of the coming into force of the agreement, the Board shall establish the seniority as of June 30, 2010 of every teacher in its employ and shall forward a list thereof to the Union. Each year, the Board shall establish the seniority as of June 30 of every teacher in its employ under this article and shall forward a list thereof to the Union before November 30 of each year. Unless there is an agreement between the Board and the Union on corrections to the list, the seniority indicated on the list for every teacher may be contested only under clause 5-2.09 and shall apply for every such teacher until an arbitrator decides otherwise.

However, the obligation to provide a list to the Union under the preceding paragraph may be the subject of an agreement to the contrary between the Union and the Board.

#### **5-2.09**

If the Union contends that the Board has not established, under this article, the seniority of a teacher in its employ and if the Union wishes to submit the grievance to arbitration, it must proceed directly to arbitration under article 9-2.00 within 60 days of the Union's receipt of the first seniority list provided by the Board within 45 days of the coming into force of the agreement and within 60 days of the Union's receipt of the seniority list for each subsequent year.

The grievance must be entered on the arbitration roll and given priority over any other grievance. The grievance must be heard and a decision must also be rendered with priority over any other. However, the decision may be limited to a brief description of the case and a brief explanation of the reasons for its conclusion.

#### **5-2.10**

Within 30 days of the Board's resolution approving the engagement of a new teacher for the current school year and if the newly engaged teacher has seniority at the time of his or her engagement, the Board shall inform the Union of the seniority it has established for the teacher. The Union may contest it only within 30 days of receiving the notice. In such a case, clauses 5-2.08 and 5-2.09 shall apply to the teacher by making the necessary changes.

#### **5-2.11**

In no case shall more than one year of seniority per year be recognized.

### **5-3.00 MOVEMENT OF PERSONNEL AND SECURITY OF EMPLOYMENT**

#### **A - General Provisions**

#### **5-3.01**

Security of employment shall be ensured by all boards. The counterpart of security of employment shall be mobility of personnel.

**5-3.02**

The provisions of this article shall apply only to regular teachers and shall not grant any right or benefit to a nonlegally qualified teacher, a part-time teacher, a teacher-by-the-lesson, a replacement teacher and a teacher who, at the time of his or her engagement, was on a leave of absence without salary in another board in Québec or a loan of service in the Board.

**5-3.03**

All teachers whose principal language of instruction is English, all teachers whose principal language of instruction is French and all teachers whose principal language of instruction is Cree shall belong to the English sector, French sector and Cree sector respectively. Clauses 5-3.04 to 5-3.06 and 5-3.08 to 5-3.13 shall apply to each of the sectors thus defined as if each one constituted a board in itself.

**5-3.04**

In order to avoid an increase in the number of teachers in surplus, a regular teacher cannot be in the employ of another teaching institution in the education sector without the Board's consent.

**5-3.05**

Clauses 5-3.08 to 5-3.14 shall not apply to the teachers on availability within the meaning of this article. These clauses shall, however, apply to teachers in service as well as to teachers who are on leave with or without salary or who are on disability leave whether for the current school year or for all or part of the subsequent school year. These teachers are presumed to have reintegrated their respective fields and schools, subject to the provisions of this article.

**5-3.06**

For the purpose of applying this article, when 2 or more teachers have equal seniority, the teacher who has the most experience shall be considered as having the most seniority and, when they have equal experience, the one who has the most schooling shall be considered as having the most seniority.

**5-3.07**

- A) Tenure is the status acquired by the teacher who has completed at least 2 full years of continuous service with the Board as a full-time teacher and whose contract as a full-time teacher has been renewed for a 3<sup>rd</sup> year.
- B) For the purpose of applying this clause, continuous service with the Board shall also include the time spent as a full-time employee in a position other than that of teacher.
- C) Leaves of absence for union activities, parental leaves under article 5-13.00, absences due to disability or work accident, special leaves, leaves of absence for matters related to education, leaves of absence with or without salary for studies as well as any other leave of absence for which the agreement provides the payment of salary shall constitute service for the purpose of acquiring tenure. Any other leave or any other absence shall not constitute service and the acquisition of tenure shall be delayed proportionally.
- D) Service for the purpose of acquiring tenure shall be lost in the following cases: dismissal, resignation, nonreengagement, termination and cancellation of contract. Notwithstanding the foregoing, nonreengagement because of surplus followed by engagement by the Board or engagement by another board during the subsequent school year shall not interrupt continuous service.
- E) Furthermore, the teacher still on the list of the Regional Placement Bureau at his or her point of departure or place of assignment, as the case may be, and who was nonreengaged because of surplus at the end of his or her 2<sup>nd</sup> year of continuous service shall acquire his or her tenure as soon as he or she is reengaged by the Board or engaged by another board or another teaching institution in the education sector under the jurisdiction of the same Regional Placement Bureau.

**B - Determination of Excess and Surplus****5-3.08**

Before May 1 of every year, the Board shall determine its provisional staffing needs for the following school year by taking into account the number of teachers allocated by the Ministère.

The Board shall inform the Union of the number of teachers allocated by the Ministère to the Board within 60 days of the coming into force of the agreement. The Board shall then inform the Union without delay of any notice of the Ministère modifying the number of teachers allocated.

**5-3.09**

Before May 15 of each year, the Board shall determine its provisional staffing needs for each school for the following school year. If the forecasts of the provisional needs result in an excess of teaching staff in one or more fields in the school in accordance with the regrouping plan prescribed in Appendix VI, the provisions of clauses 5-3.09 to 5-3.14 shall apply.

There is an excess in a field in a school when in a given field the total number of regular teachers in the school at the time of the application of this clause<sup>1</sup> is greater than the total number of teachers in terms of full-time teachers forecast for the field in the school for the following school year.

**5-3.10**

Within each field in the school, the Board shall declare teachers as excess according to the inverse order of seniority up to the total number of teachers forecast as excess for the field in the school under clause 5-3.09. However, if the Board feels that a teacher is required to meet the specific requirements<sup>2</sup> of a given position, the teacher shall not be declared excess.

**5-3.11**

If, following the application of clauses 5-3.09 and 5-3.10, there are staffing needs in one of the fields in the school, the Board shall try to fill the needs from among the teachers in the school, whether they are declared excess or not, provided that they meet the criteria stipulated in clause 5-4.04.

**5-3.12**

Following the application of clauses 5-3.10 and 5-3.11, if, in a field in a school, there are teachers who are beneficiaries of the James Bay and Northern Québec Agreement and who are declared excess and teachers who are nonbeneficiaries of the James Bay and Northern Québec Agreement and who are not declared excess, the latter shall be substituted according to the inverse order of seniority for the teachers who are declared excess in the field and who are beneficiaries under the James Bay and Northern Québec Agreement provided that the beneficiaries meet the criteria stipulated in clause 5-4.04.

**5-3.13**

Unless there is an agreement between the Union and the Board, the Board shall fill, before June 1, a vacant regular teaching position for the following school year in the following order:

- a) it shall assign for the following school year and according to seniority the teacher who is a beneficiary of the James Bay and Northern Québec Agreement and who accepts the assignment in the same field as that of the position to be filled and who is still excess in a school in another locality following the application of clauses 5-3.09 to 5-3.12;

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<sup>1</sup> Excluding teachers on availability within the meaning of this article, teachers on leave with or without salary for the entire following school year and whose return to service is not permitted during the said school year and the unconditional resignations received and retirements granted, the foregoing known before the application of this clause.

<sup>2</sup> Such specific requirements are only established by the Board after consulting the Union to this effect. These requirements must be directly related to the student population concerned or to the nature of a given position.

- b) if the Board fails to fill the position under subparagraph a), it shall assign for the following school year and according to seniority the teacher in another field who is a beneficiary of the James Bay and Northern Québec Agreement who accepts such an assignment and who is still excess in a school in another locality following the application of clauses 5-3.09 to 5-3.12 and of the preceding subparagraph;
- c) if the Board fails to fill the position under subparagraph b), it shall assign for the following school year and according to seniority the teacher who is a nonbeneficiary of the James Bay and Northern Québec Agreement and who is in the same field as that of the position to be filled and who is still excess in a school in another locality following the application of clauses 5-3.09 to 5-3.12 and of the preceding subparagraphs;
- d) if the Board fails to fill the position under subparagraph c), it shall assign for the following school year and according to seniority the teacher in another field who is a nonbeneficiary of the James Bay and Northern Québec Agreement and who is still excess in a school in another locality following the application of clauses 5-3.09 to 5-3.12 and of the preceding subparagraphs.

In all cases, the teacher must meet the criteria stipulated in clause 5-4.04<sup>1</sup>. To this end, a teacher who refuses to attend an interview is deemed to have resigned on June 30.

However, a tenured regular teacher who is assigned to another locality may return to his or her original place of assignment if a teaching position becomes vacant before December 31 of the current school year and he or she meets the requirements of the position. However, if a position becomes vacant after December 31 of the current school year, the tenured teacher assigned to another locality under this clause may return to his or her original place of assignment for the following school year only if the position is still vacant and he or she meets the requirements of the position.

The teacher who refuses to be assigned to a vacant position under the preceding subparagraph c) or d) is deemed as having resigned as of June 30. However, in such a case, the teacher, if he or she is tenured, shall then receive severance pay equal to 2 months of salary per complete year of service at the time of the refusal. Severance pay shall be limited to a maximum of 6 months of salary. For the purpose of calculating severance pay, the salary shall be that which the teacher receives at the time of his or her resignation.

### 5-3.14

The teacher who is still excess in a field in a school following the application of clauses 5-3.09 to 5-3.13 shall then be placed on availability as of the following July 1 if he or she is tenured or nonreengaged as of the following July 1 if he or she is nontenured.

The Board must, before June 1 of the current school year, notify by letter, sent by registered or certified mail or by written notice delivered by hand, the teacher whom it places on availability for the following school year.

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<sup>1</sup> For the purposes of obtaining the recommendation of the school committee concerned, the teacher in surplus must, at the Board's request, attend an interview with the members of the school committee in the locality of his or her potential assignment. In this case, the Board shall reimburse the teacher for his or her travel and accommodation expenses according to the policy in effect at the Board. However, in the case of air travel, the Board shall assume the cost of the airline ticket directly.



## C - Rights and Obligations of the Teacher on Availability

### 5-3.15

The teacher placed on availability under this article must displace, between July 1 and August 15, a full-time teacher who was nontenured on the preceding June 30 and who is still in the employ of the Board, if he or she meets the criteria stipulated in clause 5-4.04<sup>1</sup> to fill the position of the nontenured teacher on the preceding June 30. The employment of the teacher shall terminate as of his or her replacement upon a written notice to this effect sent by the Board to the teacher.

For the purpose of applying the preceding paragraph, a teacher who is a nonbeneficiary of the James Bay and Northern Québec Agreement may not displace a teacher who is a beneficiary of the James Bay and Northern Québec Agreement.

### 5-3.16

- A) The teacher who is a nonbeneficiary under the James Bay and Northern Québec Agreement and who is placed on availability under this article shall benefit from the following provisions as of September 30 following his or her placement on availability, if he or she is still on availability as of that date:
- 1) The Board and the Ministère, on the one hand, and the Union, on the other hand, shall form a committee to study the case of the teacher or teachers affected by this clause. The union group shall appoint a representative and the Board and the Ministère shall each appoint a representative to the committee. The management group shall have the right to veto on the committee.
  - 2) The committee shall ask the teacher concerned to which territory or territories served by the regional offices he or she would like to be relocated.
  - 3) The committee shall relocate the teacher concerned in one of the territories served by one of the regional offices chosen by the teacher under subparagraph 2), unless the representative of the Ministère on the committee decides that the relocation of the teacher to a school board in the territory of the regional office concerned would be difficult; in this latter case, the committee shall decide to which territory he or she shall be relocated.
  - 4) For the purposes of the relocation, the teacher shall benefit from the provisions of article 12-3.00 and, if need be, from Appendix X.
  - 5) The provisions of clauses 5-3.18 and 5-3.19 shall apply to the teacher, thus relocated, whose employment ties with the Board are maintained.
- B) 1) As of his or her 5<sup>th</sup> year of service with the Board as a full-time teacher, a teacher who is a nonbeneficiary under the James Bay and Northern Québec Agreement shall benefit, for the following school year, from the provisions of subparagraphs 1), 2) and 4) of paragraph A). The fact that a teacher benefits from the rights relating to any leave without salary shall delay the accumulation of the 5 years of service accordingly.
- 2) The name of the teacher concerned shall be forwarded to the regional office or offices serving the territory or territories chosen by the teacher under subparagraph 2) of paragraph A).

Notwithstanding the preceding subparagraph, if the representative of the Ministère on the committee decides that the teacher's relocation to a school board in the territory of the regional office concerned would be difficult, the committee shall decide to which territory the teacher shall be relocated.

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<sup>1</sup> For the purposes of obtaining the recommendation of the school committee concerned, the teacher on availability must, upon the Board's request, attend an informal meeting with the members of the school committee of the locality of his or her potential reassignment. In this case, the Board shall reimburse the teacher for his or her travel and accommodation expenses according to the policy in effect at the Board. However, in the case of air travel, the Board shall assume the cost of the airline ticket directly.

In this case, if the teacher does not wish to be registered with the regional office serving the territory chosen by the committee, he or she may decide not to benefit from the provisions of the preceding subparagraph 1) for the following school year. The teacher must inform the committee of his or her decision.

- 3) The teacher's failure or refusal to accept a written offer of engagement as a full-time teacher from a board or a teaching institution in the education sector under subparagraph 2) within 10 days of receiving the written offer of engagement shall cause the teacher to lose all the rights he or she may have had under paragraph B).

### 5-3.17

The teacher who is a beneficiary under the James Bay and Northern Québec Agreement and who is placed on availability under this article may inform the Board in writing before July 15 following his or her placement on availability that he or she would accept to be assigned only to the locality where he or she was assigned at the time of his or her placement on availability. In this case, the teacher concerned shall benefit from the following provisions as of September 30 following his or her placement on availability if he or she is still on availability on that date:

- a) The Board and the Ministère on the one hand and the Union on the other hand shall form a committee to study the case of the teacher or teachers referred to in this clause. The union group shall appoint a representative and the Board and the Ministère shall each appoint a representative to the committee. The management group shall have a right to veto on the committee.
- b) The committee shall consult the teacher concerned on the following options:
  - 1) severance pay under the last paragraph of clause 5-3.13;
  - 2) a retraining program for a maximum duration of one year to allow the teacher concerned to fill a pre-identified position with the Board in his or her locality, insofar as such a position could be made available;
  - 3) a retraining program of a maximum duration of one year to allow the teacher concerned to fill a pre-identified position with another employer in his or her locality, insofar as the position could be made available;
  - 4) any other solution or program agreed to by the members of the committee.

If more than one option is deemed possible, the teacher shall have the right to choose, from among the options proposed by the committee, the one most suitable to him or her.

In the case of the application of subparagraphs 2) and 3) of paragraph b), the teacher concerned shall remain on availability for the duration of his or her retraining program and shall be required to follow the program. The duration of the program may exceed the maximum period of one year if all the members of the committee so agree. At the end of the retraining program and unless the committee decides otherwise, the teacher who did not successfully complete the program is presumed to have resigned from the Board and he or she shall lose all the benefits of the agreement including the right to severance pay. The teacher who successfully completed the retraining program must accept the pre-identified position with the Board or another employer, as the case may be. In this latter case, his or her employment ties with the Board shall be severed. The amounts used for the purpose of a retraining program shall not be derived from the amounts allotted under Chapter 7-0.00, unless all the committee members consent.

In the case of the application of subparagraph 4) of paragraph b) above, the committee shall determine the terms and conditions applicable to the teacher.

### 5-3.18

Subject to the following provisions, the teacher on availability shall maintain his or her status of regular teacher.

- A) The teacher on availability shall receive 90% of the salary he or she would have received had he or she not been on availability.

- B) Notwithstanding paragraph A), the teacher on availability shall receive the following salary:
- 1) if the teacher is in his or her 4<sup>th</sup> or 5<sup>th</sup> consecutive year of placement on availability, 85% of the salary he or she would have received had he or she not been on availability;
  - 2) if the teacher is in his or her 6<sup>th</sup> consecutive year or more of placement on availability, 80% of the salary he or she would have received had he or she not been on availability.
- C) Notwithstanding the foregoing, the teacher who is on an intensive retraining program, within the meaning of clause 5-3.17, shall receive 100% of the salary he or she would have received had he or she not been on availability.
- D) The percentage of salary may be higher than the percentages mentioned in paragraph A) or B) if the teacher on availability is used, on an annual basis, in a greater proportion than the percentage as compared to a full-time teacher, so that the teacher whose services are used at 100% shall receive 100% of the salary he or she would have received had he or she not been on availability.
- E)
- 1) The Board shall assign a full workload for the first 50 workdays of each school year to the teacher on availability.
  - 2) 10 days prior to the 51<sup>st</sup> workday of the school year and for the remainder of the workdays in the school year, the Board shall establish for each teacher on availability a workload equal to a percentage of the full-time teacher's workload for the entire school year. The percentage must, by taking into account the application of subparagraph 1), be equal to, on the average, the percentage of salary he or she shall receive, subject to the preceding paragraphs.
  - 3) In the case of the preceding subparagraph, the distribution of the teacher's workload may be weekly, cyclical, monthly or other. The distribution may be revised after consulting the teacher and, failing an agreement on the time of the change, a minimum 5-day notice must be given.
  - 4) The Board and the Union can modify or replace the provisions of this paragraph.
- F) The other monetary benefits such as those resulting from insurance plans, parental rights and regional disparities shall be proportional to the salary paid.
- G) Except for any period of leave without salary, the length of time on availability shall count as a period of service for the purpose of the 4 pension plans currently in force (CSSP, RREGOP, TPP and PPCT).
- H) While he or she is on availability, the teacher shall accumulate experience as any other regular teacher even if he or she does not receive 100% of his or her salary.
- I) As long as the teacher on availability has not been recalled by the Board or has not lost his or her rights and benefits under this article, he or she shall remain on availability and the Board shall assign him or her to duties compatible with his or her qualifications and experience, regardless of the general duties prescribed in article 8-2.00. He or she may be assigned to the adult education sector, even in the evening. He or she may, with his or her consent, be assigned to a place of work outside the jurisdiction of the Board without being exempt from the application of clause 5-3.19.
- J) The teacher on availability shall be entitled to all the benefits of the agreement compatible with the provisions of this article.
- K) Except in the case prescribed in clause 5-3.28, the fact that a teacher on availability replaces an absent teacher or occupies a position which would otherwise be assigned to a part-time teacher, a replacement teacher, a teacher-by-the-lesson, an hourly paid teacher or a casual supply teacher shall not modify in any way his or her status as a teacher on availability.

**5-3.19**

- A) During the school year, the teacher on availability must attend an informal meeting with the members of one or several school committees when the Board so requests in writing. In this case, the Board shall reimburse the teacher for his or her travel and accommodation expenses, if any, according to the policy in effect at the Board. Moreover, the teacher shall be authorized to be absent without loss of salary. However, in the case of air travel, the Board shall assume the cost of the airline ticket directly.
- B) The teacher on availability who is offered a contract of engagement as a full-time teacher by the Board must accept it within 10 days of receiving the written offer of engagement; for a written offer of engagement received in July, the 10 days begin as of August 1. The obligation shall also apply to the teacher referred to in clause 5-3.16 who must also accept under the same conditions such a position which is offered by another board or another teaching institution in the education sector in the region where he or she is relocated.

The obligation to accept an engagement shall also apply to a position in the adult education sector.

However, the teacher assigned to another locality could return to his or her original place of assignment if a teaching position becomes vacant before December 31 of the current school year and provided that he or she meets the requirements of the position.

If a position becomes vacant after December 31 of the current school year, the teacher transferred to another locality under security of employment provisions could return to his or her original place of assignment for the following school year only if the position is still vacant and he or she meets the requirements of the position.

- C) Refusal or failure to attend the informal meeting under paragraph A) or to accept the employment offered within 10 days of receiving the written offer of engagement under the preceding paragraph B) shall, for all legal purposes, constitute the teacher's resignation and shall cause him or her to lose all the rights accorded to him or her under the agreement, including his or her tenure, and shall automatically entail the removal of his or her name from the lists of the Regional Placement Bureau.
- D) Except for the month of July, the teacher on availability must appear for an interview with a board or teaching institution in the education sector when requested by the Regional Placement Bureau by registered letter or certified mail. In this case, the Board shall reimburse the teacher for travel and accommodation expenses, if need be, according to the rates in effect in the Board. The teacher shall also be authorized, upon the request of the Regional Placement Bureau to the Board, to take a leave of absence without loss of salary.
- E) The teacher on availability must supply, upon request, any pertinent information concerning his or her security of employment.
- F) At the time of his or her engagement by another board or a teaching institution in the education sector, that board or teaching institution shall recognize the teacher's tenure, the seniority that the teacher on availability had when he or she left the Board as well as his or her bank of nonredeemable sick-leave days and the years of experience recognized by the Board.
- G) Upon his or her engagement by another board or a teaching institution in the education sector, the teacher on availability shall resign from the Board. The resignation shall take effect on June 30 of the current school year if his or her contract of engagement with the other board or with a teaching institution in the education sector was signed during this same school year to take effect at the beginning of the following school year. When the teacher enters the service of the other board or a teaching institution in the education sector during the same school year as the year during which he or she has signed his or her contract of engagement with the board or the teaching institution, his or her resignation shall take effect on the last day preceding the coming into force of his or her contract at the other board or the teaching institution in the education sector.
- H) For the purposes of applying this clause, the date on the post office receipt confirming that the documents sent by registered letter or certified mail were received shall constitute prima facie proof for calculating the prescribed time limits.

- l) If a teacher on availability fails to comply with any one of the obligations imposed upon him or her under this article shall, for all legal purposes, constitute the teacher's resignation and the resignation shall entail the cancellation of all the rights that the agreement could grant him or her, including his or her tenure.

### **5-3.20**

Every tenured teacher may substitute himself or herself for a teacher on availability provided that the Board accept the substitution. The teacher who has thus substituted himself or herself shall be considered as having been placed on availability under this article. He or she shall be, as of the effective date of his or her substitution, subject to all the rights and obligations of this article.

## **D - Rights and Obligations of the Teacher Nonreengaged Because of Surplus**

### **5-3.21**

- A) The teacher nonreengaged because of surplus of personnel under this article shall remain on the lists of the Regional Placement Bureau serving his or her point of departure within the meaning of article 12-1.00 for a period not exceeding 3 years.
- B) As long as the teacher nonreengaged because of surplus of personnel remains on the lists of the Regional Placement Bureau prescribed in paragraph A), he or she shall have the right to be recalled under clause 5-3.22, provided he or she meets the criteria described in clause 5-4.04.
- C) As long as the teacher nonreengaged because of surplus of personnel remains on the lists of the Regional Placement Bureau prescribed in paragraph A), he or she shall have priority of engagement for a full-time teaching position to be filled in the Board.
- D) In the case where the teacher is nonreengaged for surplus at the end of his or her second year of continuous service, he or she shall acquire tenure when he or she is reengaged by the Board or engaged by another board or teaching institution in the education sector and shall be reimbursed by the other board or teaching institution in the education sector for his or her moving expenses prescribed in Appendix X under the terms mentioned therein, if the engagement requires, under that appendix, that he or she move.
- E) Failure or refusal to accept a written offer of engagement as a full-time teacher from a board or a teaching institution in the education sector, within 10 days of receiving the written offer of engagement, shall cause the teacher to lose all the rights that he or she may have under this clause.
- F) The date on the post office receipt confirming that the documents sent by registered letter or certified mail were received shall constitute prima facie proof for calculating the time limits prescribed in this clause.

## **E - Obligations of the Board**

### **5-3.22**

Once the assignment process is completed, the Board which has a regular teaching position to fill shall proceed in the following order and in each case the candidate must meet the criteria stipulated in clause 5-4.04:

- a) The Board may appoint a beneficiary of the James Bay and Northern Québec Agreement who is legally qualified and who has the required qualifications.
- b) The Board shall recall the teacher whom it placed on availability if the teacher is still in its employ. The Board must so inform the Regional Placement Bureau.
- c) The Board may appoint a regular full-time employee already in its employ provided the employee has completed at least 2 years of continuous service.
- d) The Board shall recall the teacher nonreengaged because of surplus of personnel under clause 5-3.21.

In the case of subparagraph b), the Board shall first recall, according to seniority, the teacher on availability not reassigned under clause 5-3.16. Secondly, it shall recall, according to seniority, the teacher on availability reassigned under clause 5-3.16.

## **F - Miscellaneous Provisions**

### **5-3.23 Legal Qualifications**

For purposes of this agreement, the teacher shall be legally qualified if he or she has:

- a) a teaching diploma from the Province of Québec,  
or
- b) a teaching permit from the Province of Québec subject to the requirements of teacher probation when the permit is obtained,  
or
- c) a provisional teaching authorization subject to the requirements when the authorization is issued.

A teacher cannot be obliged to take courses or to be subject to particular requirements to obtain legal qualifications that are different from those he or she already has or that he or she is in the process of acquiring.

The absence of legal qualifications may not be invoked against a teacher who has met, within the time limits prescribed, the conditions established for obtaining the legal qualifications but who has not provided the required documents because of an administrative delay not attributable to him or her.

### **5-3.24 Contract of Service**

The Board may not invoke "surplus of personnel" to nonreengage or place on availability, as the case may be, the regular teachers if the cause of surplus of personnel arises from the application of a contract with an enterprise, or from a contract of association with a teaching institution in conformity with the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14), according to which the enterprise or teaching institution shall offer the instruction which the Board previously offered. However, the Board must, before granting such a contract, give a written notice to the Union of the permission given by the Minister to grant the contract, if need be.

## **G - Replacement**

### **5-3.25**

- A) Notwithstanding the provisions of this article, the Board may place on availability a teacher, nonbeneficiary of the James Bay and Northern Québec Agreement, who has acquired tenure or not reengage a teacher, nonbeneficiary of the James Bay and Northern Québec Agreement, who has not acquired tenure, if a teacher, beneficiary of the James Bay and Northern Québec Agreement and legally qualified, is engaged by the Board or assigned by the latter under subparagraph 2) of paragraph b) of clause 5-3.17 to fill the position held by the teacher who is a nonbeneficiary of the James Bay and Northern Québec Agreement.
- B) The teacher nonreengaged or placed on availability shall be the one who has the least seniority among the teachers who are nonbeneficiaries of the James Bay and Northern Québec Agreement in the locality, the sector and the field where such a replacement is carried out.
- C) The provisions of this clause cannot apply in a locality during a school year in which the Board has needs in terms of full-time positions to fill in the sector and field concerned.
- D) For the purpose of applying this clause, no later than June 1, the Board must notify in writing the teacher it intends to nonreengage or to place on availability as of the following July 1.

- E) The teacher nonreengaged under this clause shall benefit from the provisions of clause 5-3.21 by making the necessary changes.
- F) The teacher placed on availability under this clause shall benefit from the provisions of clauses 5-3.16, 5-3.18 and 5-3.19 by making the necessary changes.

#### **H - Measures Concerning the Reduction of the Number of Teachers Placed on Availability or to be Placed on Availability**

##### **5-3.26 Preretirement**

- A) As of July 1, the Board shall grant a preretirement leave for the current school year to the teacher who so requests if such a measure allows the reduction of the number of teachers on availability at the Board. However, no later than August 15, the leave may be cancelled, by means of a written notice, if the Board ascertains at that time that it no longer has the effect of reducing the number of teachers on availability at the Board.
  - 1) The leave shall be for a complete year; it may be for less than one full year if it comes into force after the beginning of the work year. During the leave, the teacher shall receive 50% of the salary he or she would have received had he or she been at work.
  - 2) The duration of the leave shall count as a period of service for purposes of the 4 pension plans currently in force (CSSP, RREGOP, TPP and PPCT).
  - 3) The leave shall take place during the year preceding the year during which the teacher shall be entitled, for the first time, to a pension without reduction under the pension plan applicable to him or her.
  - 4) At the end of the leave, the teacher concerned shall automatically resign and shall take his or her pension.
  - 5) During the leave, the teacher shall be entitled to the benefits prescribed in the agreement, provided they are compatible with the nature of the leave.
  - 6) During the leave, the teacher may not hold a contract of employment with an employer in the public and parapublic sectors.
- B) When there are no teachers on availability in the Board or no teacher on availability in the Board meets the criteria under clause 5-4.04 to fill a full-time teaching position, the Regional Placement Bureau may authorize the Board to grant a preretirement leave to a teacher, if the leave permits the relocation of a teacher on availability from another board to the Board.

##### **5-3.27 Transfer of Rights**

As of May 1, if a tenured teacher leaves the Board to be engaged by another board and this results in the reduction of the number of teachers on availability in the Board or in another board or to be placed on availability in the Board, his or her tenure, years of experience recognized by the Board, seniority and bank of nonredeemable sick-leave days shall be transferred as well as the costs for the transportation of his or her furniture and personal effects prescribed in sections 3) and 4) of Appendix X under the conditions prescribed therein.

##### **5-3.28 Replacement of a Full-time Teacher**

In order to replace a full-time teacher who is on a full-time leave, either for the entire school year or to complete the school year, provided that the leave began on or prior to October 15, and whose leave may not be cancelled or terminated without the Board's consent, the latter shall recall a teacher on availability under clause 5-3.22.

In this case, the candidate must meet the criteria in clause 5-4.04.

##### **5-3.29 Loan of Service to a Community Organization**

In a board where there is surplus, such a measure shall permit a tenured teacher to benefit from a loan of service to a community organization.

The granting of the loan of service shall be the exclusive responsibility of the Board; however, in the case of a refusal, the Board, if the teacher so requests, shall provide the latter with the reasons for its refusal.

Such a leave shall be subject to the provisions of Appendix VII.

#### **5-3.30 Relocation Premium**

- A) In a board where there is surplus, such a measure shall permit a tenured teacher who is relocated outside the public and parapublic sectors to benefit from a relocation premium.
- B) When there are no teachers on availability at the board or no teacher on availability in the board meets the criteria in clause 5-4.04 in order to fill a full-time teaching position, the Regional Placement Bureau may authorize the board to grant a relocation premium to a teacher if the premium permits the relocation of a tenured teacher on availability from another board to that board.
- C) The granting of such a premium shall be the exclusive responsibility of the Board; however, in the case of a refusal, the Board, if the teacher so requests, shall provide the latter with the reasons for its refusal.
- D) The premium shall be subject to the provisions of Appendix VIII.

#### **5-3.31 Regional Placement Bureau (Protocol)**

All the school boards in the territory served by a regional office of the Ministère shall join together to form a Regional Placement Bureau. The Ministère shall be a full participant in the activities of the bureau whose responsibilities shall consist of:

- a) collecting all the data related to security of employment: positions available, teachers nonreengaged because of surplus, teachers placed on availability and forwarding the data to the school boards in the territory served by a regional office of the Ministère;
- b) providing, if need be, candidates for each position to be filled when a board must engage a full-time teacher;
- c) encouraging and facilitating the voluntary mobility of teachers to other boards;
- d) dealing with the Provincial Placement Bureau on all matters relating to security of employment.

#### **5-3.32 Provincial Placement Bureau (Protocol)**

The Fédération and the Ministère agree to form a Provincial Placement Bureau for teachers. The bureau shall be responsible for:

- a) ensuring the exchange of any pertinent information relating to security of employment between the various regional placement bureaus;
- b) coordinating the activities which aim to facilitate the integration of new teachers into the labour market.

### **5-4.00 ASSIGNMENT, REASSIGNMENT AND TRANSFER CRITERIA AND PROCEDURES**

#### **5-4.01**

The Board shall be responsible for using the services of its teachers in order to ensure the best possible teaching to its students.



**5-4.02**

In assuming the responsibility, the Board shall take into account the needs of the school system under its jurisdiction, the particular characteristics of its schools or of its classes as well as the qualifications and preferences of the teachers in its employ. It shall also take into account, as a general rule, that it is preferable that a teacher not be assigned to a different school, sector and field from those where he or she was teaching during the previous year.

**5-4.03**

Before March 1 of every year, every teacher must indicate his or her intentions for the following school year.

First, using the form provided by the Board, the teacher shall indicate, in particular:

- if he or she would like to keep his or her actual position;  
or
- if he or she would like to work in the same school, but in another position. In this case, the teacher shall indicate the position desired;  
or
- if he or she would like to be transferred to another school. In this case, the teacher shall indicate a first choice of school and, if applicable, second and third choices of school. In addition, he or she can indicate, for information purposes only, his or her preference as to the subject he or she would like to teach.

Then, the teacher shall indicate what the consequence will be should the transfer not occur and specify if he or she wants to keep the actual position or wishes to resign without breach of contract.

The teacher shall forward the appropriate form to the Department of Human Resources of the Board with a copy to his or her actual school principal.

**5-4.04**

In choosing which teachers it assigns to its various schools, the Board shall take into account the qualifications, the experience, the competence, the specific needs of the position(s) to be filled, the recommendations of the school committees, the preferences of the teachers and the assignments during previous years.

In cases where it is necessary to choose from among teachers whose aptitudes, qualifications and experience are equal, seniority shall prevail.

**5-4.05**

Normally 15 days before the last day of the work year, the Board shall decide on the assignment of each of its teachers in its schools for the following school year. The teacher shall not be informed of his or her assignment to the same school; the Board shall send a written notice only to the teacher assigned to a different school.

If the Board deems it is in the interest of the students and of the school system under its jurisdiction to change the assignment of a teacher on vacation between 2 work years, it may change the assignment with the approval or at the request of the school committee concerned.

The teacher may obtain in writing the reasons for the change in school if he or she so requests in writing. Nothing in the procedure described in this clause shall allow a teacher not to abide by the Board's decision.

**5-4.06**

If the Board deems that it is in the interest of the students and of the school system under its jurisdiction to transfer a teacher to a different school during the work year, the Board can, at the request or with the approval of the school committee concerned, change the assignment after consulting with the teacher concerned.

The teacher may obtain in writing the reasons for the change in school if he or she so requests in writing.

The teacher may, if he or she so desires, be granted a maximum period of one week to move to his or her new school. The Board may extend the period if the circumstances so warrant.

If the teacher thus affected by a change in assignment feels that the Board has not acted justly and fairly in changing his or her assignment, the teacher may lodge a grievance in accordance with the procedure for settling grievances prescribed in Chapter 9-0.00.

**5-4.07**

During the school year, a teacher may ask to be assigned to another school. If a position for which he or she can meet the specific needs is available in another school and if the Board feels that the teacher's departure will not be detrimental to his or her students but will allow the teacher to improve his or her performance, the Board shall change the assignment of the teacher after consulting with the school committee concerned.

**5-4.08**

A teacher who is subject to a possible transfer must be so informed and may approach the personnel department before his or her transfer in order to state his or her case, accompanied if he or she so desires by his or her union representative and an interpreter, at no expense to the Board.

**5-5.00 PROMOTION****5-5.01**

For the purpose of this article, the following positions shall be considered as promotions: principal, vice-principal and education consultant.

**5-5.02**

The Board shall establish the particular characteristics of each position involving a promotion after consulting the board committee on these criteria.

**5-5.03**

The Board shall establish eligibility criteria for the positions involving a promotion after consulting the board committee on these criteria.

**5-5.04**

When a teacher is appointed to temporarily fill a higher position, he or she shall receive the remuneration prescribed for the position for the period of time he or she holds the position. When the teacher ceases to occupy the higher position, he or she shall return to his or her regular position under the conditions and with the rights he or she had before temporarily filling the position.

**5-5.05**

In all cases where the Board intends to fill a vacant position involving a promotion, it shall proceed in the manner determined in the following clauses in making the appointments to positions of a permanent nature.

**5-5.06**

During the teachers' work year, the Board shall post, in the schools which it administers, a notice containing:

- a) a brief description of the particular characteristics of the position and the inherent benefits;
- b) a list of the eligibility criteria and the requirements of the position;
- c) an invitation to apply in writing for the position within a prescribed time limit, which shall not be less than 15 days from the date of posting.

Outside the teachers' work year, such a notice shall appear in a Québec daily newspaper.

**5-5.07**

For an appointment to a position involving a promotion, the Board may call upon candidates from outside the Board.

**5-5.08**

As regards a promotion, the Board shall take into account the recommendations of the school committee, the specific aptitudes, qualifications and experience required to hold the position to be filled.

In cases where it is necessary to choose from among teachers whose aptitudes, qualifications and experience are equal and who are recommended by the school committee, seniority shall prevail.

**5-5.09**

When the Board convenes a teacher for an interview in order to fill a position involving a promotion, it shall reimburse the teacher the travel and accommodation expenses required to attend the interview according to the policy in effect at the Board insofar as the teacher is not otherwise reimbursed for these expenses.

**5-6.00 DISCIPLINARY MEASURES OTHER THAN DISMISSAL, NONREENGAGEMENT AND PERSONAL FILE****A - Disciplinary Measures****5-6.01**

Every teacher summoned for a disciplinary measure or sanction shall have the right to be accompanied by his or her union representative. To this end, barring exceptional circumstances, the teacher must receive from the competent authority an advance written notice of at least one working day before the meeting. The notice must specify the hour and the place where he or she must report and the reason for the summons; it being understood that the disciplinary meeting must be held during the teacher's schedule as defined in clause 8-4.03. A copy of the notice shall be forwarded to the Union within the same time limit.

**5-6.02**

Every disciplinary measure or sanction must be issued by the Board, principal or vice-principal in writing in order to be entered in the teacher's personal file.

**5-6.03**

The teacher must countersign every written disciplinary measure or sanction for the sole purpose of acknowledging the content thereof. If he or she refuses to sign it, the document shall be sent to him or her by registered or certified mail and the post office receipt shall be equivalent to his or her signature or the document may be delivered by hand and the written date confirmation of the person delivering the document to the teacher shall be equivalent to the teacher's signature.

**5-6.04**

The written notice concerning a disciplinary measure or sanction becomes null and void 12 months after its countersignature and shall then be removed from the teacher's personal file and cannot be used for purposes of arbitration, except if it is followed within these 12 months by another notice concerning a disciplinary measure or sanction.

**B - Personal File****5-6.05**

During office hours, the teacher accompanied or not by his or her union representative may consult his or her personal file.

Moreover, during office hours, a union representative who is duly authorized in writing by the teacher concerned on the form provided in Appendix II may consult the teacher's personal file.

The teacher and the duly authorized union representative may also obtain a copy of all documents in the teacher's personal file.

For the purpose of applying the second paragraph, the union representative must remit to the Board the form found in Appendix II. The form must be duly completed and signed and must be included in the teacher's personal file with an indication of the date on which the union representative consulted the file as well as an indication of the documents which were photocopied and remitted to the union representative, if such is the case.

**5-6.06**

A teacher may request that his or her written comments concerning documents in his or her personal file, other than written reprimands or other disciplinary measures, be included in his or her personal file.

When the Board inserts a document, other than an administrative document or a document concerning a disciplinary measure or sanction or a document concerning evaluation, into the teacher's personal file, it must provide a copy of such a document to the teacher concerned.

**5-7.00      DISMISSAL****5-7.01**

For the purpose of deciding to cancel the engagement of a teacher for one of the reasons prescribed in clause 5-7.02, the procedure stipulated in this article must be followed.

**5-7.02**

The Board may cancel a teacher's contract of engagement only for one or more of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct or immoral behaviour.

**5-7.03**

The Board or the competent authority shall relieve the teacher of his or her duties temporarily and without salary.

**5-7.04**

The teacher and the Union must be informed by letter sent by registered or certified mail, delivered by bailiff or written notice delivered by hand:

- a) of the Board's intention to cancel the teacher's engagement;
- b) of the date on which the teacher was or will be relieved of his or her duties;

- c) of the basic facts, for information purposes, and of the reasons supporting the intention of dismissal, without prejudice; no objection may be based on the insufficiency of the facts provided.

**5-7.05**

As soon as a teacher is relieved of his or her duties, the Union may investigate and make the representations it considers necessary.

**5-7.06**

The cancellation of the teacher's contract of engagement may occur only between the 10<sup>th</sup> and the 60<sup>th</sup> day from the date on which the teacher was relieved of his or her duties unless the Board and the Union agree in writing on an extension of the time limit.

The cancellation may occur only after serious deliberations at a meeting of the council of commissioners or the executive committee of the Board.

**5-7.07**

The Union shall be notified of the date, time and place the decision to cancel or not the engagement will be taken at least 5 days (excluding Saturday and Sunday) before the meeting is held.

The teacher concerned and a union representative may intervene and be present during the vote at the public meeting. The Union and the Board may agree on the terms and conditions of the intervention.

**5-7.08**

In the case where criminal action is taken against the teacher and if the Board considers that the nature of the accusation causes it serious prejudice as the employer, it may relieve the teacher of his or her duties without salary until the conclusion of his or her trial and the time limits stipulated in clause 5-7.06 shall begin to elapse as of the date on which the teacher informs the Board that he or she has received a judgment; notification must be given within 20 days of the date of the judgment.

**5-7.09**

Before the 70<sup>th</sup> day from the date on which the teacher was relieved of his or her duties, the teacher and the Union must be informed by registered or certified mail, bailiff or written notice delivered by hand of the Board's decision to cancel or not the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume his or her duties. In the case stipulated in clause 5-7.08, the teacher and the Union must be informed before the 70<sup>th</sup> day following the date on which the teacher has informed the Board, under clause 5-7.08, that he or she has received his or her judgment.

**5-7.10**

If the Board does not cancel the contract of engagement within the time limits prescribed, the teacher shall not lose any salary, supplements or premiums for regional disparities and shall recover all his or her rights as if he or she had not been relieved of his or her duties.

**5-7.11**

If the Union or the teacher concerned wishes to submit a grievance to arbitration, the Union or the teacher must, within 45 days after the Union received the written decision, proceed directly to arbitration under article 9-2.00.

**5-7.12**

In addition to the provisions of clause 5-3.23, the Board shall agree not to invoke the absence of legal qualifications to cancel the contract of a teacher engaged as such.

**5-7.13**

The arbitrator hearing the grievance shall decide whether the procedure prescribed for the dismissal was followed and whether the reasons given by the Board in support of the dismissal constitute one of the reasons for cancelling the contract prescribed in clause 5-7.02.

The arbitrator may annul the Board's decision if the procedure prescribed has not been followed or if the reasons for dismissal are not well-founded or do not constitute sufficient cause for dismissal, may order that the teacher concerned be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.

In the case of an arbitration resulting from the cancellation of a contract due to misconduct or immoral behaviour, the arbitrator hearing the grievance must take into account the social and moral values of the Cree community.

**5-8.00 NONREENGAGEMENT****5-8.01**

For the purpose of deciding not to renew the engagement of a teacher for the following school year for one of the reasons prescribed in clause 5-8.02, the procedure prescribed in this article must be followed.

**5-8.02**

The Board may decide not to reengage a teacher only for one or more of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct, immoral behaviour or surplus of personnel under article 5-3.00.

**5-8.03**

The Union must be informed no later than May 15 of each year, by means of a list to this effect, by registered or certified mail, bailiff or delivered by hand of the Board's intention not to renew the engagement of one or several teachers. The teacher concerned must also be informed no later than May 15 by registered or certified mail, bailiff or written notice delivered by hand of the Board's intention not to renew his or her engagement.

**5-8.04**

As soon as the Union receives the list, it may investigate and make the representations it considers necessary.

**5-8.05**

The Union shall be notified of the date, time and place the decision regarding nonreengagement will be taken at least 5 days (excluding Saturday and Sunday) before the meeting is held.

The teacher concerned and a union representative may intervene and be present during the vote at the public meeting. The Board and the Union may agree on the terms and conditions of the intervention.

**5-8.06**

Unless there is an agreement between the Union and the Board, the Board must, before June 1 of the current school year, notify the teacher concerned and the Union by registered or certified mail, bailiff or written notice delivered by hand of its decision not to renew the engagement of the teacher for the following school year. The notice must contain the reason or reasons for the Board's decision.

A decision concerning nonreengagement may be made at a meeting of the council of commissioners or the executive committee of the Board only.

**5-8.07**

If the Union or the teacher contends that the procedure prescribed in this article was not followed, the Union or the teacher may submit a grievance to arbitration.

**5-8.08**

If the Union or the teacher contests the reasons given by the Board, the Union or the teacher may submit a grievance to arbitration.

However, the Union or the teacher concerned may do so only if the teacher has been in the employ of a school board, a school administered by a government ministry or another teaching institution designated by the Minister, in which he or she held a pedagogical or educational position with the same employer for 2 periods of 8 months or more followed with a renewal of contract, 3 periods of 8 months or more if there was a change in employer, of which each period was situated in a separate year of engagement included in a continuous period of 5 years or less.

**5-8.09**

Every grievance filed under clause 5-8.07 or 5-8.08 must, no later than June 30, be submitted directly to arbitration under article 9-2.00.

**5-8.10**

The arbitrator to whom the grievance is referred shall determine whether the procedure prescribed for the nonreengagement has been followed and, if necessary, whether the reasons on which the decision of the Board is based constitute one of the reasons for nonreengagement prescribed in clause 5-8.02.

The arbitrator may annul the Board's decision if the procedure prescribed was not followed or, as the case may be, if the reasons for nonreengagement are not well-founded or do not constitute sufficient reason for nonreengagement, may order that the teacher concerned be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.

In the case of an arbitration resulting from a nonreengagement due to misconduct or immoral behaviour, the arbitrator hearing the grievance must take into account the social and moral values of the Cree community.

**5-9.00 RESIGNATION AND BREACH OF CONTRACT****5-9.01**

The teacher shall be bound by his or her contract of engagement for the period specified therein, subject to the provisions of the law and this article.

**5-9.02**

The teacher whose spouse resides with him or her in a locality situated in the territory of the Board may resign for the following reasons:

- a) if he or she submits proof of his or her spouse's transfer by the latter's employer to another locality;
- b) if he or she gives a written notice to this effect to the Board at least 30 days before his or her planned date of departure.

**5-9.03**

A teacher may resign by giving a written notice of his or her departure to the Board indicating his or her planned date of departure if his or her spouse or dependent<sup>1</sup> died in the 30 days preceding such a notice.

**5-9.04**

A teacher assigned against his or her will to a school in a locality other than that in which he or she carries out his or her duties may resign within 15 days of receiving the assignment notice, if he or she gives a written notice to the Board.

**5-9.05**

The Board shall also allow a teacher to resign for lack of housing or for any other reason which it deems valid.

**5-9.06**

The resignation under clauses 5-9.02 to 5-9.05 shall take effect:

- a) on the date which the teacher has indicated as his or her planned date of departure in the cases prescribed in clauses 5-9.02 and 5-9.03;
- b) on the date on which the letter of resignation was sent in the case prescribed in clause 5-9.04;
- c) on the date agreed to between the Board and the teacher in the case of clause 5-9.05.

**5-9.07**

Any resignation under clauses 5-9.02 to 5-9.05 shall not constitute a breach of contract by the teacher. In these cases, the Board shall renounce to institute proceedings to recover a fine imposed by the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14).

**5-9.08**

When a teacher who is on a leave of absence which terminates at the end of a school year fails to give written notice of his or her return to service prior to March 1 of that school year, failure to give notice within the specified time limits shall constitute the teacher's resignation as of the beginning of the school year of his or her return to service.

**5-9.09**

The regular teacher who does not wish to be engaged for the following school year must advise the Board in writing before March 1 preceding the expiry date of his or her engagement.

**5-9.10**

Any resignation which does not comply with the preceding clauses shall constitute a breach of contract by the teacher as of the date of his or her departure.

**5-9.11**

When the teacher does not report for work for 10 days at the post to which he or she has been assigned and does not give any valid reason for his or her absence within 10 days of the beginning of the absence, the absence shall constitute a breach of contract by the teacher as of the date of the beginning of the absence.

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<sup>1</sup> Within the meaning of clause 5-10.02



However if the teacher does not give valid reasons for his or her absence within the specified time limit because of physical or mental disability of which the burden of proof lies with the teacher, the absence cannot be considered a breach of contract by the teacher.

**5-9.12**

When a teacher who must inform the Board that a judgment has been rendered under clause 5-7.08 does not do so within the time limits specified in this clause, failure to inform the Board within the time limits shall constitute a breach of contract by the teacher as of the date on which he or she was relieved of his or her duties.

**5-9.13**

Any breach of contract by the teacher shall have the effect of allowing the cancellation of the contract of engagement at any time. Such a cancellation shall be retroactive to the date indicated in clause 5-9.10, 5-9.11 or 5-9.12.

**5-9.14**

Clause 5-9.13 shall not have the effect of prohibiting the Board from claiming damages or of rendering invalid the fine prescribed by the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14).

**5-9.15**

Except for every person for whom the Board has received a letter from the Minister explicitly tolerating his or her engagement for the current school year, the Board must, at any time, cancel for lack of legal qualifications the contract of engagement of every teacher who has not provided or who will no longer provide the proof that he or she is legally qualified. For the purpose of this clause, the Board shall renounce any claim for damages or the fine prescribed by the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14).

**5-9.16**

Article 5-7.00 shall not apply to the cases of the cancellation of a contract prescribed in this article, except for clause 5-7.10. In these cases, the Board shall notify the teacher and the Union of the cancellation of the contract by a letter sent by registered or certified mail or delivered by hand.

**5-9.17**

The Union may, for every teacher in breach of contract who has resigned under this article, validly file a grievance under Chapter 9-0.00 for any event that occurred before his or her resignation or breach of contract.

**5-10.00 INSURANCE PLANS****Section 1 General Provisions****5-10.01**

- A) The teacher employed on a full-time basis and the replacement teacher or part-time teacher shall be eligible for the health or salary insurance plan and the complementary plans as of the date prescribed until the actual date of his or her retirement.
- B) A teacher-by-the-lesson shall be eligible for the sick-leave days plan as of the date of the coming into force of the agreement.

- C) Subject to clause 5-10.12, the participation of an eligible teacher shall begin on the date the plan comes into force if he or she is in the employ of the Board on that date, if not,
- 1) as of the date foreseen for his or her entry into the service of the Board if his or her contract takes effect between the first and the last workday of the work year;
  - or
  - 2) as of the first workday of the work year if his or her contract takes effect before or on the first workday of the work year.

**5-10.02**

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

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

**5-10.03**

The term "disability" means any state of incapacity resulting from an illness, including a surgical procedure directly related to family planning, an absence related to an organ or bone marrow donation, an accident pursuant to clauses 5-10.45 to 5-10.65 or an absence prescribed in clause 5-13.19, which necessitates medical care and which renders the teacher totally incapable of performing his or her duties or the duties associated with any other similar position with comparable remuneration offered to him or her by the Board.

**5-10.04**

"Period of disability" means 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 teacher proves in a satisfactory manner that a subsequent period is due to an illness or accident in no way related to the cause of the preceding disability.

**5-10.05**

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

Notwithstanding the foregoing, in the case of alcoholism or drug addiction, the period during which the teacher is receiving treatment or medical care with a view to his or her rehabilitation, shall be recognized as a period of disability for the purpose of this article.

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<sup>1</sup> Read "8 days" instead of "35 days" if the continuous period of disability which precedes his or her return to work is equal to or less than 3 months, excluding the period between the end of a work year and the beginning of the next work year and the annual vacation periods for teachers in the adult education or vocational education sector, where applicable.

**5-10.06**

The provisions of the health insurance plan in the 2005-2010 collective agreement remain in force under the conditions stipulated therein until the date of the coming into force of the agreement. However, the policies concerning the health insurance plans and the complementary plans in effect on the date of the coming into force of the agreement shall continue to apply without any change except for the annual change in premiums until the date set by the Insurance Committee of the Centrale in accordance with this agreement.

The provisions of the salary insurance plan described in article 5-10.00 of the 2005-2010 collective agreement shall continue to apply until the coming into force of the Agreement.

**5-10.07**

The new salary insurance plan shall apply as of the date of the coming into force of the agreement, subject to clause 5-10.40.

**5-10.08**

As a result of the Board's contribution to the insurance salary benefits prescribed in this article, the full amount of the rebate allowed by Human Resources and Social Development in the case of a registered plan shall be the exclusive property of the Board.

**Section 2     Basic Health Insurance Plan and Complementary Insurance Plans****A - Basic Health Insurance Plan****5-10.09**

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

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

**5-10.10**

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

**5-10.11**

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

A teacher 65 years of age or over who is covered by the prescription drug insurance plan under the Régie de l'assurance-maladie du Québec (RAMQ) shall remain covered by the compulsory health insurance plan for benefits not covered by the RAMQ plan.

Notwithstanding clause 5-10.01, the teacher on a leave without salary or on a leave for studies shall not be covered by the plan unless, at his or her request, he or she wishes to continue to participate in the plan. In such a case, he or she must pay the total amount of the premiums due, including the Board's share.

**5-10.12**

A teacher who has refused or has 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 he or she is no longer insured as a dependent under the current group insurance plan or any other plan offering similar coverage.

When a teacher submits a request to the insurer within 30 days following termination of the coverage by virtue of which he or she was exempted, the insurance shall come into effect on the date on which his or her coverage ended. If the request is submitted 30 days after the date on which his or her coverage ended, insurance coverage shall come into effect on the first day of the complete pay period following the date on which the insurer receives the request.

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

**5-10.13**

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

- a) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- b) a guarantee to the effect that neither the factors of the retention formula nor the 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 the period concerned;
- e) no premium shall be payable for a pay period on the first day of which the teacher is not a participant; also, the premium shall be payable in full for a pay period during which the teacher's participation terminates;
- f) the rate schedule must provide that, for the teacher who receives his or her annual salary on a 10-month basis, coverage shall be granted without payment of premiums for the months of July and August to every teacher who was a participant on June 30; there is no premium adjustment in the case of a teacher who becomes a participant after September 1 or who ceases to be a participant before June 30;
- g) the insurer must forward at the same time to the Ministère and the Fédération a copy of every notice of a general nature sent to the boards or the insured;
- h) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- i) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information which may be required to test the accuracy of the retention calculation;
- j) any change in coverage and in the ensuing deduction at source for a teacher already in the employ of the Board following the birth, adoption of a first child or a change in status shall come into effect on the date of the event if the request is made to the insurer within 30 days of the event. Any change in coverage under the health insurance plan made 30 days after the event, the change shall come into effect on the first day of the complete pay period following the date on which the insurer received the request;

- k) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for a teacher already in the employ of the Board shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer;
- l) the definitions of spouse and dependent child are identical to those found in clauses 1-1.13 and 5-10.02 of the Agreement.

## **B - Complementary Insurance Plans**

### **5-10.14**

- A) The Insurance Committee of the Centrale shall determine the provisions of no more than 3 complementary personal insurance plans. The cost of these plans shall be borne entirely by the participants.
- B) Every policy must include among others:
  - 1) the provisions of subparagraphs b) to k) of clause 5-10.13;
  - 2) the participation of a new teacher eligible for a complementary plan shall take effect when the contract of engagement comes into force if the request is made within 30 days of the date on which the teacher enters the service of the Board;
  - 3) if the request is made 30 days after the date on which the teacher enters the service of the Board, the participation of a new teacher eligible for a complementary plan shall take effect on the first day of the complete pay period following the date on which the Board received the notice of acceptance from the insurer.

### **5-10.15**

If the Board has, on July 4, 2006, 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 under the provisions concerning the provincial complementary plans with the necessary changes;
- 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.

## **C - Insurance Committee of the Centrale**

### **5-10.16**

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.

### **5-10.17**

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 teachers' contribution to the plan 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 teachers by virtue of the extension to retirees be clearly identified as such.

**5-10.18**

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.

**5-10.19**

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 Fédération and the Ministère with a report on the analysis and a statement giving reasons for its choice.

**5-10.20**

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

**5-10.21**

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

**5-10.22**

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.

**5-10.23**

There can be no more than one update campaign every 3 years for all plans; the campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the modifications shall come into force on January 1 following a written notice sent to the Board at least 60 days in advance.

**5-10.24**

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 4 months and it must either 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.

**5-10.25**

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

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

#### **D - Intervention of the Board**

##### **5-10.26**

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

- a) informing new teachers;
- b) registering new teachers;
- c) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
- d) forwarding to the insurer the premiums deducted or, where applicable, received from the teacher;
- e) providing teachers with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- f) transmitting information normally required of the employer by the insurer for settling certain compensations;
- g) forwarding to the insurer the names of teachers who have indicated to the Board that they intend to retire.

##### **5-10.27**

The Ministère and the Fédération, on the one hand, and the Centrale, on the other hand, agree to set up a committee to assess the administrative problems associated with insurance plans. Moreover, any modification concerning the administration of the plans must be the subject of an agreement by the committee before it comes into effect. If the modification obliges the Board to hire supernumerary personnel or requires overtime, the costs shall be assumed by the Union.

### **Section 3     Salary Insurance Plan**

##### **5-10.28**

#### **Benefits**

- A) Subject to the provisions of this section and of clauses 5-10.45 to 5-10.65, a teacher shall be entitled for every period of disability during which he or she is absent from work to:
  - 1) up to the lesser of the number of accumulated sick-leave days or of 5 working days: payment of a benefit equal to the salary he or she would have received had he or she been at work;
  - 2) upon termination of the payment of the benefit prescribed in subparagraph 1), if applicable, but in no event before the expiry of a waiting period of 5 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: payment of a benefit equal to 75% of his or her salary;
  - 3) upon the expiry of the above-mentioned period of 52 weeks and for an additional period of up to 52 weeks: payment of a benefit equal to 66 2/3% of his or her salary.

For the purpose of calculating the benefit, the teacher's salary is the salary he or she would receive if he or she were at work, subject to clause 6-4.02, including, where applicable, premiums for regional disparities. The salary shall also include the annual supplements provided that the Board has not appointed a replacement to carry out the incumbent's duties. For other than the full-time teacher, the amount shall be reduced in proportion to his or her workload compared to the workload of a full-time teacher.

B) Gradual return to work

During a disability period, on the written recommendation of the attending physician, the Board and the teacher who has been absent for at least 12 weeks<sup>1</sup> 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:

- 1) the medical certificate must stipulate that the period of gradual return to work must be immediately followed by the teacher's return to work on a full-time basis;
- 2) the Board and the teacher, accompanied by his or her union delegate or representative if he or she so desires, shall establish the period during which the teacher will return to work on a gradual basis, which shall not exceed 12 weeks<sup>2</sup> and shall determine the time during which the teacher must work;
- 3) while at work, the teacher must be able to perform all of his or her duties according to the proportion agreed to.

During the period of gradual return to work, the teacher shall be entitled, on the one hand, to his or her salary for the proportion of the workload he or she assumes compared to the full-time teacher's workload and, on the other hand, to the benefit payable to him or her for the proportion of the workload not assumed.

Upon the termination of the period initially set for the gradual return, if the teacher is unable to return to work on a full-time basis, the Board and the teacher may agree on another period of gradual return while adhering to the other conditions prescribed in paragraph B).

The teacher's salary for the purpose of calculating the benefit is the salary rate he or she would have received had he or she been at work, subject to clause 6-4.02, including, where applicable, premiums for regional disparities. The salary shall also include the annual supplements insofar as the Board has not appointed a replacement to carry out the incumbent's duties.

C) Temporary assignment

In order to promote reintegration at work, upon the written recommendation of the attending physician, the Board and the teacher may agree on an assignment to duties compatible with his or her qualifications and experience in his or her locality of assignment. To this end, the teacher may be accompanied by his or her union representative.

The duties that the Board assigns to the teacher under the preceding paragraph are those prescribed in article 8-2.00 (general duties).

During the period of temporary assignment, the teacher shall receive the salary to which he or she would have been entitled had he or she been at work.

The temporary assignment lasts no more than 12 weeks. The disability period already begun shall continue during the period of temporary assignment without extending the maximum period of 104 weeks.

The 12 weeks cannot fall after the 80<sup>th</sup> week of disability.

<sup>1</sup> The Board and the teacher who is absent may agree, in exceptional cases, on a gradual return to work before 12 weeks.

<sup>2</sup> The Board and the teacher who is absent may agree, in exceptional cases, on a gradual return to work that extends beyond 12 weeks.



**5-10.29**

As long as benefits remain payable, including the waiting period, if any, the disabled teacher shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (TPP), the Civil Service Superannuation Plan (CSSP) or the Pension Plan of Certain Teachers (PPCT) 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 1) of paragraph A) of clause 5-10.28, he or she shall benefit from a waiver of his or her contributions to his or her pension plan (RREGOP, TPP, CSSP or PPCT) without losing his or her rights. Provisions relating to the waiver of contributions shall form 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 contract of the teacher for the sole reason of his or her physical or mental impairment as long as the latter can receive salary insurance benefits as a result of the application of clauses 5-10.28 or 5-10.45 to 5-10.65 and then of clause 5-10.41. However, the fact that a teacher does not avail himself or herself of clause 5-10.41 cannot prevent the Board from cancelling or not renewing the teacher's contract.

**5-10.30**

- A) The benefits paid under clause 5-10.28 shall be reduced by the initial amount of all disability benefits paid to a teacher under a provincial or federal law, except those paid under 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 teacher'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 received from the SAAQ and the difference is brought to the teacher's gross taxable income from which the Board shall deduct all the amounts, contributions and dues required by law and the agreement.
- C) The Board shall deduct 1/10 of a day from the bank of sick-leave days per day used under subparagraph 1) of paragraph A) of clause 5-10.28 in the case of the teacher who receives benefits from the SAAQ.
- D) As of the 61<sup>st</sup> day from the beginning of a disability, the teacher 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) (except for the Teachers Pension Plan, TPP) must, upon written request by the Board, accompanied by the appropriate forms, request such a benefit and honour all the obligations which may follow from such a request. However, the reduction of the benefit prescribed in clause 5-10.28 is made only from the moment when the teacher is recognized as eligible and effectively begins to receive the benefit prescribed by law. In the case where a benefit prescribed by a law is granted retroactively to the first day of the disability, the teacher shall undertake to reimburse the Board, as the case may be, for the portion of the benefit prescribed under clause 5-10.28 as a result of the application of paragraph A) of this clause.
- E) Every teacher who receives a disability benefit paid under 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 his or her salary insurance benefits under clause 5-10.28, 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 the organizations, in particular the SAAQ or the RRQ, which administer a disability benefit plan from which he or she receives benefits.

**5-10.31**

Benefits payable to the teacher who receives his or her annual salary on a 200-workday basis shall be adjusted to take into account the method of remuneration, namely:

- a) the amount of benefit shall be based on the portion of salary paid for the period of disability;

- b) the amount of benefit shall be nil in July and August but the weeks falling within these 2 months shall be included in the period during which benefits are payable;
- c) the teacher shall receive his or her benefits under clause 6-8.01.

However, if the number of working days included in the period or periods of disability in a single school year for which subparagraph 2) of paragraph A) of clause 5-10.28 applies is equal to or less than 95 working days, the Board must calculate, for the teacher, no later than the last day of the work year, an amount equal to 25% of 3/2600 of the annual salary applicable under clause 5-10.28 per workday for which benefits under subparagraph 2) of paragraph A) of clause 5-10.28 are paid.

If the number is greater than 95, the maximum amount to be paid shall be based on 95 days of benefits, that is, 2.74% of the applicable annual salary.

#### **5-10.32**

The payment of the benefit shall terminate at the latest on the date the teacher begins his or her retirement.

#### **5-10.33**

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the teacher 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 5-10.28 shall begin on the date of the teacher's return to work.

#### **5-10.34**

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the Board, subject, however, to the teacher providing the supporting documents required in clause 5-10.35.

#### **5-10.35**

- A) At any time, the authority designated by the Board may require that the teacher 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 teacher is absent for less than 4 days. The authority designated by the Board may also require that the teacher concerned submit to an examination in connection with any absence. The cost of the examination as well as the teacher's transportation costs when the examination requires him or her to travel more than 45 kilometres from the school where he or she teaches shall be borne by the Board.
- B) Upon the teacher'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 teacher's transportation costs when the examination requires him or her to travel more than 45 kilometres from the school where he or she teaches shall be borne by the Board. If, in this case, the opinion of the physician selected by the Board is contrary to that of the physician consulted by the teacher, the Board and the Union shall agree, within 30 days after learning of the disagreement, on the choice of a 3<sup>rd</sup> physician; failing an agreement within the specified time limit, the Board's physician and the teacher's physician shall agree as quickly as possible on the choice of a 3<sup>rd</sup> physician.
- C) Without restricting the scope of his or her mandate and while adhering to the code of ethics, the 3<sup>rd</sup> physician shall take note of the opinions of the other 2 physicians and his or her decision cannot be appealed.
- D) The Board, its designated authority and the Union must treat the medical certificates and medical examination results in a confidential manner.

**5-10.36**

When payment of benefits is refused by reason of presumed nonexistence or termination of any disability, the teacher may appeal the decision according to the regular grievance procedure.

**Section 4 Sick-leave Days****5-10.37**

- A) Where applicable, on the first day of the work year, the Board shall credit each full-time teacher in its employ covered by this article with 7 sick-leave days.

However, the teacher who is on a leave of absence without salary, a leave of absence with salary for studies or a preretirement leave or who receives the benefits prescribed in subparagraph 3) of paragraph A) of clause 5-10.28 shall be credited for a fraction of the 7 sick-leave days equal to the fraction of time he or she is in service.

However, if the teacher continues to receive the benefits prescribed in subparagraph 2) of paragraph A) of clause 5-10.28 on the first day of the work year, he or she shall, where applicable, be credited for a fraction of the 7 sick-leave days, provided he or she resumes his or her service with the Board.

- B) Moreover, in the case of a first year of service of a teacher who is not relocated under the security of employment provisions, the Board shall add a credit of 6 nonredeemable sick-leave days.

If a teacher was engaged in the course of a year and was granted fewer than 6 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 Board, to the difference between 6 days and the number of nonredeemable sick-leave days granted to him or her on the effective date of his or her engagement.

- C) Sick-leave days credited under paragraph A) may be accumulated and placed in a bank to the teacher's credit when not used during the year; notwithstanding the foregoing, the 7<sup>th</sup> sick-leave day shall not be accumulated nor placed in the bank.

- D) The sick-leave days placed in a bank to the teacher's credit under paragraph C) not used when the teacher permanently leaves the service of the Board shall then become redeemable; the teacher may be reimbursed for the sick-leave days at a rate of 1/200 of the salary applicable upon his or her departure; the prorated 1/200 of the salary applies for the fraction of day not used.

The preceding paragraph shall also apply, with the necessary changes, to the redeemable sick-leave days prescribed in the last subparagraph of paragraph A) of clause 5-10.37 of the 1995-1998 agreement.

- E) The sick-leave days credited under paragraph B) shall also be placed in the teacher's bank of sick-leave days when not used during the year they were credited.

**5-10.38**

If a teacher becomes covered by this article in the course of a school year or if he or she leaves his or her position 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 teacher is in service for half or more of the workdays contained in that month.

Nevertheless, if a teacher has used, under the agreement, some or all of the sick-leave days that the Board credited to him or her on the first day of the work year, no claim shall be made as a result of the application of this clause.

**5-10.39**

- A) In the case of a part-time teacher and a replacement teacher, clause 5-10.37 shall apply, with the necessary changes, and the number of days credited shall be reduced in proportion to his or her workload as compared to the workload of a full-time teacher.
- B) The same applies to a teacher-by-the-lesson, the number of days credited shall be reduced in proportion to his or her number of hours of teaching as compared to the workload of the full-time teacher.
- C) However, for the purposes of applying the first subparagraph of paragraph D) of clause 5-10.37, redeemable sick-leave days shall be reimbursed, when not used, to part-time teachers, teachers-by-the-lesson and replacement teachers at the end of their contract.

**5-10.40**

The teacher receiving, on the date of the coming into force of this agreement, benefits under subparagraphs 2) and 3) of paragraph A) of clause 5-10.28 of the 2005-2010 collective agreement shall continue to be governed by these provisions and by clause 5-10.31 of the 2005-2010 collective agreement for the duration of the disability period already begun, it being understood that the salary rate used to calculate his or her benefits shall be that which applies to him or her under this agreement.

**5-10.41**

- A) The teachers who benefited from redeemable sick-leave days under clause 5-10.01 b) of the 1968-1971 collective agreement shall retain their right to be reimbursed for the value of the redeemable days accumulated up to December 31, 1973, in conformity with the provisions of the previously applicable collective agreement, 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 the 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. These provisions shall not, however, change the value already set for the redeemable sick-leave days, the value of which has been determined under clause 5-10.01 a) of the 1968-1971 collective agreement.
- B) The value of redeemable days to a teacher's credit may be used to pay for the cost of buying back previous years of service as prescribed in the provisions relating to the pension plans (TPP, RREGOP and PPCT).
- C) Notwithstanding clause 5-10.42, the redeemable sick-leave days to a teacher'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 so prescribed. Similarly, the redeemable sick-leave days to a teacher'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 prescribed in article 5-13.00 or to extend the teacher's disability leave upon the termination of the benefits prescribed in subparagraph 3) of paragraph A) of clause 5-10.28 or for a preretirement leave.
- D) The teacher 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 3) of paragraph A) of clause 5-10.28 or for a leave prescribed in article 5-13.00, provided he or she has already used up his or her redeemable sick-leave days.
- E) The redeemable sick-leave days to a teacher's credit on December 31, 1973 shall be considered as having been used at that date when used under this clause and any other clause of article 5-10.00.

**5-10.42**

The teacher who, as a result of the application of clause 5-10.52 of the document annexed to Order-in-Council #3811-72, chose not to use his or her redeemable days shall be considered as retaining such a choice. However, the teacher may modify his or her choice by so advising the Board in writing.

**5-10.43**

The sick-leave days to a teacher's credit on June 30, 2011 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 days credited under clause 5-10.37 for the school year concerned;
- b) after having used up the days mentioned in subparagraph a), the redeemable days to the teacher's credit;
- c) after having used up the days mentioned in subparagraphs a) and b), the other nonredeemable days to the teacher's credit.

**5-10.44**

- A) This clause shall apply only to the teacher who, on the date of the coming into force of the agreement, participated in the survivor's pension plan payable in case of death, prior to retirement as prescribed in clause 5-11.06 of the document annexed to Order-in-Council #3811-72 and in the disability pension plan as prescribed in clause 5-11.07 of the said document.
- B) The teacher may continue to participate in these plans under the conditions prescribed therein in which case his or her contribution to these plans shall equal 0.6% of his or her salary. The right to benefits under the disability pension plan shall be acquired as of the termination of the benefits payable under the salary insurance plan prescribed in this article.
- C) The teacher may, upon written notification to the Board within 60 days of the coming into force of the agreement, choose to cease to participate in the disability pension plan and the survivor's pension plan payable in case of death.

**Section 5 Work Accidents and Occupational Diseases****5-10.45**

The provisions of this section shall apply to the teacher who suffers a work accident or who contracts an occupational disease covered by the *Act respecting industrial accidents and occupational diseases* (R.S.Q., c. A-3.001).

The teacher who suffered a work accident before August 19, 1985 and who is still absent for this reason shall remain covered by the *Act respecting industrial accidents and occupational diseases* (R.S.Q., c. A-3.001) as well as by clauses 5-10.48 to 5-10.53 of the 1983-1985 collective agreement; moreover, clauses 5-10.58 to 5-10.64 of this article shall apply to the teacher.

**5-10.46**

The provisions of this section corresponding to specific provisions of the *Act respecting industrial accidents and occupational diseases* (R.S.Q., c. A-3.001) shall apply insofar as these provisions of the law apply to the Board.

**5-10.47**

For the purposes 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 teacher, arising out of or in the course of 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 teacher is foreseeable;
- c) suitable employment: appropriate employment that allows a teacher who has suffered an employment injury to use his or her remaining ability and his or her vocational qualifications to work, employment 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 teacher, considering his or her injury;
- d) equivalent employment: employment of a similar nature to the employment held by the teacher when he or she suffered the employment injury, from the standpoint of vocational qualifications required, salary, social benefits, duration and working conditions;
- e) health establishment: a public establishment within the meaning of the *Act respecting health services and social services for the Cree Native persons* (R.S.Q., c. S-5);
- 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 teacher who suffers or contracts the injury or disease shall not be an employment injury unless it results in the teacher's death or it permanently and severely affects his or her physical or mental well-being;

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

**5-10.48**

The teacher must inform the Board of the details concerning the work accident or employment injury before leaving the establishment where he or she works, if he or she is able to do so or as soon as possible. Moreover, he or she shall give the Board a medical certificate as prescribed by law, if the employment injury which he or she suffered renders him or her unable to perform his or her duties beyond the day on which it manifested itself.

**5-10.49**

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

**5-10.50**

The teacher, who meets the Board concerning an employment injury which he or she suffered, may be accompanied by his or her union delegate or representative. In this case, the union delegate may interrupt his or her work temporarily without loss of salary, supplements or premiums for regional disparities or reimbursement after having obtained his or her principal's authorization; the authorization cannot be refused without a valid reason.

**5-10.51**

- A) The Board must immediately provide first aid to a teacher who suffered an employment injury and, wherever required, transportation to a health establishment, to a health professional or to the teacher's residence, as required by his or her condition.

- B) The cost of transportation of the teacher shall be assumed by the Board, where applicable, provided it is not assumed by another organization.
- C) The teacher who suffers an employment injury shall be entitled to receive care from the health establishment of his or her choice in Québec, insofar as the health professional of the locality to which the teacher is assigned decides to refer him or her to a health establishment outside the locality.

If the teacher is unable to express his or her choice, he or she must accept the health establishment which has been chosen for him or her but may later change for a health establishment of his or her choice under the preceding paragraph.

The teacher shall be entitled to the provisions of the 2 preceding paragraphs only once when the employment injury occurs.

#### **5-10.52**

Notwithstanding clause 5-10.35, the Board may require a teacher who has suffered an employment injury to undergo an examination by a health professional that it designates by law.

If the Board requires the teacher to undergo an examination under the preceding paragraph, it must give the teacher its reasons for doing so.

The Board shall assume the cost of the examination as well as the teacher's transportation costs.

#### **5-10.53**

The teacher who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the health insurance plan prescribed in clause 5-10.09.

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

The waiver shall no longer apply as of the consolidation of the employment injury or as of the teacher's temporary assignment as prescribed in clause 5-10.59.

#### **5-10.54**

If 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 disability due to an employment injury, the salary insurance plan prescribed in clause 5-10.28 shall apply if the teacher is still disabled within the meaning of clause 5-10.03 and, in this case, the date of the beginning of the absence is considered as the date on which the disability begins for purposes of applying the salary insurance plan, in particular, clauses 5-10.28 and 5-10.41.

#### **5-10.55**

The teacher's bank of sick-leave days shall not be reduced for those days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the date of consolidation of the employment injury for the absences prescribed in clause 5-10.65 as well as for the part of the workday on which the teacher is unable to perform his or her teaching duties because of the employment injury.

**5-10.56**

For as long as a teacher is entitled to the income replacement indemnity, under the *Act respecting industrial accidents and occupational diseases* (R.S.Q., c. A-3.001) but no later than the date of consolidation of the employment injury he or she has suffered, the teacher shall be entitled to his or her salary as if he or she were at work subject to the following provisions. His or her taxable gross salary shall be determined in the following manner: the Board shall deduct the equivalent of all amounts required by law and the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity under the *Act respecting industrial accidents and occupational diseases* (R.S.Q., c. A-3.001) and the difference shall be brought to a taxable gross salary on the basis of which the Board shall deduct all amounts, contributions and benefits required by law and the agreement.

For the purpose of this clause, the salary shall be the salary the teacher would receive if he or she were at work, including, where applicable, premiums for regional disparities and the annual supplements as long as the Board has not appointed a replacement to carry out these duties.

**5-10.57**

Subject to clause 5-10.56, the Commission de la santé et de la sécurité du travail shall reimburse the Board the amount corresponding to the income replacement indemnity it sets.

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

**5-10.58**

A teacher who is informed by his or her physician of the date of consolidation of the employment injury he or she has suffered and of the fact that he or she will retain a certain degree of functional disability, or that he or she will retain no such disability, shall pass on the information to the Board without delay.

**5-10.59**

The Board may under the law temporarily assign work to a teacher until he or she is again able to carry on his or her employment or until he or she becomes able to carry on suitable employment, even if his or her employment injury has not consolidated.

**5-10.60**

Once the teacher's employment injury has consolidated, he or she shall resume his or her duties subject to the provisions concerning movement of personnel. If the position is abolished, the teacher shall be entitled to the benefits he or she would have had had he or she been at work.

**5-10.61**

A teacher, although he or she is unable to resume his or her duties because of an employment injury, but who may use his or her remaining ability and qualifications to work, shall be entitled to hold, under clause 5-10.62, an equivalent position or a suitable available position which the Board intends to fill provided that the teacher is able to do so.

**5-10.62**

The exercise of the right mentioned in clause 5-10.61 shall be subject to the following terms and conditions:

a) If it involves a regular teaching position:

in applying clause 5-3.22, the teacher shall be considered as a teacher on availability; however, the Board and the Union may agree by means of an ad hoc agreement on a particular movement of personnel relating to the teacher.



- b) If it involves another position:
- the teacher shall apply for the position in writing;
  - the teacher has more seniority than the other teachers or persons concerned;
  - the teacher has the required qualifications and meets the other requirements determined by the Board;
  - the applicable agreement so allows.
- c) The teacher's right can be exercised only during the 2 years immediately following the beginning of his or her absence or during the year following the consolidation date according to the more remote date.

**5-10.63**

The teacher who obtains a position referred to in clause 5-10.61 shall benefit from an adaptation period of 30 workdays; at the end of the specified period, the teacher can only keep the position if the Board deems that he or she is able to perform his or her duties adequately. In this case, he or she shall be considered as not having exercised the right prescribed in clause 5-10.61 and may again benefit from this clause.

**5-10.64**

The teacher who obtains a position referred to in clause 5-10.61 shall receive the salary related to his or her new position, notwithstanding any provision to the contrary.

**5-10.65**

Once the teacher who has suffered an employment injury returns to work, the Board shall pay the teacher his or her salary, supplements and the premiums for regional disparities to which he or she is entitled, where applicable, for each day or part of day during which the teacher 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.

**5-11.00 REGULATIONS REGARDING ABSENCES****5-11.01**

In all cases of absence, the teacher concerned must notify his or her principal beforehand of his or her departure and return according to the regulations established by the Board, except in cases where this is an impossibility.

**5-11.02**

The teacher must not, in any way, use his or her leave of absence for purposes other than those authorized under the agreement.

**5-11.03**

Upon his or her return, the teacher shall submit to the principal a certificate stating the reasons for his or her absence on the form, provided by the school administration, found in Appendix XIV.

**5-12.00 CIVIL RESPONSIBILITY****5-12.01**

The Board shall undertake to assume the case of every teacher (including the teacher-by-the-lesson and the casual supply teacher) whose civil responsibility might be at issue by the actual performance of his or her duties during the workday (or outside the workday when the teacher is carrying out activities expressly authorized by the principal) and shall agree to make no claim against the teacher in this respect, except if a court of law has found him or her guilty of gross negligence or serious fault.

**5-12.02**

As soon as the legal responsibility of the Board has been recognized by it or established by a court of law, the Board shall indemnify every teacher for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used or brought to school with the consent of the principal, unless the teacher has shown gross negligence which has been established by a court of law.

However, in the case of theft due to breaking and entering or of destruction due to a fire or to acts of God, the Board shall indemnify the teacher, even if the legal responsibility of the latter has not been established. The teacher who claims to be entitled to an indemnity under this clause must provide a written document supporting his or her claim.

This clause shall not apply to the loss of the teacher's documents and materials used in the preparation of classes.

**5-12.03**

In the event that the loss, theft or destruction is already covered by insurance held by the teacher, the compensation paid shall be equal to the loss actually incurred by the teacher.

**5-13.00 PARENTAL RIGHTS****Section 1 General Provisions****5-13.01**

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

**5-13.02**

Compensation for maternity leave, paternity leave or adoption leave shall be paid only as a supplement to parental insurance benefits or Employment Insurance benefits, as the case may be, or, as payments during a period of absence for which the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP) provides no benefit.

However, the benefits for maternity leave, paternity leave or adoption leave shall be paid only during the weeks the teacher receives QPIP or EIP benefits, or would receive after submitting an application.

In the case where the teacher shares the adoption or parental benefits prescribed by the QPIP or the EIP with his or her spouse, compensation shall be paid only if the teacher actually receives a benefit from one of these plans during the maternity leave, the paternity leave or the adoption leave.

**5-13.03**

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

**5-13.04**

The Board shall not reimburse a teacher for an amount that could be claimed from the teacher by the Minister of Employment and Social Solidarity under the *Act respecting parental insurance* (R.S.Q., c. A-29.011).

Moreover, the Board shall not reimburse a teacher for an amount that could be claimed from the teacher by Human Resources and Skills Development Canada (HRSDC) under the *Employment Insurance Act* (S.C. 1996, c. 23).

The basic weekly salary<sup>1</sup>, the deferred basic weekly salary<sup>1</sup> and severance payments shall not be increased or decreased by the amounts received under the QPIP or the EIP.

**Section 2     Maternity Leave****5-13.05**

- A) The maternity leave of a pregnant teacher eligible for QPIP benefits is 21 weeks which, subject to clause 5-13.07, must be taken consecutively.

The maternity leave of a pregnant teacher eligible for EIP benefits is 20 weeks which, subject to clause 5-13.07, must be taken consecutively.

The maternity leave of a pregnant teacher who is ineligible for QPIP or EIP benefits is 20 weeks which, subject to clause 5-13.07, must be taken consecutively.

- B) A teacher who becomes pregnant while on leave without salary or part-time leave without salary prescribed in this article is also entitled to maternity leave as defined in paragraph A) and to the allowances prescribed in clause 5-13.09, 5-13.10 or 5-13.11, as the case may be.
- C) Where the teacher's spouse dies, the remainder of the maternity leave and the rights and benefits attached thereto shall be transferred to the teacher.
- D) Where there is a miscarriage after the beginning of the 20<sup>th</sup> week preceding the expected date of delivery, the teacher is also entitled to the maternity leave as defined in paragraph A).

**5-13.06**

The distribution of maternity leave, before and after delivery, shall be decided by the teacher and shall include the day of delivery. However, the leave of the teacher eligible for QPIP benefits shall be concurrent with the period during which benefits are paid under the *Act respecting parental insurance* (R.S.Q., c. A-29.011) and must begin no later than the week following the start of QPIP benefit payments.

**5-13.07**

- A) A teacher may suspend her maternity leave and return to work if she has sufficiently recovered from delivery and the child is unable to leave the health institution. It shall be completed when the child is brought home.

Moreover, when a teacher has sufficiently recovered from delivery but the child is hospitalized after leaving the health institution, the teacher may suspend her maternity leave, after agreement with the Board, and return to work for the period during which the child is hospitalized.

- B) Upon the teacher's request, a maternity leave may be divided into weeks if her child is hospitalized or the teacher must be absent due to circumstances other than an illness related to her pregnancy as described in sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

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<sup>1</sup> For the purposes of this article, "salary" means the teacher's regular salary including the supplements prescribed in article 6-6.00 but excluding others, and without any additional remuneration even for the monetary compensations prescribed in Chapter 8-0.00.

The maximum number of weeks during which the maternity leave may be suspended corresponds to the number of weeks of the child's hospitalization. For other possibilities of division, the maximum number of weeks during which the maternity leave can be suspended is that which is prescribed in the *Act respecting labour standards* (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the teacher is considered on leave without salary and shall not receive any allowances or benefits from the Board. The teacher is entitled to the benefits prescribed in clause 5-13.28 during this period.

- C) When the teacher resumes the maternity leave suspended or divided under paragraphs A) and B) of this clause, the Board shall pay the teacher the allowance to which she would have been entitled had she not availed herself of the suspension or division for the number of weeks remaining under clause 5-13.09, 5-13.10 or 5-13.11, as the case may be, subject to clause 5-13.02.

### 5-13.08

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

Less than 2 weeks notice may be given if a medical certificate attests that the teacher must stop working earlier than expected. In case of unforeseen events, the teacher shall not be required to give notice, subject to submitting a medical certificate to the Board stating it is necessary to stop working immediately.

### 5-13.09 Cases Eligible for the Québec Parental Insurance Plan

- A) A teacher who has accumulated 20 weeks of service<sup>1</sup> and who is eligible for QPIP benefits, is also entitled to receive, during her 21 weeks of maternity leave, a benefit equal to:

The payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by the maternity or parental benefit under the QPIP she is receiving for each period or would receive after submitting an application for benefits and also reduced by 7%<sup>2</sup> of 1/200 of the annual salary for each workday, defined under article 8-3.00, scheduled during those weeks.

The allowance is based on the QPIP benefits to which a teacher 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* (R.S.Q., c. A-29.011).

However, if there is a change to the QPIP benefits following a modification to the information provided by the Board, the latter shall correct the benefit amount accordingly.

A teacher who works for more than one employer shall receive an allowance equal to the difference between 93% of the basic salary paid by the Board and the amount of the QPIP benefit corresponding to the proportion of the basic weekly salary paid by the Board compared to the total basic weekly salaries paid by all the employers. For that purpose, the teacher shall submit to each of her employers a statement of the weekly salary paid by each employer, together with the amount of benefits payable under the *Act respecting parental insurance* (R.S.Q., c. A-29.011).

- B) The Board may not offset, by the allowance that it pays to the teacher on maternity leave, the reduction in the QPIP benefits attributable to the salary earned from another employer.

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<sup>1</sup> A teacher on a leave shall accumulate service if her leave is authorized, in particular, in the case of a disability, and shall receive a benefit or remuneration.

<sup>2</sup> 7%: this percentage is based on the fact that a teacher, during maternity leave, is exempt from making contributions to the pension plans, to the QPIP and the EIP equivalent, on average, to 7% of her salary.

Notwithstanding the provisions of the preceding paragraph, the Board shall pay the compensation if the teacher proves that the salary earned from another employer is usual salary by means of a letter to that effect from the employer paying it. If the teacher proves to the Board that only part of the salary earned from another employer is usual, compensation shall be limited to that part.

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

- C) The total amounts received by the teacher during her maternity leave as QPIP benefits, allowances and salary cannot exceed 93% of the basic weekly salary paid by her employer or, where applicable, her employers (including the Board).

**5-13.10 Cases Ineligible for the Québec Parental Insurance Plan but Eligible for the Employment Insurance Plan:**

- A) A teacher who has accumulated 20 weeks of service<sup>1</sup> and who is eligible for EIP benefits but is not eligible for QPIP benefits is entitled to receive during her maternity leave:

- 1) For each week of the waiting period prescribed by the EIP, the Board shall pay the teacher an allowance equal to:

the payment of salary prescribed for this period under clause 6-8.01 that the teacher would have received had she been at work, reduced by 7%<sup>2</sup> of 1/200 of the annual salary for each workday, defined under article 8-3.00, scheduled during those weeks.

- 2) For each week following the period prescribed in the preceding subparagraph 1), up to the end of the 20<sup>th</sup> week of maternity leave, the Board shall pay the teacher an allowance calculated as follows:

The payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by the amount of maternity or parental benefit under the EIP she is receiving for each period or would receive upon request and also reduced by 7%<sup>2</sup> of 1/200 of the annual salary for each workday, defined under article 8-3.00, scheduled during those weeks.

The benefit is based on the Employment Insurance benefits a teacher is entitled to receive without taking into account the amounts subtracted from those benefits in reimbursement of benefits, interest, penalties and other amounts recoverable under the EIP.

However, if there is a change to the EIP benefits following a modification to the information provided by the Board, the latter shall correct the benefit amount accordingly.

A teacher who works for more than one employer shall receive an allowance equal to the difference between 93% of the basic salary paid by the Board and the amount of the Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid by the Board compared to the total basic weekly salaries paid by all the employers. For that purpose, the teacher shall submit to each of her employers a statement of the weekly salary paid by each employer, together with the amount of benefits paid by HRSDC.

Moreover, should HRSDC reduce the number of weeks of Employment Insurance benefits to which the teacher would have been entitled had she not received Employment Insurance benefits before her maternity leave, the teacher shall continue to receive, for a period equivalent to the weeks subtracted by HRSDC, the allowance prescribed in the 2<sup>nd</sup> paragraph of subparagraph 2) as if the teacher had received Employment Insurance benefits during that period.

<sup>1</sup> A teacher on leave shall accumulate service if her leave is authorized, in particular, in the case of a disability, and shall receive a benefit or remuneration.

<sup>2</sup> 7%: this percentage is based on the fact that a teacher, during maternity leave, is exempt from making contributions to the pension plans and to the EIP equivalent, on average, to 7% of her salary.

- B) Paragraphs B) and C) of clause 5-13.09 apply with the necessary changes.

**5-13.11 Cases Ineligible for Both the Québec Parental Insurance Plan and the Employment Insurance Plan**

A teacher excluded from receiving QPIP and EIP benefits shall also be excluded from receiving any compensation prescribed in clauses 5-13.09 and 5-13.10. However:

- A) Full-time teacher

A full-time teacher who has accumulated 20 weeks of service and who does not receive any benefits under a parental rights plan established by another province or territory is entitled to receive, for a period of 12 weeks, a benefit equal to:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by 7% of 1/200 of the annual salary for each workday, defined under article 8-3.00, scheduled during those weeks.

- B) Part-time or replacement teacher

A part-time teacher or replacement teacher who has accumulated 20 weeks of service and who does not receive any benefits under a parental rights plan established by another province or territory is entitled to receive, for a period of 12 weeks, a benefit calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had she been at work, reduced by 7% of 1/200 of the prorated annual salary for each workday, defined under article 8-3.00, scheduled during those weeks and for which she should have been at work.

**5-13.12 In the Cases Prescribed in Clauses 5-13.09, 5-13.10 and 5-13.11**

- A) No allowance may be paid during a period of vacation for which the teacher is paid.
- B) In the case of a teacher eligible for QPIP benefits, the allowance owing shall be paid at 2-week intervals, the first payment being due, only 15 days after the Board obtains proof that she is receiving QPIP benefits. For purposes of this paragraph, a statement of benefits, a stub and information provided by the Ministry of Employment and Social Solidarity in an official statement shall be considered proof.

In the case of a teacher eligible for EIP benefits, the allowance owing for the first 2 weeks shall be paid by the Board in first 2 weeks of the leave. The allowance owing after that date shall be paid at 2-week intervals, the first payment being due, in the case of a teacher eligible for EIP benefits, only 15 days after the Board obtains proof that she is receiving Employment Insurance benefits. For purposes of this paragraph, a statement of benefits, a stub and information provided by HRSDC to the employer in an official statement shall be considered proof.

- C) Service shall be calculated with all the employers in the public and parapublic sectors (education, public service, health and social services), health and social services agencies, all bodies for which, by law, the standards and salary scales are determined in accordance with the provisions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body listed in Schedule C of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2).

Moreover, the requirement of 20 weeks' service under clauses 5-13.09, 5-13.10 and 5-13.11 shall be deemed to have been met, where applicable, when the teacher has satisfied that requirement with any of the employers mentioned in paragraph C).

- D) Payment of maternity leave benefits owing to a teacher nonreengaged because of surplus of personnel shall end on the date of the nonreengagement.

Subsequently, in the case where the teacher nonreengaged because of surplus of personnel is reengaged by her Board, the maternity leave benefit shall be reestablished as of the date of the reengagement.

In this case, the weeks for which the teacher received maternity leave benefits before her nonreengagement as well as the weeks included between her nonreengagement and reengagement shall be deducted from the number of weeks to which she is entitled under clauses 5-13.09, 5-13.10 or 5-13.11, as the case may be, and the maternity leave benefit shall be re-established for the number of weeks remaining under those clauses.

The teacher cannot carry forward the 4 weeks' vacation prescribed in clause 5-13.13.

- E) The basic salary of the part-time or replacement teacher shall be established under clause 6-7.01.

### **5-13.13**

During maternity leave and for the extensions prescribed in clause 5-13.14, a teacher shall receive, the following benefits, provided she is normally entitled to them:

- life insurance;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for employment security purposes;
- accumulation of service for probation purposes;
- right to apply for a posted position and to obtain it in accordance with the provisions of the agreement as if she were at work.

A teacher may postpone up to 4 weeks' annual vacation if such vacation falls during her maternity leave and if she sends the Board a written notice, not later than 2 weeks before the expiry of the leave, the postponement date. Unless there is an agreement to the contrary with the Board, the maximum period of 4 weeks shall immediately follow the maternity leave. The provisions of this clause apply during the 4 weeks of postponed vacation. If the Christmas holidays fall during this 4-week period, they shall not be counted in the 4-week period.

However, when the teacher on maternity leave receives QPIP or EIP, for one or more weeks included in her annual vacation period, an amount equal to that she has thus received shall be deducted (if not already done) in equal parts from the salary payments foreseen for the period of postponed vacation.

### **5-13.14**

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

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

During the extensions, the teacher is considered on leave without salary and shall not receive any allowances or benefits. During those extensions, the teacher is entitled to the benefits prescribed in clause 5-13.13 during the first 6 weeks and, subsequently, in clause 5-13.28.

### **5-13.15**

Maternity leave may be for a shorter period than that prescribed in clause 5-13.05. A teacher who returns to work within 2 weeks of the birth must, at the Board's request, submit a medical certificate attesting that she has sufficiently recovered to return to work.

**5-13.16**

In the 4<sup>th</sup> week before the end of a maternity leave, the Board must send the teacher a notice indicating the date of expiry of the leave.

The teacher to whom the Board has sent such a notice must report for work on the date of expiry of the maternity leave, unless the leave is extended in the manner prescribed in clause 5-13.27.

A teacher who does not comply with the preceding paragraph shall be deemed to be on leave of absence without salary for a period not exceeding 4 weeks. The teacher who does not report for work at the end of that period is deemed to have resigned.

**5-13.17**

Upon returning from maternity leave, the teacher shall be reinstated in her position. If the position has been abolished, the teacher is entitled to the benefits she would have received had she been at work at that time.

**Section 3 Special Pregnancy and Breastfeeding Leaves****5-13.18 Temporary Assignment and Special Leave**

- A) A teacher may request to be assigned temporarily to another position that is permanently vacant or temporarily unoccupied in the same class of employment or, if she agrees and subject to the provisions of the applicable collective agreements, in another class of employment, in the following cases:
- 1) she is pregnant and her working conditions involve risks of infectious diseases or physical dangers for her or her unborn child;
  - 2) her working conditions involve dangers for the child whom she is breastfeeding;
  - 3) she works regularly at a cathode-ray screen.

- B) The teacher must submit a medical certificate to that effect as soon as possible.

When the Board receives a request for a preventive reassignment, it shall immediately inform the Union of the name of the teacher and the reasons supporting the request for preventive reassignment.

- C) A teacher assigned to another position shall retain the rights and benefits related to her regular position.
- D) If she is not immediately reassigned, the teacher is entitled to special leave beginning immediately. Unless a temporary assignment occurs subsequently to put an end to the special leave, the special leave ends, for a teacher who is pregnant, on the date of delivery and, for a teacher who is breastfeeding, at the end of the period of breastfeeding. However, for a teacher eligible for benefits payable under the *Act respecting parental insurance* (R.S.Q., c. A-29.011), the special leave shall end the 4<sup>th</sup> week prior to the expected date of delivery.
- E) During the special leave prescribed in this clause, compensation is governed by the provisions of the *Act respecting occupational health and safety* (R.S.Q., c. S-2.1) concerning preventive reassignment of pregnant or breastfeeding workers.
- F) However, upon a written request to that effect, the Board shall pay the teacher an advance on the allowance receivable, calculated on the basis of the payment anticipated. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made at the rate of 30% of the salary payable per pay period, until the debt is fully paid.

However, if the teacher exercises the right to apply for a review of the CSST decision or to contest the decision before the Commission des lésions professionnelles, reimbursement may not be claimed before the administrative review of the CSST or, where applicable, the decision of the Commission des lésions professionnelles has been made.



- G) In addition to the preceding provisions, at the teacher's request, the Board must study the possibility of temporarily changing the duties, without losing any rights, of the teacher working with a cathode-ray screen so as to reduce her working time at the cathode-ray screen to a maximum of 2 hours per half day and of assigning her to other duties she is reasonably capable of performing for the remainder of her working time.

#### **5-13.19 Other Special Leaves**

A teacher is also entitled to a special leave in the following cases:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; the special leave cannot be extended beyond the beginning of the 4<sup>th</sup> week before the expected date of delivery;
- b) upon presentation of a medical certificate prescribing the duration when a natural or induced miscarriage occurs before the beginning of the 20<sup>th</sup> week preceding the expected date of delivery;
- c) for medical examinations related to the pregnancy carried out by a health professional and attested to by a medical certificate or a written report signed by a midwife; as regards the examinations, the teacher shall be granted a special leave without loss of salary or premiums for regional disparities for a maximum of 4 days which may be taken in half days.

#### **5-13.20**

During the special leaves granted under this section, the teacher is entitled to the benefits prescribed in clause 5-13.13, provided she is normally entitled to them, and in clause 5-13.17. A teacher covered by paragraphs a), b) and c) of clause 5-13.19 may opt for the benefits under the sick-leave plan or the salary insurance plan. In the case of paragraph c) of clause 5-13.19, the teacher must first have exhausted the 4 days prescribed.

### **Section 4 Paternity Leaves**

#### **Leave for the Birth of a Child**

#### **5-13.21**

- A) A teacher shall be entitled to leave with salary for a maximum of 5 working days for the birth of his child. The teacher shall also be entitled to such 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. This leave may be taken discontinuously and must be taken between the beginning of the actual delivery and the 15<sup>th</sup> day after the mother or child returns home. One of these 5 days may be taken for the child's christening or registration.

The teacher shall notify the Board as soon as possible of the date on which he plans to take the paternity leave.

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

#### **Paternity Leave**

- B) Upon the birth of his child, a teacher shall also be entitled to a paternity leave of no more than 5 weeks which, subject to paragraphs F) and G), must be taken consecutively. This leave must end no later than at the end of the 52<sup>nd</sup> week following the week of the child's birth.

This leave is granted upon written request submitted at least 3 weeks in advance. This time limit can be reduced if the birth occurs before the due date.

The leave of the teacher eligible for QPIP or EIP benefits shall be concurrent with the period during which benefits are paid under one of these plans and must begin no later than the week following the start of such benefit payments.

The request shall indicate the date of expiry of the leave.

The teacher must report for work on the date of expiry of the leave unless the leave is extended under clause 5-13.27.

A teacher who does not comply with the preceding paragraph is deemed to be on leave of absence without salary for no more than 4 weeks. If a teacher does not report for work at the end of that period, he is deemed to have resigned.

A female teacher whose spouse gives birth shall also be entitled to this leave if she is deemed to be one of the child's mothers.

- C) 1) During the paternity leave prescribed under paragraph B) of this clause, the teacher eligible for QPIP benefits is entitled to receive benefits calculated as follows:
- the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had he been at work, reduced by the amount of QPIP benefits he is receiving or would receive upon request.
- 2) During the paternity leave prescribed in paragraph B) of this clause, the teacher eligible for EIP benefits is entitled to receive benefits calculated as follows:
- the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had he been at work, reduced by the amount of EIP benefits he is receiving or would receive upon request.
- 3) The 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> subparagraphs of paragraph A) of clause 5-13.09 and subparagraph 2 of paragraph A) of clause 5-13.10, as the case may be, and paragraphs B) and C) of clause 5-13.09 apply to the preceding 2 subparagraphs by making the necessary changes.
- D) A teacher who is ineligible for paternity benefits under the QPIP or parental benefits under the EIP shall receive during the paternity leave provided for in paragraph B) of this clause a benefit equal to his salary for each period prescribed under clause 6-8.01 that he would have received had he been at work.
- E) Paragraphs A), B), D) and E) of clause 5-13.12 shall apply to the teacher who is receiving benefits under paragraphs C) or D) of this clause by making the necessary changes.
- F) When the child is hospitalized, the teacher may interrupt his paternity leave, upon agreement with the Board, and return to work for the duration of the hospitalization.
- G) At the teacher's request, a paternity leave may be divided into weeks if his child is hospitalized or the teacher must be absent due to circumstances referred to in sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

The maximum number of weeks during which the paternity leave is suspended corresponds to the number of weeks of the child's hospitalization. For other possibilities of division, the maximum number of weeks during which the paternity leave can be suspended is that which is prescribed in the *Act respecting labour standards* (R.S.Q., c. N-1.1).

During such a period, the teacher is considered on leave without salary and shall not receive any allowances or benefits from the Board. The teacher is entitled to the benefits prescribed in clause 5-13.28 during those suspensions.

- H) When the teacher resumes the suspended or divided paternity leave under paragraphs F) and G) of this clause, the Board shall pay the teacher the allowance to which he would have been entitled had he not availed himself of the suspension or division for the number of weeks remaining under paragraph B) of this clause, subject to clause 5-13.02.
- I) A teacher who, before the expiry date of his paternity leave, sends his Board a notice accompanied by a medical certificate attesting that the state of health of the child requires it, is entitled to extend his paternity leave for the duration indicated in the medical certificate.

During the extended leave, the teacher is considered on leave without salary and shall not receive any allowances or benefits from the Board. The teacher is entitled to the benefits prescribed in clause 5-13.28 during that period.

- J) A teacher who avails himself of one of the leaves under paragraphs A) or B) is entitled to the benefits under clause 5-13.13, providing he is normally entitled to them, and to clause 5-13.17.

## **Section 5 Adoption Leave**

### **Leave at the Time of Adoption**

#### **5-13.22**

A teacher shall be entitled to a leave with salary for a maximum of 5 working days for the adoption of a child other than the child of his or her spouse. The leave may be discontinuous but it may not be taken more than 15 days following the child's arrival home. One of these 5 days may be taken for the child's christening or registration.

The teacher shall notify the Board as soon as possible of the date on which he or she plans to take the leave.

#### **5-13.23**

A teacher who adopts his or her spouse's child shall be entitled to a maximum of 5 working days of leave, of which only the first 2 shall be paid. The leave may be discontinuous but it may not be taken more than 15 days following the filing of the application for adoption.

### **Adoption Leave**

#### **5-13.24**

- A) A teacher who legally adopts a child, other than his or her spouse's child, is entitled to a maximum of 5 weeks of adoption leave which, subject to paragraphs D) and E), must be taken consecutively. The leave must end at the latest at the end of the 52<sup>nd</sup> week of the child's arrival home.

This leave is granted upon a written request submitted at least 3 weeks in advance.

The request shall indicate the expiry date of the leave.

The teacher must report for work on the expiry date of the leave unless the leave is extended under clause 5-13.27.

A teacher who does not comply with the preceding paragraph is deemed to be on leave without salary for no more than 4 weeks. If a teacher does not report for work at the end of that period, he or she is deemed to have resigned.

The leave of a teacher eligible for QPIP or EIP shall be taken simultaneously with the period during which benefits granted from one of these plans are paid and must begin no later than the week following the start of such benefit payments.

The leave of a teacher who is ineligible for QPIP or EIP benefits 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.

- B) 1) During the adoption leave prescribed in paragraph A) of this clause, a teacher eligible for QPIP benefits is entitled to receive benefits calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had he or she been at work, reduced by the amount of EIP benefits he or she is receiving.

- 2) During the adoption leave prescribed in paragraph A) of this clause, the teacher eligible for EIP benefits is entitled to receive benefits calculated as follows:

the payment of salary prescribed for each period under clause 6-8.01 that the teacher would have received had he or she been at work, reduced by the amount of EIP benefits he or she is receiving or would receive upon request.

- 3) The 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> subparagraphs of paragraph A) of clause 5-13.09 or the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> paragraphs of subparagraph 2) of paragraph A) of clause 5-13.10, as the case may be, and paragraphs B) and C) of clause 5-13.09 apply to this clause by making the necessary changes.
- C) A teacher who is ineligible for adoption benefits under the QPIP or parental benefits under the EIP who adopts a child other than the child of his or her spouse shall receive, during the adoption leave provided for in paragraph A) of this clause, a benefit equal to his or her salary prescribed for each period under clause 6-8.01 that the teacher would have received had he or she been at work.
- D) If the child is hospitalized, the teacher may suspend his or her adoption leave, after agreement with the Board and return to work for the period during which the child is hospitalized.
- E) At the teacher's request, an adoption leave may be divided into weeks if his or her child is hospitalized or if the teacher must be absent for circumstances referred to in sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

The maximum number of weeks during which the adoption leave is suspended corresponds to the number of weeks of the child's hospitalization. For other possibilities of division, the maximum number of weeks during which the adoption leave can be suspended is that which is prescribed in the *Act respecting labour standards* (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the teacher is considered on leave without salary and shall not receive any allowances or benefits from the Board. The teacher is entitled to the benefits prescribed in clause 5-13.28 during this period.

- F) When the teacher resumes the adoption leave suspended or divided under paragraphs D) and E) of this clause, the Board shall pay the teacher 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 A) of this clause, subject to clause 5-13.02.
- G) A teacher who forwards to the Board, prior to the expiry date of his or her adoption leave, a notice accompanied by a medical certificate attesting that the health of his or her child so requires, is entitled to an extended adoption leave. The duration shall be specified in the medical certificate.

During the extended leave, the teacher is considered on leave without salary and shall not receive any allowances or benefits from the Board. The teacher is entitled to the benefits under clause 5-13.28 during this period.

### 5-13.25

- A) A teacher who avails himself or herself of one of the leaves under clauses 5-13.22, 5-13.23 or 5-13.24 is entitled to the benefits under clause 5-13.13, providing he or she is normally entitled to them, and to clause 5-13.17.
- B) Paragraphs A), B), D) and E) of clause 5-13.12 shall apply to the teacher entitled to the benefits under paragraphs B) or C) of clause 5-13.24 by making the necessary changes.

**Leave Without Pay for Adoption Purposes****5-13.26**

A teacher is entitled to a leave of absence without salary of a maximum duration of 10 weeks to adopt a child, other than the spouse's child, beginning on the date when full legal responsibility for the child is assumed. This leave is granted upon written request submitted at least 2 weeks in advance.

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

However, the leave ends no later than the week following the start of QPIP benefit payments and the provisions of paragraph A) of clause 5-13.24 apply.

During this leave without salary, the teacher is entitled to the benefits prescribed in clause 5-13.28.

**Leave Without Salary and Part-time Leave Without Salary****5-13.27**

A teacher who wishes to extend a maternity leave, a teacher who wishes to extend a paternity leave and a teacher who wishes to extend his or her adoption leave may avail himself or herself of one of the 5 options listed hereinafter, under the conditions stipulated therein:

- a) a leave under clause 5-10.41;  
or
- b) a full-time leave without salary:
  - 1) until the end of the current school year, if he or she so requests;
  - 2) for the following complete school year if the teacher took the leave prescribed in the preceding subparagraph 1), if he or she so requests;
  - 3) for a second complete school year if the teacher took the leave prescribed in the preceding subparagraph 2), if he or she so requests;or
- c) a full-time leave of absence without salary up to a maximum of 52 continuous weeks, beginning on the date chosen by the teacher and ending no later than 70 weeks after the birth or, in the case of an adoption, 70 weeks after full legal responsibility is assumed for the child;  
or
- d) a leave of absence without salary for part of a year for a maximum period of 2 years; unless there is an agreement to the contrary between the Board and the teacher, the teacher shall, during this leave, have the choice of working or not:
  - 1) for each complete period where the starting date coincides with the beginning of the work year and the end coincides with the last workday in December;
  - 2) for each complete period where the starting date coincides with the first workday in January and the end coincides with the last workday in June;
  - 3) for the period included between the beginning of the leave of absence without salary and the last workday in December, if the leave without salary is taken between the beginning of the work year and the last workday in December, or for the period included between the beginning of the leave without salary and the last workday in June, if the leave without salary is taken between the first workday in January and the last workday in June.

A leave of absence without salary which includes 4 periods as defined in subparagraphs 1), 2) and 3) is considered a 2-year leave;

or

- e) a partial leave without salary; unless there is an agreement to the contrary between the Board and the teacher, the following terms and conditions apply:
- 1) the leave begins between December 31 and July 1:
    - until the end of the current work year, the teacher shall either work on a full-time basis or take a full-time leave without salary;
    - for the following complete work year, the teacher is entitled, during the entire year, to a leave without salary for part of the week determined by the Board:
      - i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately 50% of the workload;
      - ii) for the preschool teacher: mornings or afternoons;
      - iii) for every other teacher: 5 half-days per week;
    - for a second complete work year, the teacher is entitled to a partial leave without salary under the same conditions as for the first complete work year;
  - 2) the leave begins between June 30 and the first workday of the school year:
    - for the following complete work year, the teacher is entitled, during the entire year, to a leave without salary for part of the week determined by the Board:
      - i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately 50% of the workload;
      - ii) for the preschool teacher: mornings or afternoons;
      - iii) for every other teacher: 5 half-days per week;
    - for a second complete work year, the teacher is entitled to a partial leave without salary under the same conditions as for the first complete work year;
  - 3) the leave begins between the first workday of the school year and January 1:
    - until the end of the current work year, the teacher shall either work on a full-time basis or take a full-time leave without salary;
    - for the following complete work year, the teacher is entitled, during the entire year, to a leave without salary for part of the week determined by the Board:
      - i) for the secondary-level teacher and the preschool and elementary-level specialist: a fixed period of time in his or her timetable equal to approximately 50% of the workload;
      - ii) for the preschool teacher: mornings or afternoons;
      - iii) for every other teacher: 5 half days per week;
    - for a second complete work year, the teacher is entitled to a full-time leave without salary.
- f) The leaves prescribed in subparagraphs a), b), d) and e) must be taken immediately after the maternity leave, the paternity leave or the adoption leave.

The paternity leave under paragraph B) of clause 5-13.21 or the leave for adoption under paragraph A) of clause 5-13.24 may be extended in accordance with one of the options under subparagraph b), d) or e) of this clause up to the 125<sup>th</sup> week following the birth or the child's arrival at home. However, if the end of the leave does not coincide with the first workday of a school year or with January 1, the leave shall end on the day preceding the first workday of the school year or the January 1<sup>st</sup> preceding the 125-week limit.

However, if the paternity leave under paragraph B) of clause 5-13.21 or the leave for adoption under paragraph A) of clause 5-13.24 is immediately following the leave at the time of birth under paragraph A) of clause 5-13.21 or the leave for adoption under clause 5-13.22, the 125-week limit under the preceding paragraph shall not apply.

- g)
  - 1) The full-time leaves of absence prescribed in subparagraphs a), b) and c) of this clause shall be granted upon written request submitted at least 3 weeks in advance;
  - 2) the leave of absence without salary prescribed in subparagraph d) of this clause shall be granted upon written request submitted at least 3 weeks in advance and shall specify the schedule of the leave for the first year. The schedule for the second year of the leave must be specified in writing at least 3 months before the beginning of the second year;
  - 3) in the case of the leaves prescribed in subparagraphs a), c) and d) of this clause, the request must specify the date of return to work;
  - 4) the leave of absence without salary prescribed in subparagraph e) of this clause shall be granted upon written request submitted at least 3 weeks in advance;
  - 5) the partial leave of absence without salary prescribed in subparagraph e) of this clause shall be granted upon written request submitted before the preceding June 1.
- h) A teacher who has been notified 4 weeks in advance by the Board of the date of expiry of a leave without salary must give advance notice of his or her return to work at least 2 weeks before expiry of the said leave. Failing this, the teacher shall be deemed to have resigned.

A teacher who wishes to end a leave of absence granted under subparagraph a), b) or e) of this clause before its scheduled expiry may only do so for exceptional reasons and with the Board's consent. The Board and the Union concerned may agree on the terms and conditions of the return.

A teacher who wishes to end a leave of absence granted under subparagraph c) of this clause before its scheduled expiry must submit a written notice of his or her intent to return to work at least 21 days in advance.

A teacher who wishes to end his or her leave of absence without salary for part of a year before its scheduled expiry must submit a written notice of his or her intent to return to work at least 30 days in advance.

- i) The leaves prescribed in subparagraph b), d) or e) may be changed for any one of the other 3 options only once under the following conditions:
  - the change shall take effect as of the beginning of a school year and must be requested in writing before the preceding June 1;
  - it may not extend beyond the period originally foreseen for the leave.

During one of the leaves prescribed in subparagraph b), c), d) or e) of this clause, the teacher shall maintain his or her right to use the sick-leave days under clause 5-10.41. However, such use may not have the effect of extending the period foreseen for one of the leaves.

A teacher who does not take a leave of absence without salary prescribed in subparagraph b), d) or e) of this clause may, for the portion of a leave not taken by his or her spouse, choose to take a leave of absence without salary by complying with the procedures prescribed in this article. Where applicable, the leave shall be divided over 2 immediately consecutive periods.

If the teacher's spouse is not an employee in the public and parapublic sectors, the teacher may, under the conditions stipulated, take a leave without salary prescribed in subparagraph b), d) or e) of this clause within 2 years following a birth or adoption; in all cases, the leave cannot exceed the 2 years from the birth or adoption without, however, exceeding the 2-year limit from the date of birth or adoption.

- j) Upon a teacher's request, a full-time leave of absence without salary may be divided into weeks if his or her child is hospitalized or the teacher must be absent due to circumstances described in sections 79.1 and 79.8 to 79.12 of the *Act respecting labour standards* (R.S.Q., c. N-1.1). This division is only possible before the expiry of the first 52 weeks of the leave without salary.

The maximum number of weeks during which the leave without salary may be suspended corresponds to the number of weeks of the child's hospitalization. For other possibilities of division, the maximum number of weeks during which the leave without salary can be suspended is that which is prescribed in the *Act respecting labour standards* (R.S.Q., c. N-1.1) for such a situation.

During such suspension, the teacher is considered on leave without salary and shall not receive any allowances or benefits from the Board. The teacher shall be entitled to the benefits under clause 5-13.28 during this period.

#### **5-13.28**

During leave without salary, the teacher shall accumulate seniority and retain experience. He or she shall continue to participate in the applicable basic health insurance plan provided he or she pay all the premiums.

During a leave of absence without salary for part of a year or a partial leave of absence without salary, the teacher shall accumulate seniority, shall accumulate experience as a part-time teacher and shall continue to participate in the applicable basic health insurance plan provided he or she pay all the premiums.

The teacher who takes a leave under one of the preceding paragraphs may continue to participate in the other applicable complementary insurance plans, provided he or she so request at the beginning of the leave and pay all the premiums.

Notwithstanding the preceding paragraphs, the teacher shall accumulate experience up to the first 52 weeks of a leave of absence without salary, a partial leave of absence without salary or a leave of absence without salary for part of a year.

Upon the teacher's return, he or she shall be re-assigned to his or her duties in accordance with the provisions in the Agreement.

#### **5-13.29**

Notwithstanding subparagraph f) of clause 5-13.27, if a teacher takes his or her postponed annual vacation immediately after her maternity leave, the leave without salary, the leave without salary for part of a year or partial leave without salary must be taken immediately after the postponed vacation period.

### **Leave for Parental Responsibilities**

#### **5-13.30**

- A) A leave without salary for part of a year up to a maximum of one year shall be granted to a teacher whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. The leave shall be scheduled in accordance with subparagraph d) of clause 5-13.27.

This leave is granted upon written request submitted at least 2 weeks in advance.



- B) A teacher who does not take this leave may take a leave without salary for a complete school year or a partial leave without salary for a complete school year. The partial leave without salary shall be scheduled in accordance with subparagraph e) of clause 5-13.27.

One of these leaves is granted upon a written request submitted before the preceding June 1<sup>st</sup>.

### **Miscellaneous Provisions**

#### **5-13.31**

A teacher has the right to resign without penalty for breach of contract due to maternity.

The Board shall deduct from the salary of the teacher who is not eligible for one of the maternity benefits prescribed in clauses 5-13.09 and 5-13.10, 1/260 of her annual salary for each working day during which she is absent from work due to maternity up to a maximum of 20 consecutive weeks. The teacher is not entitled to carry forward the 4 weeks of vacation prescribed in clause 5-13.13.

#### **5-13.32**

A teacher who is entitled to a premium for regional disparities under the Agreement shall receive the premium during her maternity leave prescribed in Section 2.

Notwithstanding the foregoing, the total amount of QPIP and EIP benefits, allowances and premiums received by the teacher cannot exceed 95% of his or her basic salary plus any regional disparity premium.

A teacher who is entitled to a premium for regional disparities shall receive this premium during the weeks the Board is paying benefits for his paternity leave under paragraph B) of clause 5-13.21 or for his or her adoption leave under paragraph A) of clause 5-13.24.

#### **5-13.33**

Compensation or benefits prescribed in this article that start prior to a strike or lockout shall continue to be paid during the strike or lockout.

#### **5-13.34**

If it can be established before an arbitrator that a teacher on probation has taken a maternity leave or a leave under clause 5-13.27 and that the Board has terminated her employment, it shall be up to the Board to prove that the teacher was dismissed for reasons other than for taking a maternity leave or the leave prescribed under clause 5-13.27.

### **5-14.00 SPECIAL LEAVES**

#### **5-14.01**

The teacher in service shall be entitled to certain special leaves of absence without loss of salary, supplements or premiums for regional disparities. The duration of these leaves and the events giving right to the leaves are specified in clause 5-14.02.

#### **5-14.02**

- A) In the event of the death of the teacher's spouse, child<sup>1</sup> or the spouse's child living with the teacher: 7 consecutive days, workdays or not, including the day of the funeral.

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<sup>1</sup> Including the child who is living with the teacher and for whom adoption procedures have been undertaken.

The obligation that the leave prescribed in the preceding paragraph include the day of the funeral is not applied when the teacher cannot leave the locality for reasons of inaccessible transportation. In such a case, the teacher shall leave the locality as soon as possible and the leave shall be calculated as of the date of departure.

- B) In the event of the death of the teacher's father, mother, brother or sister: 5 consecutive days, workdays or not, including the day of the funeral.

The obligation that the leave prescribed in the preceding paragraph include the day of the funeral is not applied when the teacher cannot leave the locality for reasons of inaccessible transportation. In such a case, the teacher shall leave the locality as soon as possible and the leave shall be calculated as of the date of departure.

- C) In the event of the death of the teacher's parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, granddaughter: 3 consecutive days, workdays or not, including the day of the funeral. However, the leave is extended to 5 days if the grandfather or grandmother was permanently residing with the teacher in his or her place of assignment.

The obligation that the leave prescribed in the preceding paragraph include the day of the funeral is not applied when the teacher cannot leave the locality for reasons of inaccessible transportation. In such a case, the teacher shall leave the locality as soon as possible and the leave shall be calculated as of the date of departure.

- D) The wedding or civil union of the teacher's father, mother, brother, sister, child: the day of the wedding or civil union.
- E) A change of domicile other than the one specified in article 5-3.00: the moving day; however, a teacher shall not be entitled to more than one day per year for this reason.

However, the maximum of one day per year shall be increased to 2 when at least one of the 2 moves is expressly requested by the Board.

- F) The wedding or civil union of the teacher: a maximum of 7 consecutive days, working days or not, including the day of the wedding or civil union.
- G) An annual maximum of 3 workdays to cover: any other event considered as an act of God (disaster, fire, flood, etc.) which obliges a teacher to be absent from work; any other reason which obliges the teacher to be absent from work for which the Board and the Union agree to grant permission for absence without loss of salary, supplements or premiums for regional disparities.
- H) A maximum of 2 workdays to extend the leave prescribed in clause 5-13.21 or, where applicable, in clause 5-13.24.

The additional leave shall be granted only to cover the teacher's travelling time between the locality of the Board where he or she teaches and one of the localities within or outside the Board's territory when the event occurs outside the locality of the Board where the teacher teaches.

### 5-14.03

The teacher shall benefit from one day without loss of salary, supplements or premiums for regional disparities, in addition to the number of days determined in paragraphs A), B) and C) of clause 5-14.02, if the funeral takes place at a distance greater than 240 kilometres from the teacher's place of assignment or from 2 additional days if the funeral takes place at a distance greater than 480 kilometres from the place of assignment.

The Board shall grant one day in addition to those mentioned in clause 5-14.02 to cover the events described in paragraphs A), B) and C) of clause 5-14.02.

The Board shall take into consideration any difficulties encountered by a teacher while travelling to the location of the event and while returning to his or her place of assignment.

**5-14.04**

Furthermore, the Board shall, on request, allow a teacher to be absent without loss of salary, supplements or premiums for regional disparities when:

- a) the teacher must sit for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- b) the teacher must serve in a court of law as a juror or a witness in a case in which he or she is not a party;
- c) the teacher, by order of the competent medical authority, is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) the teacher, at the specific request of the Board, undergoes a medical examination in addition to that prescribed by law.

**5-14.05**

The teacher-by-the-lesson shall be entitled to the following special leaves without loss of salary, supplements or premiums for regional disparities, where applicable:

- a) in the event of the death of his or her spouse or child<sup>1</sup>, or the spouse's child living with the teacher: 3 consecutive days, workdays or not, including the day of the funeral.
- b) in the event of the death of his or her father, mother, brother or sister: 2 consecutive days, workdays or not, including the day of the funeral.

An additional day shall be granted if the funeral takes place at a distance of more than 240 kilometres from the teacher's residence.

The Board shall grant one additional day to cover the days prescribed in this clause.

**5-14.06**

The Board may also allow a teacher to be absent without loss of salary, supplements or premiums for regional disparities for any other reason not prescribed in this article and which it deems valid.

**5-14.07 Leave for Family Obligations**

Subject to the other provisions of the Agreement, in accordance with section 79.7 of the *Act respecting labour standards* (R.S.Q., c. N-1.1), a teacher shall be entitled to a leave of absence without salary for a period of 10 days each year to perform duties related to the custody, health or education of his or her child or the child of his or her spouse, or related to the state of health of his or her spouse, father, mother, a brother, sister or one of his or her grandparents.

The leave may be divided into days. A day may also be divided with the Board's consent.

The teacher must inform the Board of his or her leave as soon as possible and take reasonable means to limit the number and duration of the leaves.

Days taken for this purpose shall be deducted from the teacher's annual bank of sick-leave days, up to 6 days.

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<sup>1</sup> Including the child who is living with the teacher and for whom adoption procedures have been undertaken.

**5-15.00 NATURE, DURATION AND TERMS AND CONDITIONS OF LEAVES OF ABSENCE WITHOUT SALARY AS WELL AS THE INHERENT RIGHTS AND OBLIGATIONS EXCLUDING LEAVES OF ABSENCE PRESCRIBED UNDER UNION PREROGATIVES AND PARENTAL LEAVES**

**5-15.01**

Every regular teacher who has completed one full year of service for the Board may benefit from this article.

**5-15.02**

The Board shall grant a teacher a leave of absence without salary for a period of time that does not extend beyond the end of the school year when the request for a leave of absence indicates the planned date of departure and if:

- a) if the death of his or her spouse or dependent child, as defined in clause 5-10.02, occurred within the 30 days preceding such a request;

or

- b) when he or she is helping his or her spouse, his or her child, or the child of his or her spouse, his or her father, mother, one of his spouse's parents, or one of his or her grandparents, brothers or sisters who has contracted a serious illness at the time of his or her request. This serious illness must be established as such by a medical certificate;

or

- c) if he or she invokes one of the following family matters: divorce, separation, succession, assuming responsibility for his or her spouse, for his or her father, mother, one of his spouse's parents, his or her brother, sister, grandson, granddaughter experiencing loss of autonomy, or of his or her young natural child in the case of a change in custody as well as a traditional Cree adoption. Moreover, the teacher must, at the Board's request, submit any required supporting document of a medical or legal nature.

**5-15.03**

The Board may, for any reason which it deems valid, grant a teacher a leave without salary for a period not exceeding one school year.

The Board shall grant a leave without salary for one year to every teacher who has completed 4 years of service in its employ. During the same school year, the Board shall not be required to grant the leave to more than 8% of the regular teachers in the same school.

For the purposes of applying the preceding paragraph, when the Board must choose from among several teachers, the leave shall be granted to the teacher who has the most seniority, insofar as the teacher has not, during the 4 years preceding the request, taken such a leave.

**5-15.04**

The Board shall grant, to the teacher who so requests before March 1, a leave of absence without salary to allow him or her to continue his or her studies on a full-time or part-time basis in a recognized teaching institution.

The experience for the purposes of advancement in step and seniority with the Board of the teacher who is not pursuing studies on a full-time basis according to the criteria of the teaching institution in which he or she is registered shall not be recognized.

**5-15.05**

At the teacher's request, any leave of absence without salary prescribed in clauses 5-15.03 and 5-15.04 may be renewed by the Board for periods of one school year each.

**5-15.06**

The request for obtaining or renewing any leave without salary must be made in writing before March 1 and must clearly state the reasons for it.

In the cases prescribed in clause 5-15.02, should the death or illness occur between March 1 and the end of the school year, the request for obtaining or renewing a leave may then be made before the end of the school year.

**5-15.07**

During his or her absence, the teacher on leave of absence without salary shall retain the years of experience and the years of service he or she had at the time of his or her departure under this agreement.

He or she shall also be entitled:

- a) to apply for a promotion;
- b) to participate in the health insurance plan prescribed in the agreement on the condition that he or she pay in advance all the premiums due;
- c) to increase the number of years of experience when he or she teaches for the length of time required to constitute one year of experience as prescribed in the agreement or when expressly stipulated in the agreement.

**5-15.08**

In the case of a resignation during or at the end of a leave of absence without salary, the teacher shall reimburse the Board for any amount paid by the Board for and in the name of the teacher during his or her leave.

**5-15.09**

The Board may cancel the engagement of a teacher who uses his or her leave of absence without salary for reasons other than those for which he or she obtained it.

**5-15.10**

The teacher on a leave of absence without salary who wishes to return to the service of the Board for the following school year must so notify the Board in writing before March 1.

The teacher who does not notify the Board before the specified date of his or her intention to prolong his or her leave of absence without salary for the following school year or of his or her intention to return to the service of the Board for the following school year shall be deemed to have resigned at the end of the current school year within the meaning of article 5-9.00.

When a teacher obtains a leave of absence without salary, the Board shall inform him or her of the provisions of this clause.

**5-15.11**

A teacher suffering from a prolonged illness as established by a medical certificate may, if he or she has used up the benefits granted under clause 5-10.28, obtain a leave of absence without salary for the remainder of the current school year at the time he or she has used up the benefits.

**5-15.12**

The teacher transferred during the course of the work year against his or her will to a school located in a locality other than the one where he or she is performing his or her duties, may obtain a leave of absence without salary not exceeding the end of the current school year. The teacher may benefit only once from this clause and must either resign in conformity with clause 5-9.04 or be considered in breach of contract, should he or she not accept for the following school year his or her assignment, reassignment or transfer.

**5-15.13**

Subject to articles 5-3.00 and 5-4.00, upon his or her return, the teacher shall be assigned to the locality where he or she was teaching before he or she began his or her leave without salary.

**5-16.00 LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION****5-16.01**

The teacher who is invited to give lectures on educational matters or to take part in activities (seminars, educational committees, conventions, symposiums, pedagogical study sessions) dealing with education may, after having obtained the prior approval of the Board, receive a leave of absence without loss of salary with the rights and benefits he or she would have received under the agreement had he or she actually been in the service of the Board.

**5-16.02**

Clauses 5-16.03 to 5-16.05 shall apply in the case of a teacher called upon to participate in an exchange program with Canadian provinces or foreign countries within the scope of an agreement concluded between the Board, the Government of Canada or the Government of Québec and a foreign government or another provincial government.

**5-16.03**

The teacher called upon to participate in an exchange program as described in clause 5-16.02 shall, for the duration of his or her participation in the exchange, obtain a leave of absence without loss of salary with the rights and benefits, excluding Chapter 8-0.00, he or she would have received under the agreement had he or she actually been in the service of the Board.

**5-16.04**

Clause 5-16.03 shall apply to the preparation and evaluation meetings necessary for the exchange program.

**5-16.05**

Subject to articles 5-3.00 and 5-4.00, upon his or her return, the teacher shall be assigned to the locality where he or she was teaching before he or she began his or her leave.

**5-17.00 LEAVE WITH DEFERRED SALARY****5-17.01**

The leave with deferred salary allows a tenured teacher who is not on availability to have his or her salary for a given period of work spread out over a longer period which includes the length of the leave. The leave is intended neither to grant a teacher benefits upon his or her retirement nor to defer his or her income tax.

The granting of the leave shall be the exclusive responsibility of the Board; however, in the case of a refusal, the Board, if the teacher so requests, shall provide the latter with the reasons for its refusal.

The leave shall be subject to the provisions of Appendix XI.

**5-17.02**

Notwithstanding the foregoing, any teacher who was granted a leave with deferred salary under the 2000-2003 or 2005-2010 Agreements shall continue to be governed by the provisions applicable to him or her.

**5-18.00 LEAVES FOR PUBLIC OFFICE****5-18.01**

The teacher who is running for public office as deputy, band chief, member of a band council or of the council of the Cree regional authority or of the Grand Council of the Crees (of Québec) shall obtain, upon a written request submitted at least 15 days before his or her departure, a leave of absence without salary for the time required for his or her candidacy. The leave without salary shall begin at the earliest on the date of the official declaration of his or her candidacy and shall end at the latest on the 8<sup>th</sup> day following that of the election or at any other earlier date agreed to between the teacher and the Board. To this effect, clause 5-15.13 shall apply by making the necessary changes.

**5-18.02**

The teacher who is elected or appointed to hold a public office as minister, deputy, band chief, member of a band council or of the council of the Cree regional authority or of the Grand Council of the Crees (of Québec) shall obtain, upon a written request submitted at least 15 days before his or her departure<sup>1</sup>, a leave without salary to hold the public office.

The Board may also grant a leave without salary on a part-time or occasional basis to the teacher elected or appointed to hold public office in order to carry out the responsibilities of the office. The Board and the teacher shall agree on the terms and conditions of the part-time leave without salary.

**5-18.03**

The teacher who benefits from a leave without salary to hold public office under clause 5-18.02 must give the Board a written advance notice of at least 30 days of his or her return to the Board.

**5-18.04**

Upon his or her return from a leave without salary prescribed in clause 5-18.02, the teacher shall be reinstated in the Board subject to articles 5-3.00 and 5-4.00.

**5-18.05**

The Board may cancel the engagement of the teacher who uses the leave prescribed in clause 5-18.01 or 5-18.02 for purposes other than those for which he or she obtained it.

**5-19.00 LEAVES FOR LOAN OF SERVICE****5-19.01**

With his or her consent, a teacher's services may be loaned by his or her board for the period and under the terms and conditions agreed to by the teacher, the Board and the organization which requires his or her services, subject to the following clauses.

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<sup>1</sup> Read "7 days before his or her departure" if, at the time of the request, the teacher is on a leave prescribed in clause 5-18.01.

**5-19.02**

The teacher shall benefit, for the duration of the loan of service, from a leave without loss of salary, including premiums for regional disparities, if he or she continues to work in one of the sectors prescribed in the chapter on regional disparities, the foregoing in accordance with the terms and conditions for the payment of salary prescribed in the agreement.

**5-19.03**

For the duration of the loan of service, the provisions of Chapter 8-0.00 shall be replaced by the provisions relating to the duties, responsibilities and workload prescribed in the organization for the group of employees to which he or she belongs.

**5-19.04**

With the exception of Chapter 8-0.00, the teacher shall retain the rights and benefits he or she would have under the agreement if he or she were actually in service.

**5-19.05**

Upon his or her return, the teacher shall be reinstated in the Board, subject to articles 5-3.00 and 5-4.00.

**5-20.00 PROGRESSIVE RETIREMENT PLAN****5-20.01**

The purpose of the progressive retirement plan shall be to permit a teacher to reduce his or her time worked for a period of one to 5 years. The teacher's time worked must not be less than 40% of the regular workweek or its equivalent over a period of one school year.

**5-20.02**

Only the full-time teacher who is a member of one of the pension plans currently in force (CSSP, RREGOP or TPP) may benefit, and only once, from the plan.

**5-20.03**

For the purposes of this article, the term "agreement" means the agreement mentioned in Appendix XXI.

**5-20.04**

To be eligible for the progressive retirement plan, the teacher must verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The teacher shall sign the form required by CARRA and shall forward a copy to the Board.

**5-20.05**

- A) The teacher who wishes to benefit from the progressive retirement plan must forward a written request to the Board usually before April 1 preceding the school year during which the progressive retirement period shall begin.
- B) The request must specify the period during which the teacher intends to benefit from the progressive retirement plan and the time he or she intends to work during each of the years concerned.
- C) The teacher shall also forward to the Board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.



**5-20.06**

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 teacher's request, the reasons for its refusal.

**5-20.07**

Subject to clause 5-20.01, the Board may modify, for a year covered by the agreement, the proportion of time worked to take into account the organization of the school or the instruction; in this case, the proportion of time worked shall be that which is closest to the proportion of time worked as prescribed in the agreement or agreed to between the Board and the teacher.

For the duration of the agreement, the Board shall distribute the teacher's workload taking into account the percentage of time worked; the distribution may be weekly, cyclical, monthly or other.

**5-20.08**

The teacher shall be entitled to a percentage of salary equal to the percentage of the workload that he or she assumes in relation to the full-time teacher's workload.

The same shall apply to the supplements, premiums for regional disparities and special leaves.

**5-20.09**

The other monetary benefits such as those resulting from insurance plans and parental rights shall be proportional to the salary paid.

**5-20.10**

The teacher can use the redeemable sick-leave days to his or her credit on December 31, 1973 prescribed in paragraph C) of clause 5-10.41, at a rate of one day per day, to reduce the number of workdays immediately preceding the expiry of the agreement.

**5-20.11**

During the progressive retirement period, the pensionable salary for the years covered by the agreement, for the purpose of the pension plans (CSSP, RREGOP and TPP) shall be the salary the teacher would have received or for a period during which he or she received benefits under the salary insurance plan to which he or she would have been entitled had he or she not benefited from the plan.

**5-20.12**

The period covered by the agreement shall count as a period of service for the purpose of the pension plans (CSSP, RREGOP and TPP).

**5-20.13**

For the duration of the agreement, the teacher and the Board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the teacher had not benefited from the progressive retirement plan.

**5-20.14**

For the duration of the agreement, the teacher shall accumulate seniority and experience as if he or she had not availed himself or herself of the progressive retirement plan.

**5-20.15**

If the teacher is placed on availability, the placement on availability shall have no effect on the percentage of time worked as prescribed in the agreement subject to the following: the time worked shall continue to apply as if the placement on availability had not taken place, if it does not exceed the percentage of salary determined under clause 5-3.18; if it exceeds the percentage of salary, it shall be automatically brought to that percentage of salary, unless there is an agreement to the contrary between the Board and the teacher concerned.

In the case of a placement on availability, the teacher's contributions to his or her pension plan shall be those prescribed by law for the person placed on availability.

**5-20.16**

The teacher shall be entitled to all of the benefits of the collective agreement compatible with the provisions of this article and the agreement.

**5-20.17**

Should the teacher not be entitled to his or her pension upon the expiry of the agreement or should the latter be interrupted due to circumstances prescribed by regulation, the agreement shall be extended to the date on which the teacher will be entitled to his or her pension even though the period exceeds 5 years.

Any change in the fixed dates for the beginning and end of the agreement must have the prior approval of CARRA.

**5-20.18**

- A) In the event of the retirement, resignation, breach of contract, dismissal, nonreengagement, death of the teacher or, where applicable, upon expiry of the extension agreed to under clause 5-20.17, the agreement shall terminate on the date on which the event occurs.
- B) The agreement shall also terminate if the teacher is relocated to another employer as a result of the application of the provisions of the collective agreement, unless the new employer agrees to continue the agreement according to the terms and conditions it determines, provided that CARRA so approves.
- C) In the case where and for the purposes specified by regulation:
  - 1) The agreement becomes null if the teacher voluntarily ceases to participate in the progressive retirement plan during the first year of the agreement;
  - 2) the agreement terminates:
    - if the teacher voluntarily ceases to participate in the progressive retirement plan more than one year after the date set for the beginning of the agreement;
    - if the teacher and the Board decide jointly to terminate the agreement more than one year after the date set for the beginning of the agreement.
- D) If the agreement becomes null or terminates due to circumstances mentioned previously or prescribed by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner prescribed by regulation.

**5-20.19**

Upon expiry of the agreement, the teacher shall resign automatically and shall be pensioned off.

**5-20.20**

The Board and the teacher shall sign, where applicable, the agreement stipulating the terms and conditions concerning the progressive retirement plan.

## CHAPTER 6-0.00

## REMUNERATION OF TEACHERS

## 6-1.00 EVALUATION OF SCHOOLING

## 6-1.01

Within 30 days of the coming into force of the agreement, the Centrale shall accredit a representative to the Ministère. Thereafter and for the entire life of the agreement, a representative of the Centrale must be accredited to the Ministère.

## 6-1.02

- A) The Minister shall draft rules for applying the Regulation respecting the criteria for the evaluation of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4) of the Minister for all rules not already explicitly prescribed in the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the agreement.
- B) The Minister shall also draw up proposed amendments to the rules already in existence.
- C) The proposals, including the proposed amendments to the rules already in existence, shall be submitted for consultation to the accredited representative, if any.
- D) Should the accredited representative feel that he or she has recommendations to make, he or she may make them to the Minister within 30 days (excluding the months of July and August) of the receipt of the proposed amendments.
- E) After the time limit specified, the Minister shall decide on rules for applying of the Regulation respecting the criteria for the evaluation of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4) of the Minister. The rules shall become an integral part of the *Manuel d'évaluation de la scolarité* and shall then be recognized as forming part of it as of the date of the coming into force of the agreement. (Appendix IV)
- F) The Minister shall provide technical support (consultation and advice) to the Board to facilitate the application of the rules prescribed in the *Manuel d'évaluation de la scolarité*. Among other things, such a service shall ensure the training of the personnel responsible for the file at the Board and shall forward to the Board any amendment to the *Manuel d'évaluation de la scolarité* made by the Minister.

## 6-1.03

The Board shall decide on the evaluation of every teacher's schooling in complete years according to the *Manuel d'évaluation de la scolarité* in force on the date of the coming into force of this agreement. The decision shall appear on the official attestation of the status of the teacher's schooling which shall be issued by the Board and signed by its representative. The decision shall also apply to the fractions of years of schooling, if any. The Board need not issue a new attestation if, following a new evaluation of a teacher's schooling, the new evaluation does not involve a change in the complete years of his or her schooling. In this case, the Board shall so inform the teacher in writing. A copy of the notice shall also be forwarded to the Union.

However, the Board shall issue an official attestation of schooling to the teacher:

- when the teacher who so requests maintains that the new evaluation of schooling involves a change in the complete years of his or her schooling;
- when a modified rule is added to the *Manuel* and the rule results in a change in the teacher's schooling.

**6-1.04**

In order to decide on the evaluation of a teacher's schooling, the Board shall take into account the transcripts of marks, reports, certificates, diplomas, degrees and official documents according to the rules of the *Manuel d'évaluation de la scolarité* on hand concerning the teacher.

The Board shall also decide on the evaluation each time it has on hand, under article 6-3.00, new transcripts of marks, reports, certificates, diplomas, degrees and official documents according to the rules of the *Manuel d'évaluation de la scolarité* concerning the teacher.

The Board may delegate the responsibility for evaluating a teacher's schooling to a qualified body. The Board shall inform the Union of the name of the body in writing.

**6-1.05**

The Board shall forward to every teacher the official attestation of the status of his or her schooling; a copy shall also be forwarded to the Union.

The Board shall also forward to the teacher every document referred to in clause 6-1.04 which it has on hand concerning him or her and which is not recognized for purpose of evaluating his or her schooling.

**6-1.06**

Within 60 days (excluding the months of July and August) after the teacher receives the official attestation of the status of his or her schooling, the teacher may submit a written request for revision to the Revision Committee mentioned in clause 6-1.07. The request for revision may also be submitted by the Union within the same time limits. A copy of the request shall also be forwarded to the member designated by the Centrale. The Board shall also be informed of the revision request so that it may forward to the Committee any information required under clause 6-1.04.

The Revision Committee shall be considered as validly possessing the requests for revision submitted under the provisions of former collective agreements governing these requests and for which no decision has been rendered.

In the case where the Revision Committee decides to apply in a strict manner the time limit prescribed in this clause, contrary to past practice, it must notify the Centrale in writing of its intention.

**6-1.07**

The Revision Committee shall consist of 3 members, 2 of whom shall be designated as follows:

- a) one member designated by the Centrale,
- b) one member designated jointly by the Ministère and the Board.

The 2 designated members shall choose the other member who shall automatically become the chairperson of the Committee.

However, the Centrale must appoint at least one substitute for its designated member. The Ministère and the Board must also jointly appoint at least one substitute for their designated member. The substitutes may be present at the Committee meetings but have no power of decision. Nevertheless, if a designated member does not attend a meeting of the Committee and if his or her substitute is present, the substitute shall become the designated member for the purposes of the meeting.

**6-1.08**

The Committee shall analyze whether the decision on the official attestation and concerning the evaluation of the teacher's schooling conforms to the *Manuel d'évaluation de la scolarité*. In order to do this, it shall take into account the documents listed on the attestation and which are kept at the Board in the file on the evaluation of schooling of the teacher concerned. If, during the analysis, the Committee ascertains that a document mentioned in clause 6-1.04 is not mentioned in the attestation, the Committee shall then evaluate it.

**6-1.09**

The Committee shall be bound by the *Manuel d'évaluation de la scolarité*. It cannot, by its decision, modify, subtract from or add to the rules included in the *Manuel*.

The Committee may include with its decision a recommendation to the Minister in the case where the request for revision may be the subject of an evaluation of "special qualifications" or a "special decision" concerning an evaluation rule contained in the *Manuel d'évaluation de la scolarité*. The recommendation shall not constitute a decision under clause 6-1.10 and shall not bind the Ministère, the Union, the Board and the teacher unless the Minister pursues the matter further.

**6-1.10**

The decision of the Committee shall be final and shall bind the teacher, the Union, the Board and the Minister. It must be forwarded to the teacher concerned, the Union, the Board and the Ministère.

**6-1.11**

Should the decision of the Revision Committee involve a change in the evaluation of the teacher's schooling, the Board, must forward to the teacher within 60 days of the Committee's decision, a new official attestation of the status of his or her schooling; a copy of the new attestation shall also be forwarded to the Union.

Also, should the decision of the Revision Committee prescribed in clause 6-1.07 of the 2005-2010 Agreement involve a change in the evaluation of a teacher's schooling, the Board must forward to the teacher, if this has not already been done, a new official attestation of the status of his or her schooling; a copy of the new attestation shall also be forwarded to the Union.

**6-1.12**

The chairperson of the Committee shall set the time, date and place of the Committee meetings and shall so notify the 2 designated members in writing. It shall also be the chairperson's duty to enter the requests for revision on the roll.

**6-1.13**

The members of the Committee may validly sit in the following cases:

- a) the 2 designated members may sit in the absence of the chairperson and without any notice of meeting;
- b) the 3 members may sit with or without notice of meeting;
- c) the chairperson and one designated member may sit in the absence of the other designated member if the absent member has been convened under clause 6-1.12.

**6-1.14**

In the cases stipulated in subparagraphs a) and b) of clause 6-1.13, should the 2 designated members of the Committee concur in a decision and sign it, the decision shall constitute that of the Committee.

**6-1.15**

In the cases stipulated in subparagraph b) or c) of clause 6-1.13, should the 2 designated members of the Committee not concur in a decision, every decision signed by the chairperson and one designated member shall constitute the decision of the Committee. However, the designated member who disagrees may sign as dissident.

**6-1.16**

The fees and expenses of a designated member of the Committee shall be borne by those who designated him or her. The fees and expenses of the chairperson shall be borne by the Ministère.

**6-1.17**

The mandate of the Committee and of its members shall be for the life of the agreement. In the event of the resignation, death or inability to act of a member of the Committee, his or her successor shall be designated or chosen in the same manner as the member he or she replaces.

**6-1.18**

If a member of the Committee has not been designated within 60 days of the coming into force of the agreement or within 30 days of the resignation, death or inability to act of a designated member, the member shall be designated by the chief arbitrator.

If the chairperson of the Committee has not been chosen within 60 days of the coming into force of the agreement or within 60 days of the resignation, death or inability to act of the chairperson, the chairperson shall be appointed by the chief arbitrator.

**6-1.19**

Subject to the provisions of clauses 6-1.06 to 6-1.11 and to the provisions regarding amendments to the rules of the *Manuel d'évaluation de la scolarité*, nothing in article 6-1.00 must be interpreted as invalidating the official attestation of the status of a teacher's schooling issued by the Minister since August 1971 or since July 1995 by a school board within the meaning of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2).

**6-1.20**

The teacher, the Board, the Union, the Centrale, the Management Committee and the Ministère shall expressly renounce any contestation, before an arbitrator or any authority whatsoever, of any decision included in the *Manuel d'évaluation de la scolarité*, any decision of the Minister or a school board within the meaning of clause 6-1.19 on the official attestation, as well as any decision of the Committee. The renunciations concerning any decision of the Minister or the Board on the official attestation shall not have the effect of annulling the provisions of this article regarding a request for revision.

**6-1.21**

The *Manuel d'évaluation de la scolarité* shall be prepared by the Ministère.

**6-1.22**

- A) If not already done, within 60 days of the coming into force of the agreement, an advisory committee shall be set up and its mandate shall be to study and to make recommendations to the Minister regarding any complaint or suggestion pertaining to an evaluation rule contained in the *Manuel d'évaluation de la scolarité*.
- B) The committee shall consist of the following members:
  - one member designated by the Centrale;

- one member designated by the Ministère;
  - one chairperson designated by the 2 aforementioned parties.
- C) A complaint or suggestion shall only be acceptable if it is drawn up by the member designated by the Centrale.
- D) Every unanimous recommendation of the committee dealing with an evaluation rule must entail a corresponding modification to the *Manuel d'évaluation de la scolarité*.
- E) Moreover, the Ministère and the Centrale may appoint a substitute for their designated member. The substitutes may attend the committee meetings but shall not have the right to vote.
- F) Nevertheless, in the case where a designated member is not present at a committee meeting, his or her substitute shall then become the designated member for the purposes of the meeting.
- G) The committee shall establish its own rules of operation.
- H) The fees and expenses of a designated member of the committee shall be borne by those who designated him or her. The fees and expenses of the chairperson shall be borne by the Ministère.

### 6-1.23

Once the system which allows school boards to decide on the attestation of schooling under articles 6-1.00, 6-2.00 and 6-3.00 of this agreement, the Ministère, the Board and the Union agree to meet at the written request of the Board or the Union to discuss any problem resulting from the implementation of the new system and, where applicable, to agree on appropriate solutions to the problems raised.

## 6-2.00 CLASSIFICATION

### 6-2.01

The evaluation of schooling in complete years decided under clause 6-1.03 or 6-1.11 shall determine the applicable rate<sup>1</sup>, as the case may be, as well as the salary scale granted to every teacher in the following manner:

- 1) Shall be placed in the single salary scale, every teacher who has:
- 17 years of schooling or less;
  - 18 years of schooling;
  - 19 years of schooling or more without a 3<sup>rd</sup> cycle doctorate;
  - 19 years of schooling or more with a 3<sup>rd</sup> cycle doctorate.

This clause shall be used for definitive classification. Definitive classification shall be based on the official attestation of the status of the teacher's schooling in complete years.

The Board shall recognize for every teacher it hires the official attestation of schooling issued by the Minister or by a school board within the meaning of clause 6-1.19.

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<sup>1</sup> For the purpose of applying paragraph B) of clause 6-7.02, the applicable rates are: 16 years or less (every teacher who has 16 years of schooling or less), 17 years (every teacher who has 17 years of schooling), 18 years, 19 years, 20 years.

6-2.02

Every teacher, who has not already done so, must provide the Board with the transcripts of marks, reports, certificates, diplomas, degrees and official documents according to the rules of the *Manuel d'évaluation de la scolarité* necessary for the evaluation of his or her years of schooling. The documents must be certified accurate by the representative of the organization from which they originate. The Board shall acknowledge receipt to the teacher.

6-2.03

For every teacher to whom the Minister or a school board within the meaning of clause 6-1.19 has not issued an official attestation of the status of his or her schooling, the Board shall provisionally establish:

- a) according to the *Manuel d'évaluation de la scolarité* of the Minister, the salary scale in which his or her transcripts of marks, reports, certificates, diplomas, degrees and official documents (as defined in the rules of the *Manuel d'évaluation de la scolarité*) would permit him or her to be classified under clause 6-2.01;
- b) according to the Regulation respecting the criteria for the evaluation of schooling as a factor in establishing the qualifications of teaching personnel (R.R.Q., 1981, c. C-60, r. 4) of the Minister, the salary scale in which his or her transcripts of marks, reports, certificates, diplomas, degrees and official documents (as defined in the rules of the *Manuel d'évaluation de la scolarité*) would permit him or her to be classified under clause 6-2.01 if these documents cannot be clearly identified with evaluations prescribed in the *Manuel d'évaluation de la scolarité* of the Minister.

The Board alone shall determine a teacher's provisional salary scale within 30 days<sup>1</sup> of receiving the documents. However, the Board shall not claim money as a result of a decision to decrease the provisional classification for the period preceding the first day of the month after the date on which the teacher received the notice of change.

Within 10 days of the decision concerning the provisional classification<sup>2</sup>, the Board shall inform the Union of the decision. At the Union's written request, the Board shall forward a copy of the provisional classification file to the Union.

<sup>1</sup> Excluding the month of July as well as the days between December 20 and January 5.

<sup>2</sup> **PROVISIONAL CLASSIFICATION**

Cree School Board  
Teacher: \_\_\_\_\_

Level of studies	Diploma	Years recognized
Secondary	_____	_____
Collegial	_____	_____
University	_____	_____
	_____	_____
	_____	_____
	_____	_____
	Total years recognized	_____

Provisional classification established by the Board (salary scale \_\_\_\_\_)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
For the Board



**6-2.04**

If the Union disagrees with the provisional classification of a teacher, as determined by the Board under clause 6-2.03, it shall make comments to the Board which it deems relevant.

The Board shall inform the teacher and the Union whether or not it decides to change the teacher's provisional classification as a result of the Union's comments.

**6-2.05**

Except in the cases prescribed in article 6-3.00, every definitive classification made under clause 6-2.01 shall have a retroactive effect to the date of entry into service for the school year during which a teacher provided the Board with the documents necessary for the request for the evaluation of his or her years of schooling. For the purposes of this agreement, the definitive classification may have no effect prior to the date of the coming into force of this agreement.

The salary readjustment and the payment of retroactivity, if any, resulting from the definitive classification shall be made on the first payday of the month after the date on which the teacher received the official attestation of the status of his or her schooling. However, the Board shall not claim any money as a result of the application of the official attestation of the status of his or her schooling for the period prior to the first day of the month after the date on which the teacher received the official attestation of the status of his or her schooling. (See Appendix XIII.)

**6-2.06**

Every year, before or with the first instalment of the teacher's salary, the Board shall inform the teacher of the classification and salary scale that it recognizes for him or her.

**6-3.00 RECLASSIFICATION****6-3.01**

- A) Reclassification of teachers shall take place once a year.
- B) The teacher who wishes to have his or her schooling reevaluated must provide the Board with the documents specified in the second paragraph of clause 6-1.04 or with a copy of the request for the documents made by the teacher to the institution that is to issue them.
- C) The Board shall then proceed, if need be, with the reevaluation of the teacher's schooling under clause 6-1.03 within 30 days<sup>1</sup> of the date on which it received the documents required under paragraph B) of this clause.
- D) The salary readjustment, if any, as a result of the provisional classification, shall have a retroactive effect to the middle (101<sup>st</sup> day) of the current work year:
  - if, on January 31 of that current school year, the teacher had completed the necessary studies for a new evaluation of his or her years of schooling,
  - and
  - if he or she provided, before April 1 of that current school year, the documents required under paragraph B) of this clause.

**6-3.02**

At the Union's request, the Board shall, within 30 days<sup>1</sup> of the date on which it received the documents required for the request for reevaluation, forward to the Union a copy of the teacher's reclassification file.

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<sup>1</sup> Excluding the month of July as well as the days between December 20 and January 5.

**6-3.03**

- A) Following a new evaluation of a teacher's schooling as decided in clause 6-1.03 or 6-1.11, the Board shall proceed with the reclassification, if need be, under clause 6-2.01.
- B) A teacher who is reclassified to 17 years shall be granted an advancement of 2 steps in the single salary scale without exceeding step 17. A teacher who is reclassified to 16 years or less shall not be entitled to any accelerated advancement in step.
- C) A teacher who is reclassified to 18 years or 19 years shall be granted the step corresponding to his or her experience recognized under article 6-4.00 without exceeding step 17 of the single salary scale and shall be granted an advancement of 2 steps per additional year of schooling.
- D) A teacher who is reclassified to 19 years or more with a 3<sup>rd</sup> cycle doctorate shall be granted the step corresponding to his or her experience recognized under article 6-4.00 of the Agreement without exceeding step 17 of the salary scale and he or she shall be granted an advancement of 2 steps per additional year of schooling up to a maximum of 8 steps.
- E) The salary readjustment, if any, resulting from reclassification shall be retroactive to the time prescribed for the provisional reclassification specified in paragraph D) of clause 6-3.01.
- F) Where applicable, retroactivity resulting from a reclassification shall be paid on the first payday of the month after the date on which the teacher received the official attestation of the status of his or her schooling, taking into account the amounts already paid as of a result of provisional reclassification.
- G) If the decision ensuing from the evaluation of a teacher's schooling prescribed in paragraph A) of this clause cancels the provisional reclassification established by the Board, the Board shall not claim any money as a result of the application of the official attestation of the status of his or her schooling for the period between the date the provisional reclassification takes effect and the first day of the month after which the teacher receives the official attestation of the status of his or her schooling.

**6-4.00 RECOGNITION OF YEARS OF EXPERIENCE****6-4.01**

- A) The Board shall recognize for each teacher in its employ on July 1, 2010 the years of experience and the experience step which it recognized for him or her for the 2009-2010 school year and which shall be readjusted to take into account the 2009-2010 school year by applying article 6-4.00 of the 2005-2010 Agreement.
- B) The Board shall evaluate, under clauses 6-4.02 to 6-4.10, the years of experience acquired after the 2009-2010 school year for every teacher in its employ on July 1, 2010 and, where applicable, shall revise his or her step accordingly.
- C) The Board shall evaluate, under clauses 6-4.02 to 6-4.10, all the years of experience of every other teacher engaged as of July 1, 2010.
- D) Notwithstanding the foregoing, any experience acquired in 1982-1983 shall not permit advancement in step.

6-4.02

A school year during which a teacher taught or performed a pedagogical or educational function on a full-time basis in a Québec teaching institution recognized by the Ministère or in a teaching institution under government authority outside Québec, shall be recognized as a year of experience. However, the school year during which a full-time teacher or a teacher under annual contract taught or performed a pedagogical or educational function for a minimum of 90 days only because of circumstances beyond his or her control or because of a parental leave under article 5-13.00 shall be recognized as a year of experience; only the days of leave prescribed in clauses 5-13.05, 5-13.13, 5-13.14, 5-13.18, 5-13.19, 5-13.21, 5-13.22 and 5-13.23 as well as those listed in the 4<sup>th</sup> paragraph of clause 5-13.28 for the duration stipulated therein shall be considered as days when the teacher teaches or performs a pedagogical or educational function.

6-4.03

The teaching time as a part-time teacher, a replacement teacher, a teacher-by-the-lesson or a casual supply teacher in a Québec teaching institution recognized by the Ministère or in a teaching institution under government authority outside Québec shall be recognized and may be accumulated to constitute a year of experience. The number of teaching days required to constitute a year of experience shall be the equivalent of 90 days as a full-time teacher, but the teacher may not begin to accumulate days to make up a new year of experience without having completed 135 days. (Appendix V)

6-4.04

For the teacher-by-the-lesson and the casual supply teacher, the number of days of experience shall be calculated in the following manner for each school year separately:

- a) For the casual supply teacher:  
  
Every half-day or day of substitution shall be calculated as such.
- b) For the casual supply teacher and teacher-by-the-lesson at the secondary level:  
  

Number of days of experience

=

Total number of 45- to 60- minute periods

4

For periods of more than 60 minutes

Number of days of experience

=

Total number of periods of more than 60 minutes

3

c) For the casual supply teacher and teacher-by-the-lesson at the preschool and elementary levels:  
  

Number of days of experience

=

Total number of hours

4
- 6-4.05
- The practice of a trade or profession related to the function which the teacher is to perform at the Board may, at the time of his or her engagement, be considered as teaching experience according to the following conditions:
- a) The practice was continuous and was the teacher’s main occupation.

b) One year shall consist of 12 consecutive months but all periods of continuous service equal to or greater than 4 months may be accumulated to constitute one or more years.

c) Each of the first 10 years thus spent shall be equivalent to one year of experience but, beyond these first 10 years, every block of 2 years thus spent shall be equivalent to one year of experience.

**6-4.06**

At the time of his or her engagement, a maximum of 5 years of experience shall be recognized for the teacher hired to teach the Cree culture.

The number of years recognized for a teacher shall be determined according to the more advantageous of the following 2 formulas:

- by a parity committee presided over by a member of the income security committee;
- as of 18 years of age, every block of 5 years shall be equivalent to one year of experience.

The years recognized for a teacher under clause 6-4.02, 6-4.03 or 6-4.05 cannot be used to determine the number of years of experience recognized under this clause.

**6-4.07**

In no case shall more than one year of experience be recognized for any school year during which a teacher taught or held another pedagogical function nor for any year during which a teacher practised a trade or profession related to the function that he or she is to perform at the Board.

**6-4.08**

Additional years of experience shall be recognized for each year at the beginning of the work year. The full-time teacher must submit to the Board, before November 1, the documents establishing that he or she has one or more additional years of experience, unless the documents originate from the Board. The salary readjustment resulting from a change in the years of experience shall be retroactive to the beginning of the work year during which the teacher provided the documents establishing the additional year of experience. If the teacher provides the documents establishing the additional year of experience after October 31, he or she shall not be entitled to a salary readjustment for the current school year unless the responsibility for the delay can be attributed to the institution which provides him or her with the documents.

**6-4.09**

Each year, before or with the first installment of the teacher's salary, the Board shall inform him or her of the number of years of experience and the step that it recognizes for him or her.

**6-4.10**

If a teacher must leave the service of the Board to carry out activities in the context of Chapter 7-0.00, the Board shall recognize, upon his or her return, the same number of years of experience as he or she would have had had he or she remained in the service of the Board.

**6-5.00 SALARY AND SALARY SCALES<sup>1</sup>****6-5.01**

The teacher shall be entitled to the salary prescribed in clauses 6-5.02 and 6-5.03 based on the salary scale in which he or she was classified under articles 6-1.00, 6-2.00 and 6-3.00 and on the experience step recognized under article 6-4.00.

The teacher's annual salary applies for the entire school year including the workdays, paid legal holidays and vacation days.

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<sup>1</sup> Subject to the provisions in Appendix XXXII for the teachers outside the scale under the Letter of Agreement no. 1 reached on June 18, 2007 between the Québec government and the Centrale.

**6-5.02 Rates and Salary Scale Increase**

For the purposes of this chapter, the applicable rates and salary scale, as shown in clauses 6-5.03, 6-7.02 and 6-7.03 shall take into account the increases prescribed in paragraph A) and B) and in the 1<sup>st</sup> subparagraph of paragraphs C), D) and E).

The rates and salary scale shall be increased, if applicable, in accordance with the 2<sup>nd</sup> and 3<sup>rd</sup> subparagraph of paragraphs C), D) and E) and in accordance with paragraph F).

**A) As of the 141<sup>st</sup> Workday of the 2009-2010 School Year**

The rates and salary scale applicable on the 140<sup>th</sup> workday of the 2009-2010 school year shall be increased, as of the 141<sup>st</sup> workday of the 2009-2010 school year, by a percentage equal to 0.5%<sup>1</sup>.

**B) As of the 141<sup>st</sup> Workday of the 2010-2011 School Year**

The rates and salary scale applicable on the 140<sup>th</sup> workday of the 2010-2011 school year shall be increased, as of the 141<sup>st</sup> workday of the 2010-2011 school year, by a percentage equal to 0.75%.

**C) As of the 141<sup>st</sup> Workday of the 2011-2012 School Year**

The rates and salary scale applicable on the 140<sup>th</sup> workday of the 2011-2012 school year shall be increased, as of the 141<sup>st</sup> workday of the 2011-2012 school year, by a percentage equal to 1.0%.

The percentage determined in the preceding paragraph shall be increased, as of the 141<sup>st</sup> workday of the 2011-2012 school year by 1.25 times the difference between the cumulative increase (sum of the annual variations) in Québec’s nominal Gross Domestic Product (GDP)<sup>2</sup> based on Statistics Canada data for the years 2010 and 2011<sup>3</sup> and the forecast cumulative increase (sum of the annual variations) in Québec’s nominal GDP for the same years, established at 3.8% for the year 2010 and at 4.5% for the year 2011. The percentage increase so computed may not, however, be greater than 0.5%.

The increased prescribed in the preceding paragraph shall be included in the teachers’ pay<sup>4</sup> within 60 days following the publication of the Statistics Canada data regarding Québec’s nominal GDP for the year 2011.

**D) As of the 141<sup>st</sup> Workday of the 2012-2013 School Year**

The rates and salary scale applicable on the 140<sup>th</sup> workday of the 2012-2013 school year shall be increased, as of the 141<sup>st</sup> workday of the 2012-2013 school year, by a percentage equal to 1.75%.

The percentage determined at the preceding paragraph shall be increased, as of the 141<sup>st</sup> workday of the 2012-2013 school year by 1.25 times the difference between the cumulative increase (sum of the annual variations) in Québec’s nominal GDP<sup>2</sup> based on Statistics Canada data for the years 2010, 2011 and 2012<sup>5</sup> and the forecast cumulative increase (sum of the annual variations) in Québec’s nominal GDP for the same years, established at 3.8% for the year 2010, at 4.5% for the year 2011 and at 4.4% for the year 2012. The percentage increase so computed may not, however, be greater than 2.0% less the increase granted on the 141<sup>st</sup> workday of the 2011-2012 school year as prescribed in the 2<sup>nd</sup> subparagraph of paragraph C) of this clause.

1

Appendix XXXII prescribes the increase applicable as of the 141<sup>st</sup> workday of the 2009-2010 school year for teachers covered by the appendix.

2

Gross Domestic Product, expenditure-based, for Québec, at current prices. Source: Statistics Canada, CANSIM, Table 384-0002, serial number CANSIM v687511.

3

As of the first available estimate from Statistics Canada of Québec’s nominal GDP for the year 2011 and its estimate at the same moment of Québec’s nominal GDP for the years 2009 and 2010.

4

The amounts owing to teachers no longer in the employ of the Board shall be sent to their last known address.

5

As of the first available estimate from Statistics Canada of Québec’s nominal GDP for the year 2012 and its estimate at the same moment of Québec’s nominal GDP for the years 2009, 2010 and 2011.

The increased prescribed in the preceding paragraph shall be included in the teachers' pay<sup>1</sup> within 60 days following the publication of the Statistics Canada data regarding Québec's nominal GDP for the year 2012.

**E) As of the 141<sup>st</sup> workday of the 2013-2014 school year**

The rates and salary scale applicable on the 140<sup>th</sup> workday of the 2013-2014 school year shall be increased, as of the 141<sup>st</sup> workday of the 2013-2014 school year, by a percentage equal to 2.0%.

The percentage determined at the preceding paragraph shall be increased, as of the 141<sup>st</sup> workday of the 2013-2014 school year by 1.25 times the difference between the cumulative increase (sum of the annual variations) in Québec's nominal GDP<sup>2</sup> based on Statistics Canada data for the years 2010, 2011, 2012 and 2013<sup>3</sup> and the forecast cumulative increase (sum of the annual variations) in Québec's nominal GDP for the same years, established at 3.8% for the year 2010, at 4.5% for the year 2011, at 4.4% for the year 2012 and at 4.3% for the year 2013. The percentage increase so computed may not, however, be greater than 3.5% less the increase granted on the 141<sup>st</sup> workday of the 2011-2012 school year as prescribed in the 2<sup>nd</sup> subparagraph of paragraph C) of this clause and the increase granted on the 141<sup>st</sup> workday of the 2012-2013 school year as prescribed in the 2<sup>nd</sup> subparagraph of paragraph D) of this clause.

The increased prescribed in the preceding paragraph shall be included in the teachers' pay<sup>1</sup> within 60 days following the publication of the Statistics Canada data regarding Québec's nominal GDP for the year 2013.

**F) As of the 140<sup>th</sup> workday of the 2014-2015 school year**

The rates and salary scale applicable on the 139<sup>th</sup> workday of the 2014-2015 school year shall be increased, as of the 140<sup>th</sup> workday of the 2014-2015 school year, by a percentage equal to the difference between the cumulative variations (sum of the annual variations) in the consumer price index<sup>4</sup> for Québec, based on Statistics Canada data for the Agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015<sup>5</sup> and the cumulative salary parameters (sum of the annual parameters) determined under paragraphs A) to E) of this clause, including adjustments arising from an increase in Québec's nominal GDP. The percentage increase so computed may not, however, be greater than 1.0%.

As the case may be, the increased prescribed in the preceding paragraph and the amounts owing on the 140<sup>th</sup> workday of the 2014-2015 school year shall be included in the teachers' pay<sup>1</sup> within 60 days following the publication of the Statistics Canada data regarding the consumer price index for the month of March 2015.

**G) Amounts Owing to a Teacher no Longer in the Employ of the Board**

In the case of a teacher who is no longer in the employ of the Board when payment of the amounts related to the increase prescribed in the 1<sup>st</sup> subparagraph of paragraphs C), D) and E) of this clause is made, the amounts owing shall be sent to the last known address at the latest within 15 days of the date payment is made to the teachers still in the employ of the Board.

1

The amounts owing to teachers no longer in the employ of the Board shall be sent to their last known address.

2

Gross Domestic Product, expenditure-based, for Québec, at current prices. Source: Statistics Canada, CANSIM, Table 384-0002, serial number CANSIM v687511.

3

As of the first available estimate from Statistics Canada of Québec's nominal GDP for the year 2013 and its estimate at the same moment of Québec's nominal GDP for the years 2009, 2010, 2011 and 2012.

4

Consumer Price Index for Québec. Source: Statistics Canada, CANSIM, Table 326-0020, serial number CANSIM v41691783.

5

For each year of the concerned Agreement, the annual variation in the consumer price index corresponds to the variation between the average indexes for the months of April to March of the Agreement year concerned and the average indexes for the preceding months of April to March.

In the case of a teacher who is no longer in the employ of the Board when payment of the amounts related to the increase prescribed in the 2<sup>nd</sup> and 3<sup>rd</sup> subparagraphs of paragraphs C), D) and E) and in paragraph F) of this clause, the amounts owing, as the case may be, shall be sent to the last known address at the latest within 15 days<sup>1</sup> of the date payment is made to the teachers still in the employ of the Board.

The Board and Union shall collaborate to collect all relevant information related to the teachers concerned, in particular as regards their last known address.

6-5.03<sup>2</sup> ANNUAL SALARY SCALE

Single<sup>3</sup> scale<sup>4</sup>

Step <sup>5</sup>	As of the 141 <sup>st</sup> workday of the 2009-2010 school year	As of the 141 <sup>st</sup> workday of the 2010-2011 school year	As of the 141 <sup>st</sup> workday of the 2011-2012 school year	As of the 141 <sup>st</sup> workday of the 2012-2013 school year	As of the 141 <sup>st</sup> workday of the 2013-2014 school year
1	36 654	36 929	37 298	37 951	38 710
2	38 015	38 300	38 683	39 360	40 147
3	39 375	39 670	40 067	40 768	41 583
4	40 957	41 264	41 677	42 406	43 254
5	42 713	43 033	43 463	44 224	45 108
6	44 549	44 883	45 332	46 125	47 048
7	46 458	46 806	47 274	48 101	49 063
8	48 454	48 817	49 305	50 168	51 171
9	50 527	50 906	51 415	52 315	53 361
10	52 697	53 092	53 623	54 561	55 652
11	54 955	55 367	55 921	56 900	58 038
12	57 314	57 744	58 321	59 342	60 529
13	59 772	60 220	60 822	61 886	63 124
14	62 331	62 798	63 426	64 536	65 827
15	65 008	65 496	66 151	67 309	68 655
16	67 797	68 305	68 988	70 195	71 599
17	70 704	71 234	71 946	73 205	74 669

A teacher shall be granted the step corresponding to his or her experience, increased by:

- 2 steps, if his or her schooling is evaluated at 17 years
- 4 steps, if his or her schooling is evaluated at 18 years
- 6 steps, if his or her schooling is evaluated at 19 years or more without a 3<sup>rd</sup> cycle doctorate
- 8 steps, if his or her schooling is evaluated at 19 years or more with a 3<sup>rd</sup> cycle doctorate

<sup>1</sup>Excluding the months of July and August.

<sup>2</sup>In accordance with the agreement reached between the Management Negotiating Committee and the Centrale on behalf of the teachers unions it represents and signed on March 6, 2007.

<sup>3</sup>Reference: clause 6-2.01

<sup>4</sup>As defined in clause 1-1.19

<sup>5</sup>As defined in clause 1-1.20.

**6-6.00 Annual Supplements<sup>1</sup>****6-6.01**

The teacher who is appointed head teacher in a building at the disposal of a school, under clause 1-1.39, shall receive the following supplement for his or her additional responsibilities:

- an annual supplement of \$1 390 as of the 141<sup>st</sup> workday of the 2009-2010 school year;
- an annual supplement of \$1 400 as of the 141<sup>st</sup> workday of the 2010-2011 school year;
- an annual supplement of \$1 414 as of the 141<sup>st</sup> workday of the 2011-2012 school year;
- an annual supplement of \$1 439 as of the 141<sup>st</sup> workday of the 2012-2013 school year;
- an annual supplement of \$1 468 as of the 141<sup>st</sup> workday of the 2013-2014 school year.

The teacher to whom the Board expressly delegates the additional responsibilities of assisting the principal in his or her work in a school with only one building at its disposal and no vice-principal shall also receive this annual supplement for his or her additional responsibilities.

**6-6.02**

The annual supplements prescribed in this article shall be paid in proportion to the number of months during which the teacher is appointed head teacher in a school.

**6-7.00 PART-TIME TEACHER, REPLACEMENT TEACHER, TEACHER-BY-THE-LESSON AND CASUAL SUPPLY TEACHER****6-7.01**

The part-time teacher and the replacement teacher shall be entitled to a percentage of salary equal to the percentage of the workload he or she assumes compared to the workload of a full-time teacher.

The same shall hold true for premiums for regional disparities and for special leaves.

**6-7.02**

- A) For each of the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 school years, a teacher-by-the-lesson shall be remunerated on the basis of the hourly rates corresponding to the schooling recognized.

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<sup>1</sup> Clause 6-5.02 shall apply by making the necessary changes.



B) A teacher-by-the-lesson shall be remunerated at the hourly rates set hereinafter:

<div><div></div><div>Rates</div></div> <div>Periods concerned</div>	16 years and less	17 years	18 years	19 years or more
As of the 141 <sup>st</sup> workday of the 2009-2010 school year	\$47.24	\$52.51	\$56.88	\$62.06
As of the 141 <sup>st</sup> workday of the 2010-2011 school year	\$47.59	\$52.90	\$57.31	\$62.53
As of the 141 <sup>st</sup> workday of the 2011-2012 school year	\$48.07	\$53.43	\$57.88	\$63.16
As of the 141 <sup>st</sup> workday of the 2012-2013 school year	\$48.91	\$54.37	\$58.89	\$64.27
As of the 141 <sup>st</sup> workday of the 2013-2014 school year	\$49.89	\$55.46	\$60.07	\$65.56

C) The rates shall be for 45 to 60 minutes of teaching and the teacher-by-the-lesson whose periods are shorter than 45 minutes or longer than 60 minutes shall be remunerated as follows: for every period less than 45 minutes or greater than 60 minutes, the rate shall be equal to the number of minutes divided by 45 and multiplied by the hourly rate prescribed above based on the schooling recognized.

Even though these rates are paid only for work carried out, they shall include payment for work carried out and for the same paid legal holidays as those of regular teachers.

- D) A teacher-by-the-lesson shall not be entitled to any of the benefits except for those expressly prescribed in the agreement.
- E) A teacher called upon to give summer courses (outside the work year) in the context of special remedial or makeup courses offered to students at the elementary and secondary levels shall be remunerated on the basis of the rates prescribed for a teacher-by-the-lesson.

6-7.03

A) A casual supply teacher shall be remunerated as follows:

<div>Substitution time in a day</div> <div>Periods concerned</div>	60 minutes or less	between 61 and 150 minutes <sup>1</sup>	between 151 and 210 minutes <sup>2</sup>	more than 210 minutes <sup>3</sup>
As of the 141 <sup>st</sup> workday of the 2009-2010 school year	\$36.65	\$91.63	\$128.28	\$183.25
As of the 141 <sup>st</sup> workday of the 2010-2011 school year	\$36.92	\$92.30	\$129.22	\$184.60
As of the 141 <sup>st</sup> workday of the 2011-2012 school year	\$37.29	\$93.23	\$130.52	\$186.45
As of the 141 <sup>st</sup> workday of the 2012-2013 school year	\$37.94	\$94.85	\$132.79	\$189.70
As of the 141 <sup>st</sup> workday of the 2013-2014 school year	\$38.70	\$96.75	\$135.45	\$193.50

B) Notwithstanding the foregoing, the casual supply teacher at the secondary level who is assigned periods of over 60 minutes shall be remunerated according to a rate by the period calculated in the following manner:

Rate prescribed for  
60 minutes or less  
50

X

Number of minutes  
of period concerned

The casual supply teacher shall be remunerated according to the rate prescribed for more than 210 minutes if he or she is assigned 3 periods or more of over 60 minutes each in the same day.

C) The casual supply teacher who reports to school to carry out substitution at the request of the Board or the school principal shall receive, as a minimum, the rate determined for 60 minutes:

- as of the 141<sup>st</sup> workday of the 2009-2010 school year: \$36.65 per day,
- as of the 141<sup>st</sup> workday of the 2010-2011 school year: \$36.92 per day,
- as of the 141<sup>st</sup> workday of the 2011-2012 school year: \$37.29 per day,
- as of the 141<sup>st</sup> workday of the 2012-2013 school year: \$37.94 per day,
- as of the 141<sup>st</sup> workday of the 2013-2014 school year: \$38.70 per day,

when he or she reports to the school to carry out substitution at the request of the Board or the school principal.

At the secondary level, a casual supply teacher cannot be required to do more than 5 periods of 45 to 60 minutes per day.

1

The rates for substitution time are obtained by multiplying the rate for 60 minutes or less by 2.5.

2

The rates for substitution time are obtained by multiplying the rate for 60 minutes or less by 3.5.

3

The rates for substitution time are obtained by multiplying the rate for 60 minutes or less by 5.0.

- D) However, if a full-time or part-time teacher is absent for more than 20 consecutive workdays, the Board shall pay the casual supply teacher who replaces him or her during these 20 days the salary he or she would receive if he or she were a full-time or part-time teacher, as the case may be. The salary that he or she would received is based on his or her salary scale determined by the Board at the start of the year, or as the case may be, in the middle (at the 101<sup>st</sup> day) of the current school year and his or her experience step acquired at the first working day of the current work year and shall be paid at a rate of 1/200 of the annual salary for each day thus worked. In this case, the salary shall be payable from the first day of substitution and the supply teacher must provide, without delay, the documents which will be used to establish his or her salary. Any absence of the casual supply teacher for a total of 3 days or less during the accumulation of these 20 consecutive days of substitution shall not interrupt the accumulation.
- E) No casual supply teacher shall be entitled to any of the benefits except for those expressly prescribed in the agreement and he or she shall not be bound by any obligation other than that of carrying out the task assigned to him or her by the Board.

## **6-8.00 MISCELLANEOUS PROVISIONS CONCERNING THE PAYMENT OF SALARY**

### **6-8.01**

A teacher shall receive his or her annual salary prescribed in article 6-5.00 as well as the supplements prescribed in article 6-6.00 and the annual premiums for regional disparities prescribed in Chapter 12-0.00, if applicable, in 26 instalments, according to the following terms and conditions:

- a) As of the start of the work year, the teacher shall receive, on every 2<sup>nd</sup> Thursday, 1/26 of the annual amounts applicable in salary, supplements and premiums on the first day of work of the pay period<sup>1</sup> concerned.
- b) Notwithstanding paragraph a), the 26<sup>th</sup> instalment in a work year must be adjusted so that the teacher receives, for the work year, 1/200 of his or her applicable annual salary as well as his or her applicable supplements and premiums, if any, for each day worked.
- c) Notwithstanding paragraph a), the teacher who leaves the service of the Board shall receive, at the time of his or her departure, the balance of salary including the applicable supplements and premiums owing.

This clause shall not allow a teacher to receive an amount to which he or she is not entitled under another provision of the agreement.

### **6-8.02**

A regular teacher who assumes substitution duties in addition to his or her workload shall receive for the replacement for any 45 to 60 minute period a compensation equal to 1/1000 of his or her annual salary. For all periods under 45 minutes or over 60 minutes, the compensation is equal to the number of minutes divided by 45 and multiplied by 1/1000 of his or her annual salary.

### **6-8.03**

The salary, supplements and premiums for regional disparities of the teacher who enters the service of the Board after the beginning of the work year or who leaves the service of the Board before the end of the work year shall be calculated at a rate of 1/200 of the applicable annual salary as well as the applicable supplements and premiums for regional disparities, if any, for each day thus worked.

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<sup>1</sup> For any instalment due after the end of the work year, the annual applicable amounts are those in effect on the last day of the work year.

**6-8.04**

The Board shall deduct 1/200 per workday (read 1/400 per half-workday and read 1/1000 for every 45-to 60-minute period) of the teacher's applicable annual salary, as well as the applicable supplements and premiums for regional disparities, if any, in the following cases:

- a) authorized absences without salary for a duration of less than one work year,
- b) unauthorized absences or absences used for purposes other than those authorized.

**6-9.00 TERMS AND CONDITIONS FOR PAYMENT OF SALARY****6-9.01**

Except for the summer vacation period, if a Thursday is not a working day, the payment mentioned in clause 6-8.01 shall be made on the last workday preceding such a Thursday. However, if during the summer vacation period, a Thursday is a paid legal holiday, the payment shall be remitted to the teacher on the day preceding the paid legal holiday.

The teacher's remuneration may be made in cash in a sealed envelope or by cheque.

**6-9.02**

The teacher's remuneration may be remitted to him or her personally at his or her place of work during a workday or it may be mailed to him or her. Furthermore, if the teacher so authorizes the Board in writing, his or her salary may be paid by credit transfer.

**6-9.03**

The amounts which are payable as severance pay, redeemable sick-leave days, the amount determined under clause 5-10.31, for excess periods, substitute teaching periods and as compensation for exceeding the maximum number of students per group shall be paid within 30 days of their due date.

**6-9.04**

When the Board has given a teacher more money than that to which he or she is entitled, without the teacher being at fault, the Board shall agree with the teacher on the terms and conditions of reimbursement. Failing agreement, the Board shall deduct from the teacher's regular salary an amount not exceeding 15% of the teacher's gross salary for each pay period until the amount overpaid has been reimbursed.

Nevertheless, in the case of the definite departure of a teacher, the Board shall deduct the total amount from the amounts owing to the teacher.

**6-9.05**

The Board shall be required to withhold and deduct from a teacher's salary the amount which the teacher would otherwise pay as rent to the Board.

**CHAPTER 7-0.00****PROFESSIONAL IMPROVEMENT SYSTEM****7-1.00 ORGANIZATION OF THE PROFESSIONAL IMPROVEMENT SYSTEM****7-1.01**

The professional improvement system is designed to meet the needs of the milieu.

**7-1.02**

- A) For purposes of calculating the amounts allocated under this article, the Board shall have an amount of \$240 available per full-time teacher or full-time equivalent covered by the agreement for each school year. A portion of this amount shall be earmarked for training in the area of special education.
- B) The total annual amount must include all expenses for professional improvement paid under the professional improvement system as well as under the professional improvement system prescribed in the 2005-2010 Agreement.
- C) The amounts available for one year and not used or committed shall be added to the amounts available for the following school year.

**7-1.03**

The board committee prescribed in Chapter 4-0.00 shall also set up a professional improvement committee. Failure to set up such a committee shall not impede the organization of professional improvement.

**7-1.04**

If, in the context of the professional improvement system, a teacher 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, years of service and seniority as if he or she had remained in the employ of the Board.

**7-1.05**

The Board shall have the right to require that each teacher participate in the professional improvement system if the professional improvement or retraining, as the case may be, is carried out within the teacher's regular workday, if the students are not present at school on that day or if the professional improvement or retraining exempts him or her, at that time, from his or her teaching duties.

**7-1.06**

The Board may decide, with the consent of the Union or union(s) concerned, to regroup with one or several boards for the purpose of administering the professional improvement system prescribed in this chapter. In this case, the total annual amount available shall equal the total sum of the annual amounts prescribed for each of the boards. The use of these amounts need not then respect the percentage share of each participating board.

**7-2.00 REMOTE REGIONS (PROTOCOL)****7-2.01**

In order to facilitate the professional improvement of the teachers of the Board, the Minister shall provide \$21 500 for each school year.

The amounts available for one year and not used or committed shall be added to the amounts available for the following school year.

**CHAPTER 8-0.00****THE TEACHER'S WORKLOAD AND ITS ORGANIZATION****8-1.00 GENERAL PRINCIPLES****8-1.01**

The conditions for exercising the profession of teaching must be such that the student may benefit from the quality of education which he or she is entitled to expect and that the Board and the teachers have the obligation to provide to him or her.

**8-1.02**

Subject to the mandates and duties of the school committees, the introduction of new pedagogical methods shall be a subject submitted to the participating body of teachers at the Board level.

**8-1.03**

Subject to the mandates and duties of the school committees, the change of report cards used by the Board shall be a subject submitted to the participating body of teachers at the Board level.

**8-1.04**

It shall be the teacher's responsibility to choose the appropriate method to prepare and present his or her courses within the guidelines of the authorized programs.

**8-2.00 GENERAL DUTIES****8-2.01**

The teacher shall provide learning and educational activities to students and shall participate in the development of student life.

Within this framework, the teacher's characteristic responsibilities shall be:

- a) to prepare and present courses within the guidelines of the authorized programs;
- b) to collaborate with other teachers, professionals and any other person involved at the school in order to take the appropriate measures to meet the individual needs of students;
- c) to organize and supervise student activities;
- d) to organize and supervise training periods in collaboration with the businesses in the milieu as well as training periods in the Amerindian milieu (wilderness skills training);
- e) to be responsible for providing support (encadrement) to a student or a group of students;
- f) to evaluate the performance and progress of students for whom he or she is responsible and to report on them to the school administration and to parents according to the system in effect; the system shall be a subject submitted to the participating body of teachers as determined under of Chapter 4-0.00;
- g) to supervise the students for whom he or she is responsible as well as other students when they are in his or her presence, including detention and study periods;
- h) to monitor the late arrivals and the absences of his or her students and to report them to the school administration according to the system in effect; the system shall be a subject submitted to the participating body of teachers as determined under Chapter 4-0.00;
- i) to participate in meetings relating to his or her work;
- j) to perform other duties which may normally be assigned to teaching personnel.

**8-3.00 WORK YEAR****8-3.01**

The teacher's work year shall consist of 200 workdays between the beginning and the end of the school year. The parties may agree to reduce the number of workdays.

**8-3.02**

Once every 3 years, upon the Union's written request, submitted to the Board 18 months prior the holding of its convention, the latter shall ensure that a Friday and Monday attached to a weekend chosen by the Union are days off on the school calendar of each centre and school of the Board.

**8-3.03**

Subject to clauses 8-3.02 and 4-2.07, the 200 workdays of the teacher shall be distributed in the calendar year by the Board.

The date of each of these 200 days may vary from one community to another, from one school to another, and even from one teacher to another.

The parties to this agreement recognize that the Board may provide instruction and distribute workdays in any calendar month. However, for the duration of the agreement, the Board shall organize the work year or years of each teacher in such a way so as to allow each teacher to take at least 6 consecutive weeks of vacation during the months of June, July and August.

In the case of a special project, the Board and the Union may agree to schedule at least 6 consecutive weeks of vacation during the months of May, June, July and August.

**8-3.04**

No later than August 1, the Board shall forward to the Union a copy of all school calendars.

The Board shall inform the teachers in writing of the date of their return to work before their departure for vacation.

**8-3.05**

When the Board organizes sessions during the annual vacation period for teachers who must take teacher-training courses, it shall consult the board committee with regard to the scheduling of the sessions.

**8-4.00 REGULAR WORKWEEK****8-4.01**

A teacher's regular workweek is 5 days from Monday to Friday and includes 32 hours of work at school. However, the Board or the school administration may, as regards the 27 hours of work prescribed in subparagraph 1) of paragraph A) of clause 8-4.02, assign the teacher to a place of work other than the school.

Moreover, upon the teacher's request, the Board or the school administration may, as regards the 5 hours prescribed in subparagraph 2) of paragraph A) of clause 8-4.02, assign a teacher to a place of work other than the school.

**8-4.02**

A) The hours of the regular workweek include:

- 1) 27 working hours at the place of work assigned by the Board or the school administration for each teacher;

- 2) - 5 hours to carry out work of a personal nature in keeping with the general duties prescribed in clause 8-2.01;
- the time required for the 7 group meetings, the first 4 meetings with parents and the 2 meetings with the school committee; in the case where the time exceeds the regular workweek, paragraph E) of this clause shall apply.

For the purposes of determining the number of hours devoted to carrying out work of a personal nature, the time required for the 7 group meetings, the first 4 meetings with parents and the 2 meetings with the school committee shall be considered as work of a personal nature.

- B) The 27 working hours prescribed in subparagraph 1) of paragraph A) shall not include the time prescribed for the 7 group meetings, the first 4 meetings with parents or the 2 meetings with the school committee.
- C) Unless there is an agreement to the contrary between the Board and the Union, the 27 hours shall be carried out at times determined by the Board or the school administration for each teacher.
- D) The 27 hours may be changed according to the following terms and conditions:
  - 1) if a change of an occasional nature is involved, the prior notice must be sufficient to allow the teacher to be present at the required time;
  - 2) if a change of a permanent nature is involved, the teacher must have been consulted and, failing agreement on the time of the change, prior notice must be of at least 5 days.
- E) If the regular workweek is exceeded due to the holding of the 7 group meetings, the first 4 meetings with parents and the 2 meetings with the school committee, the excess is compensated by an equivalent reduction, for other weeks or days, of the time prescribed for work of a personal nature mentioned in subparagraph 2) of paragraph A). The teacher must determine the times of the reduction in the manner prescribed in subparagraph 2) of paragraph F) as if it were a change of an occasional nature.
- F)
  - 1) The teacher shall determine the work he or she shall carry out during the hours prescribed in subparagraph 2) of paragraph A) from among the work of a personal nature in keeping with the general duties specified in clause 8-2.01 as well as the times when he or she shall carry out the work from among the times not yet determined by the Board or the school administration for the 27 hours of work, the 7 group meetings, the first 4 meetings with parents and the 2 meetings with the school committee.
  - 2) The following terms and conditions apply for the purpose of determining the times prescribed to carry out the work of a personal nature mentioned in subparagraph 2) of paragraph A), unless there is an agreement to the contrary between the Board and the Union:
    - i) the teacher shall notify in writing the school administration of the appropriate times when he or he shall carry out work of a personal nature within 15 days of the beginning of the work year;
    - ii) subsequently, the time must be modified by the teacher to take into account any time determined by the school administration to carry out the 27 hours of work and the time prescribed for the 7 group meetings, the first 4 meetings with parents and the 2 meetings with the school committee;
    - iii) in the case where a teacher wishes to make, during the year, a change of an occasional or permanent nature, in determining the times prescribed for carrying out work of a personal nature mentioned in subparagraph 2) of paragraph A), he or she shall proceed as follows:

if it involves a change of an occasional nature, he or she must forward to the school administration a prior notice of at least 24 hours;



if it involves a change of a permanent nature, he or she must forward to the school administration a prior notice of at least 5 days;

the prior notice must indicate the reason for the change.

- 3) The work of a personal nature mentioned in subparagraph 2) of paragraph A) shall be carried out within the daily span of 8 hours.

Notwithstanding the preceding paragraph and clause 8-4.03, after agreement between the teacher and the school administration, work of a personal nature may be carried out outside the weekly schedule of 35 hours or the daily 8-hour span.

The teacher may also decide to carry out work of a personal nature outside the weekly schedule of 35 hours or the 8-hour daily span according to the following terms and conditions:

- i) a maximum of 4 hours per week may thus be scheduled outside the weekly schedule of 35 hours or the 8-hour daily span;
  - ii) the work shall be carried out within the period of 30 minutes immediately preceding or following the 8-hour daily span or during any part of the teacher's meal period prescribed in clause 8-6.01 exceeding 50 minutes;
  - iii) the times for carrying out the work thus determined during the meal period cannot exceed 2 hours per week.
- G) The 27 hours prescribed in subparagraph 1) of paragraph A) include the workload referred to in clause 8-5.02.
- H) The 27 hours also include the organization and the supervision of the socio-cultural, sports and recreational activities outside the students' timetable, but the Board cannot assign a teacher to these activities outside of the students' timetable without the teacher's consent.
- I) At the secondary level, the 27 hours also include the supervision of detention and study periods; however, the Board cannot assign a teacher to these activities for more than one hour per week without the teachers' consent.

#### **8-4.03**

- A) The 32 hours of the regular workweek, subject to paragraph B), fall within a weekly schedule of 35 hours, which shall also be determined for each teacher by the Board or the school administration.
- B) The schedule of 35 hours shall not include the period prescribed for the meals nor the time required for the 7 group meetings or the time required for the first 4 meetings with parents.
- C) The schedule of 35 hours must be situated in a daily span not exceeding 8 hours and to which the same exclusions applicable to the 35 hours shall apply.
- D) If the Board assigns the duties prescribed in paragraph H) of clause 8-4.02 to a teacher, it shall not take into account the 35-hour weekly schedule or the daily 8-hour span.

### **8-5.00 WORKLOAD**

#### **8-5.01**

For the purpose of this chapter, the following definitions shall apply:

- a) Support (encadrement)

Intervention with a student or a group of students to promote the student's personal and social development and to encourage him or her to assume his or her responsibilities as regards his or her own education.

b) Remediation

Intervention by the teacher with a student or a group of students to prevent problems or an academic delay and to offer special support services to students experiencing problems or an academic delay. At the elementary level, the teacher shall carry out remediation activities with his or her students.

c) Supervision of Arrival and Dismissal of Students

Supervision ensured by the teacher of the arrival and dismissal as well as the movement of students, at recess and between periods. The supervision shall not be included in the workload.

### 8-5.02

- A) The workload shall be 23 hours per week for the full-time teacher at the preschool and elementary level and 20 hours per week for the full-time teacher at the secondary level.
- B) The workload shall include the following professional activities expressly assigned by the Board or the school administration: the presentation of courses and lessons, remediation, developmental and cognitive learning activities (preschool), student activities in the students' timetable, support (encadrement) and supervision other than the supervision of the arrival and dismissal from classes and the movement of students.
- C) The workload shall not include the activities mentioned in paragraphs H) and I) of clause 8-4.02.
- D) When the organization of the school or the instruction so requires, the workload may vary in duration, from one week to another, provided that the weekly average does not exceed, on an annual basis, 23 or 20 hours, as the case may be.
- E) If, for special reasons, the Board assigns the teacher a workload which is greater than that prescribed in paragraph A), he or she shall be entitled to a monetary compensation equal to 1/1000 of the annual salary for each period of 45 to 60 minutes. For every period less than 45 minutes or greater than 60 minutes, the compensation shall be equal to the number of minutes divided by 45 and multiplied by 1/1000 of the annual salary.

### 8-5.03

- A) Unless there is an agreement to the contrary between the Board and the Union, the average time to be devoted to the presentation of courses and lessons as well as to the student activities within the students' timetable shall not exceed:
  - 1) 20 hours and 30 minutes for all full-time teachers at the elementary level;
  - 2) 17 hours and 5 minutes for all full-time teachers at the secondary level.
- B) The average time shall be established on October 15 by dividing the total number of hours devoted to the activities for each of the full-time teachers at the level concerned by the total number of full-time teachers at that level. If the average teaching time for a given level exceeds the average teaching time specified in the preceding paragraph A), a compensation established in the following manner shall be added by the Board to the professional improvement budget for the following school year:

the difference between the actual average time and the average time prescribed, divided by the average time prescribed, multiplied by the number of full-time teachers at that level, multiplied by the average salary of those teachers, divided by 200 and multiplied by the number of days during which the excess existed.
- C) For the purpose of the preceding paragraphs A) and B), a full-time teacher shall be a regular teacher with the exception of a teacher on availability, a department head and a teacher who has obtained, under the agreement, a full-time leave of absence or a part-time leave of absence for the whole year.

- D) Unless there is an agreement to the contrary between the Board and the Union, at least 60% of the workload must be devoted to the presentation of courses and lessons as well as to the student activities within the students' timetable. The percentage shall be 50% for department heads.

#### **8-5.04**

If the instruction provided to students covers a cycle other than a 5-day cycle, the number of hours mentioned in this article shall be adjusted proportionately.

### **8-6.00 SPECIAL CONDITIONS**

#### **8-6.01 Meal Period**

Unless there is an agreement to the contrary between the Board and the Union (Appendix XXV), the teacher at the preschool and elementary levels shall be entitled to a period of at least 75 minutes for his or her meal.

Unless there is an agreement to the contrary between the Board and the Union (Appendix XXV), the teacher at the secondary level shall be entitled to a period of at least 50 minutes for his or her meal.

#### **8-6.02 Secretariat**

In a school where the school administration has secretarial staff at its disposal, the teacher may make use of the staff to have work done which is directly related to his or her teaching, such as: reproducing documents, preparing stencils, typing and sending letters to parents. For this purpose, he or she shall approach the school administration and indicate the work he or she would like to have done and the school administration shall assign the work to its secretarial staff according to the availability of the staff.

#### **8-6.03 Substitution**

The Board is responsible for the replacement according to the following terms and conditions:

- A) In case of a teacher's absence, the replacement shall be assumed by a teacher on availability in the locality or by a teacher assigned in whole or in part to substitution.
- B) Failing this, the Board shall call upon:
- 1) a casual supply teacher registered on a list maintained by the Board for this purpose for the locality;
  - 2) the teachers of the school who have reached the maximum of their workload and who wish to do so on a voluntary basis.
- C) If none of the foregoing is available, the other teachers of the school shall assume the substitution according to the following emergency system: to deal with such emergency situations, the principal, after consulting the advisory committee of the school, shall establish an emergency system among the teachers of the school in order to ensure the smooth operation of the school. He or she shall ensure each teacher in the school that he or she shall be treated equitably by the distribution of substitution within the emergency system.

Except for the teacher assigned partially to substitution, the teacher shall be free to undertake the substitution within the emergency system as of the 3<sup>rd</sup> consecutive day of absence of a teacher.

- D) For the purpose of subparagraph 2) of paragraph B) and paragraph C), the remuneration prescribed for replacement for every 45-to 60-minute period shall be equal to 1/1000 of the annual salary. For every period less than 45 minutes or more than 60 minutes, the compensation shall be equal to the number of minutes divided by 45 and multiplied by 1/1000 of the annual salary.

**8-6.04 Access to the Student's School Record**

The teacher shall have access to the student's school record subject to the respect for persons and for the code of ethics of the specialists who insert documents therein.

**8-6.05 Group Meetings, Meetings with Parents or with the School Committee**

The Board or the principal may convene the teachers for any group meeting held during the teachers' work year taking the following provisions into consideration:

- a) The teacher shall be required to attend these group meetings within the regular workweek. However, he or she shall never be required to attend group meetings on Saturdays, Sundays or holidays.
- b) Outside the regular workweek, the teacher may not be required to attend during the work year more than:
  - 1) 7 group meetings of teachers convened by the Board or principal; these meetings must be held immediately after the dismissal of all the students from the school; for the purpose of applying this subparagraph, every meeting of a particular group of teachers such as those of the same grade level, cycle, level, discipline or school shall be considered as a group meeting of teachers;
  - 2) 4 meetings to meet parents, usually scheduled when report cards are handed out; the meetings shall normally be held in the evening.

However, the principal may agree with the teachers on other meetings to meet parents without taking into account the schedule of the teachers' workweek. In such a case, the teacher shall be compensated by a reduction of his or her regular workweek which shall equal the duration of the meeting. The compensation in time shall be taken at a time agreed upon by the principal and the teacher;

- 3) 2 meetings to meet the school committee; the principal may decide not to avail himself or herself of this subparagraph and add one or 2 meetings, as the case may be, in addition to those prescribed in subparagraphs 1) and 2).

**8-6.06 Premises**

The Board shall endeavour to put at the teachers' disposal premises in which the teachers will be able to carry out work related to their duties.

**8-7.00 DEPARTMENT HEAD****8-7.01**

If the Board decides to appoint teachers to the position of department head, they shall be under the responsibility of the principal and their appointment shall be valid only insofar as this article is adhered to in its entirety.

**8-7.02**

The position of department head shall comprise 2 aspects, namely his or her function as a teacher and his or her actual function as department head.

**8-7.03**

As regards his or her actual function as department head, the department head must carry out the following duties and responsibilities:

- a) to assume the coordination and animation tasks related to teaching, to student activities or both;

- b) to act as coordinator and animator for the teachers in his or her department and to encourage them to develop and jointly define, in keeping with the policies and the programs in effect, the content, the teaching methods and techniques, as well as the measurement and evaluation methods which are likely to promote student learning; and/or to take the necessary steps to stimulate the participation of the teachers in his or her department in the organization, supervision and animation of student activities;
- c) in particular, to assist the teacher on probation in his or her department and participate in his or her evaluation;
- d) at the request of his or her superior, to collaborate in the determination of the needs in teaching and consumable materials for his or her department and in the control of their use;
- e) to counsel and advise his or her superior on teaching strategies.

Moreover, the department head shall carry out other duties that could be assigned to him or her in keeping with clause 8-2.01.

#### **8-7.04**

Each department head must be released from a portion of his or her workload, at a time agreed to between the school principal and the teacher, in order to allow him or her to better fulfill the function of department head. The release time must be devoted exclusively to his or her function as department head. It shall be the Board's responsibility to determine the portion for each department head, it being specified that the partial release time cannot exceed 50% of the workload of a full-time teacher at the level he or she was assigned prior to his or her appointment.

#### **8-7.05**

The appointment of a teacher as department head shall terminate automatically and without notice on June 30.

#### **8-7.06**

The Board may also appoint a department head who will be assigned specific duties or responsibilities with at-risk students and students with handicaps, social maladjustments or learning disabilities, with teachers or other staff members working with these students. While so appointed, he or she shall carry out duties and responsibilities prescribed in the present article. Moreover, he or she shall carry out other duties that could be assigned to him or her, in keeping with clause 8-2.01 designed to help the students and the staff working in the special education sector.

### **8-8.00 DISTRIBUTION OF THE TEACHERS IN THE SCHOOLS**

#### **8-8.01**

Each year the teaching load required for the total student enrollment of the Board shall be divided among all the teachers working for the Board. The total number of teachers to be distributed in the schools shall be determined by the Board, taking into consideration the number of teachers allowed the Board by the Ministère.

#### **8-8.02**

The rules respecting the distribution of teachers in the schools shall be established, where applicable, in accordance with the provisions agreed to in writing between the Board and the Union.

Any written agreement to this effect between the Board and the Union shall be considered as part of the agreement and shall be subject to the provisions of Chapter 9-0.00.

**8-8.03**

If the rules respecting the distribution of teachers are established by the Board and the Union under clause 8-8.02 and the rules stipulate a maximum number of students per group, the teacher whose group exceeds the maximum indicated shall be entitled to a monetary compensation calculated according to the formula prescribed in Appendix XII under the conditions mentioned therein.

**8-9.00 DISTRIBUTION OF DUTIES AND RESPONSIBILITIES AMONG THE TEACHERS OF A SCHOOL****8-9.01**

The school administration shall consult the school council on:

- a) the general criteria needed to distribute functions and responsibilities such as: the number of groups, number of teaching hours, number of disciplines and number of grades and or levels;
- b) the criteria, other than the number of students per group, used in the formation of groups;
- c) the distribution of student supervision activities;
- d) the plan concerning the distribution of duties and responsibilities.

**8-9.02**

Taking into account articles 8-4.00 and 8-5.00 and after consultation with the school council, the principal shall distribute the functions and responsibilities among the teachers taking into account the needs of the Board, the qualifications, experience, competence and seniority of the teacher.

When forming groups, the principal shall take into account the needs of the Board, the qualifications, experience, competence and seniority of the teacher as well as the specific needs of the students with handicaps, social maladjustments or learning disabilities, the monitoring of the education plans, and existing resources.

**8-9.03**

If a teacher is not satisfied with the distribution of his or her functions and responsibilities by the principal, he or she may submit to the principal his or her complaint in writing within 5 days of receiving his or her workload.

The principal must consult within 10 days the school council on this matter and must, within 15 days of the complaint, inform the teacher concerned of his or her decision.

**8-9.04**

A teacher who claims that the Board has not acted towards him or her in an equitable and just manner in applying this article may lodge a complaint in accordance with the procedure for settling grievances prescribed in article 9-1.00.

**8-10.00 NEW PROGRAMS (PROTOCOL)****8-10.01**

Before implementing a new program specific to the Cree School Board or before experimenting with a pilot project, where applicable, throughout the entire process, the Board shall:

- a) consult the board committee;
- b) identify the person responsible for the file;
- c) provide the teachers and students concerned with learning materials and textbooks in sufficient quantities;
- d) ensure that the teachers receive the necessary training;

- e) define, after consulting with the board committee<sup>1</sup> the guidelines for the implementation and evaluation process.

#### **8-10.02**

Every year, the Board shall provide teachers with a qualitative evaluation of the implementation or experimentation process.

#### **8-11.00 PROVISIONS CONCERNING STUDENTS WITH HANDICAPS AND STUDENTS WITH SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES**

##### **8-11.01**

The Board shall consult the Union within 120 days of the date of the coming into force of the agreement concerning the updating of its policy on the organization of educational services for students with handicaps, social maladjustments or learning disabilities.

Where applicable, amendments to the policy must be submitted to the council of commissioners of the Board for adoption at its subsequent meeting or the meeting after.

Moreover, the Board shall publish its new policy as of the date on which it comes into force and at the beginning of every school year in each of the schools.

##### **8-11.02 Policy Concerning the Organization of Educational Services to Students with Handicaps, Social Maladjustments or Learning Disabilities**

The new policy must include:

- a) the terms and conditions for evaluating students with handicaps, social maladjustments or learning disabilities must provide for the participation of the student's parents and the student, unless he or she is unable to do so;
- b) the terms and conditions for integrating students;
- c) the support services for the integration (assistance to the students and support to the teacher);
- d) the terms and conditions for regrouping students in special groups or classes;
- e) the terms and conditions for the development and evaluation of individualized education plans.

##### **8-11.03 Teachers' Role**

With respect to the student recognition process and the implementation of the necessary support measures, the teacher's role and expertise are considered key elements.

To this end, he or she must, in particular, record and share with any other individual involved in the intervention process the information concerning the students, particularly with respect to the interventions conducted.

Teachers shall participate in the committee described in paragraph B) of clause 8-11.04.

When a teacher detects in his or her class a student who, in his or her opinion, demonstrates particular social maladjustments or learning disabilities or shows signs of a mild motor impairment, an organic impairment or a language disorder, a moderate to severe intellectual handicap or severe developmental disorders or a severe physical handicap, he or she shall submit a report to the school principal or vice-principal so that the case may be studied by the local committee. In particular, this report shall include the following elements:

- a) the reason for the request;

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<sup>1</sup> The board committee may mandate a subcommittee if a project involves one or more schools.

- b) the description of the issue and context;
- c) the various interventions already carried out;
- d) the support services requested.

#### **8-11.04 Education Plan**

##### **A) Information**

A teacher shall have access to any pertinent information, the foregoing in conformity with the law and any applicable code of ethics, where applicable.

##### **B) Local Committee**

Within 15 workdays of receiving the teacher's report, the school principal shall set up a local committee in order to ensure that the case is studied and that the progress of a student with a handicap, social maladjustment or learning disability is monitored. The committee shall be composed of a representative of the school administration, the teacher or teachers concerned and, at the committee's request, a professional. The committee shall invite parents to take part in the work of the committee; however, their absence cannot prevent the committee from carrying out its work.

A specialized education technician or an interpreter-technician may also take part upon request in the committee meetings when a student for whom he or she is responsible is specifically mentioned on the agenda, in particular when establishing or revising the individualized education plan.

Any other concerned employee can take part in these meetings upon invitation from the school principal.

Once the principal has studied the file, he or she shall prepare an individualized education plan when required by the committee. The plan shall define the nature of the services and the resources necessary to meet the needs of the student, according to the Board's resources. Those involved in the intervention efforts shall have access to the education plan as a reference tool.

##### **C) Implementation of an Individualized Education Plan**

Barring uncontrollable circumstances, the individualized education plan established in paragraph B) must be implemented no later than 30 working days after the teacher prepared his or her report.



**CHAPTER 9-0.00****SETTLEMENT OF GRIEVANCES AND ARBITRATION****9-1.00 PROCEDURE FOR SETTLING GRIEVANCES****9-1.01**

The Union and the Board shall agree, in writing, on a procedure for settling disagreements at the local level that must precede the current procedure. It is understood that this preliminary step extends the time limit prescribed in clause 9-1.03 by 60 days. The 2 parties shall also be subject to that procedure.

Any disagreement between a teacher and the Board must be subject to the preliminary step except for those related to the application of Chapters 1-0.00, 2-0.00, 3-0.00, 4-0.00, 9-0.00 and 10-0.00.

As regards Chapter 5-0.00, disagreements related to the provisions of the following articles: 5-3.00, 5-4.00, 5-5.00, 5-7.00, 5-8.00, 5-9.00, 5-10.00, 5-12.00, 5-13.00, 5-16.00, 5-17.00, 5-18.00 and 5-19.00 are excluded.

As regards Chapter 6-0.00, disagreements related to the provisions of article 6-5.00 are excluded.

As regards Chapter 8-0.00, disagreements related to the provisions of the following articles: 8-3.00, 8-4.00, 8-5.00, 8-8.00 and 8-9.00 are excluded.

As regards Chapter 11-0.00, disagreements related to the provisions of the following clauses: 11-2.02, 11-6.01 and 11-9.01 to 11-9.03 are excluded.

As regards Chapter 13-0.00, disagreements related to the provisions of the following articles: 13-2.00, 13-6.00 and 13-7.00 are excluded.

The Board and the Union may agree on other exclusions or inclusions.

**9-1.02**

In order to settle, as quickly as possible, every grievance which may arise during the life of the agreement, the Board and the Union agree to comply with the procedure prescribed in this article.

**9-1.03**

The Union shall send a written notice to the authority designated by the Board by registered or certified mail, by fax and mailed, delivered by hand or served by bailiff that a grievance has arisen. The notice of grievance must state, without prejudice, the facts which gave rise to the grievance and, for information purposes, the articles or clauses involved and the required corrective measure.

The notice of grievance must be mailed, faxed or delivered within one hundred and 120 days of the date of the event that gave rise to the grievance.

**9-1.04**

The date of the post office receipt for the documents forwarded by registered mail or the receipt for the documents received by certified mail or fax shall constitute prima facie proof for calculating the time limits prescribed in articles 9-1.00 and 9-2.00.

**9-1.05**

No teacher shall be subjected to intimidation, reprisals or discrimination because he or she is involved in a grievance.

9-2.00      ARBITRATION

9-2.01

Any grievance may be referred to arbitration by the Union according to the procedure prescribed in this article.

9-2.02

The Union wishing to submit a grievance to arbitration must, within 60 days of the date of the receipt for the grievances forwarded as prescribed in clause 9-1.04, give a written notice to this effect to the Board and to the chief arbitrator<sup>1</sup> whose name appears in clause 9-2.03. The notice must contain a copy of the grievance and must be forwarded by registered or certified mail, fax, delivered by hand or served by bailiff.

9-2.03

- A)    For the duration of the agreement, every grievance submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:
- 1)    Jean-Guy Ménard, chief arbitrator

BEAULIEU, Francine

BHÉRER, Jacques

BOULIANNE, Jean

CHARLEBOIS, Paul

CHOQUETTE, Robert

DORÉ, Jacques

DOYON, Louise

FAUCHER, Nathalie

FERLAND, Gilles

FLYNN, Maureen

FORTIER, Diane

FORTIER, François G.

FORTIN, Pierre A.

GAGNON, Denis

GAUVIN, Jean

GUILBERT, Marcel

LALANDE, Serge

L'HEUREUX, Joëlle

MORENCY, Jean M.

NADEAU, Denis

POULIN, Marc

RONDEAU, Claude

ROY, Jean-Guy

THELLAND, P.-Émile

TOUSIGNANT, Lyse

TREMBLAY, Denis

VEILLEUX, Diane

VILLAGGI, Jean-Pierre
- 2)    Any other person appointed by the Centrale, the Fédération and the Ministère to act as arbitrator.

3)    The arbitrator shall proceed with an arbitration assisted by 2 assessors if, when the grievance is entered on the monthly arbitration roll or within the 15 days that follow, the representative of the Centrale so requests or if the representative of the Fédération and the representative of the Ministère jointly request it.
- B)    The parties declare that they favour arbitration before a single arbitrator.
- C)    Unless the hearing has already begun, every grievance submitted to arbitration under former collective agreements shall be referred to an arbitrator or an arbitrator assisted by assessors as prescribed in this article.

<sup>1</sup>    Address of the chief arbitrator:  
Greffé des tribunaux d'arbitrage  
du secteur de l'éducation  
Édifice Lomer-Gouin  
575, rue Saint-Amable, bureau 2.02  
Québec (Québec) G1R 5Y8  
Fax: 418-646-6848

- D) Every arbitrator appointed under this clause is deemed competent to act as arbitrator who shall decide, in conformity with the provisions of the 1983-1985 collective agreement, the 1986-1988 collective agreement, the 1989-1991 collective agreement and its extensions, the 1994-1995, 1995-1998, 2000-2003 and 2005-2010 agreements on any legal grievance arising from these provisions; the foregoing shall not remove from the jurisdiction of other arbitrators or chairmen of an arbitration tribunal any grievance referred to them by the first chairman before the date of the coming into force of the agreement.

The chief arbitrator appointed under this clause is deemed competent to act as first chairman or chief arbitrator for the grievances submitted under the preceding paragraph.

- E) Any grievance which legally arose before the expiry of the 2005-2010 Agreement and which was submitted to arbitration after the expiry of the 2005-2010 Agreement is considered as validly submitted to arbitration. To this end, the Board and the Ministère shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the 2005-2010 Agreement.

#### 9-2.04

In the event of an arbitration with assessors, one assessor shall be designated by the Centrale and another assessor shall be designated jointly by the Fédération and the Ministère.

Every assessor thus appointed shall be deemed competent to sit, whatever his or her past or current activities, interest in the litigation or functions in the Union, the Board or elsewhere.

#### 9-2.05

As of his appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his or her honour before a Superior Court judge to carry out his or her duties in conformity with the law, the provisions of the agreement and according to equity and good conscience.

Upon his or her appointment, each arbitrator shall take an oath or shall pledge on his or her honour, before the chief arbitrator, for the life of the agreement, to render his or her decisions in conformity with the law and the provisions of the agreement and according to equity and good conscience. Thereafter, at the beginning of each arbitration, the arbitrator shall receive the oaths or pledge on their honour from the assessors to carry out their duties in conformity with the law and the provisions of the agreement and according to equity and good conscience.

#### 9-2.06

After the recording of the notice of arbitration mentioned in clause 9-2.02, the records office shall immediately acknowledge receipt to the Union and shall confirm the file number attributed to the grievance received.

A copy of the acknowledgement, of the notice of grievance and of the notice of arbitration shall be sent without delay to the Board, the Centrale, the Fédération and the Ministère.

#### 9-2.07

The chief arbitrator or, in his absence, the chief records clerk, under the authority of the chief arbitrator, shall:

- a) prepare the monthly arbitration roll in the presence of the representatives of the Centrale, the Fédération and the Ministère;
- b) appoint an arbitrator from the list mentioned in clause 9-2.03;
- c) set the time, date and place of the first arbitration session<sup>1</sup> as prescribed in clause 9-2.08;

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<sup>1</sup> As of January 1, 2007, the grievances related to a dismissal (article 5-7.00) or to a nonreengagement (article 5-8.00) are subjects for which the first arbitration day must be determined within 60 days of the notice of arbitration.

- d) indicate for each grievance whether it involves an arbitration referred to the regular procedure or the summary procedure according to the criteria determined in clause 9-2.03.

The records office shall notify the arbitrators, the assessors, where applicable, the parties concerned, the Centrale, the Fédération and the Ministère.

As of the date of the signing of the agreement, the local party that requests the postponement of an arbitration session within 30 days or less of a hearing shall pay the arbitrator the sum of \$400; if both parties request the postponement, the amount shall be divided equally between the parties.

#### **9-2.08**

Upon the request of one of the parties, every grievance is heard in the community of Oujé-Bougoumou or in another community situated in the territory of the Board. As regards the prearbitration mediation, the parties shall decide on the location of the arbitration hearing in the territory of the Board as prescribed in Appendix XXIII.

Upon request from the Board, the parties may agree that certain hearings or parts of hearings, for example expert testimonies, can take place outside the territory of the Board in order to facilitate the proceedings.

#### **9-2.09**

The Centrale, the Fédération and the Ministère shall inform the records office of the name of an assessor of their choice for each arbitration with assessors entered on the monthly roll within 15 days of the entering of the case on the arbitration roll.

#### **9-2.10**

Subsequently, the arbitrator shall set the time and date of the subsequent sessions, where applicable, and shall so inform the records office; the records office shall notify the assessors, where applicable, the parties concerned, the Centrale, the Fédération and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

#### **9-2.11**

The arbitrator or assessor shall be replaced according to the procedure established for the original appointment.

#### **9-2.12**

If an assessor is not designated in accordance with the original appointment procedure or if an assessor is not replaced before the date set for the hearing, the arbitrator shall appoint him or her, ex officio, on the day of the hearing.

#### **9-2.13**

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she deems appropriate.

#### **9-2.14**

At any time before the first deliberation meeting, the Centrale, the Fédération and the Ministère may individually or collectively intervene put forward any argument that they deem appropriate or pertinent.

However, if one of the aforementioned parties wishes to intervene, it must inform the other parties of its intention and of the subject of its intervention.

**9-2.15**

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.

**9-2.16**

The arbitrator may deliberate in the absence of an assessor provided he or she has notified the absent assessor as prescribed in clause 9-2.10 at least 7 days in advance.

**9-2.17**

Except in the case of the production of written notes where the Board and the Union may agree to extend 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 time limits.

The chief arbitrator may not assign a grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

**9-2.18**

- A) The arbitration decision shall state the reasons therefore and shall be rendered in writing; it shall be signed by the arbitrator.
- B) Any assessor may make a separate report and include it with the decision.
- C) The arbitrator shall file the signed original copy of the decision at the records office and, where applicable, shall send a copy to the 2 assessors at the same time.
- D) The records office, under the responsibility of the arbitrator or the chief arbitrator, shall forward a copy of the decision and the separate report, where applicable, to the parties concerned, the Centrale, the Fédération and the Ministère and shall file, for and on behalf of the arbitrator, 2 certified copies at the records office of the Commission des relations du travail.

**9-2.19**

At any time, before the final decision, an arbitrator may render any interim or interlocutory decision that he or she deems just and useful.

The arbitration decision shall be without appeal, executory and shall bind the parties.

When an arbitration decision grants a time limit in which to fulfill an obligation, the time limit shall run from the date on which the decision was sent by the records office, unless the arbitrator decides otherwise and so indicates in his or her decision.

**9-2.20**

The arbitrator may not, by a decision regarding a grievance, modify, subtract from or add to the clauses of the agreement.

**9-2.21**

The arbitrator, eventually 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 suffered by the teacher because of the Board's error in interpreting or applying the agreement.

This clause shall not apply in cases of dismissal or nonreengagement for reasons other than the surplus of personnel.

In particular instances, this clause shall apply to the grievance due to a nonreengagement because of surplus of personnel of a full-time teacher who is legally qualified, provided that the procedure prescribed in article 5-8.00 has been followed in its entirety by the teacher and that the only reason given by the Board supporting the nonreengagement is the surplus of personnel. In the case of this latter grievance, the second paragraph of clause 5-8.08 shall not apply.

**9-2.22**

The chief arbitrator shall choose the chief records clerk.

The chief records clerk shall assign the hearing-clerks to the various arbitration sessions.

**9-2.23**

- A) The fees and expenses of the arbitrator shall be paid by the losing party. However the fees and expenses of the arbitrator shall be paid by the Ministère in the case of a grievance contesting a dismissal under article 5-7.00 or a nonreengagement under article 5-8.00 for the following reasons: incapacity, negligence in performing duties, insubordination, misconduct or immoral behaviour.

In the case of a mitigated grievance, the arbitrator shall determine how expenses will be shared by each party. In the case of mediation, the fees and expenses of any other third party called upon to settle a dispute shall be assumed equally by the Board and the Union.

- B) Paragraph A) applies only to grievances filed on or after February 1, 2006. Any grievance filed prior to that date shall continue to be governed by clause 9-2.23 of the 2000-2003 collective agreement.

Notwithstanding the preceding paragraph, paragraphs A), B) and C) of clause 9-2.23 of the 2000-2003 Agreement shall still apply as regards grievances filed before February 1, 2006. As regards these grievances, the Board and the Union commit to working together to prioritize the grievances filed before February 1, 2006.

- C) The allowance to be paid as cancellation costs, as the case may be, shall be assumed by the party cancelling the grievance or the party that allows the grievance.

In the event of a settlement, whatever the number of grievances concerned and the nature of the settlement, the allowance to be reimbursed as cancellation costs as well as the fees and expenses of the arbitrator, if applicable, shall be shared equally between the parties or according to the modalities of the settlement. Upon request from one of the parties, the arbitrator who takes note of the settlement can determine another sharing.

The Board or the Union requesting the postponement of a hearing within 30 days or less of a hearing shall pay the arbitrator the sum of \$400. If both parties request the postponement, the amount shall be divided equally between the parties.

The allowance to be paid as cancellation costs for the circumstances provided for in the preceding paragraphs shall only apply when the request for cancellation of a hearing is presented to the arbitrator less than 30 days preceding the hearing date. This period may differ following an agreement between the national parties concerned.

- D) The expenses of the records office shall be assumed by the Ministère.
- E) The hearings and deliberations shall be held in rooms provided free of rental cost.

**9-2.24**

The assessors shall be remunerated and reimbursed for their expenses by those whom they represent.

**9-2.25**

If one party requires the services of an official stenographer, the fees and expenses shall be the responsibility of the party which requested them.

If the official stenographer's notes are transcribed, a copy shall be forwarded free of charge by the stenographer to the arbitrator before the beginning of the deliberations.

**9-2.26**

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 one of the parties, the arbitrator may summon a witness in accordance with the *Labour Code* (R.S.Q., c. C-27).

**CHAPTER 10-0.00                    GENERAL PROVISIONS****10-1.00        NULLITY OF A STIPULATION****10-1.01**

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

**10-2.00        INTERPRETATION OF TEXTS****10-2.01**

The French text shall constitute the official text of the agreement.

**10-2.02        (Protocol)**

The Ministère and the Board on the one hand and the Centrale on the other hand shall agree to an English translation of the agreement.

The Ministère and the Board agree to provide, within 6 months of the coming into force of the agreement, a translation of the agreement in Cree.

**10-2.03**

All of the clauses of the agreement which are marked "Protocol" are included in the text of the agreement for information purposes.

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 the agreement.

**10-2.04**

- A) The appendices shall form an integral part of the agreement with the exception of Appendices V, XV, XX, XXIV and XXVIII.
- B) In the event of a grievance concerning Appendix IV, arbitration shall take place as prescribed in Chapter 9-0.00 except that the arbitrator and assessors are members of the Revision Committee prescribed in clause 6-1.07; the chairperson shall act as arbitrator.

**10-2.05**

For the purpose of drafting the agreement, the parties have agreed to use the masculine and feminine genders in all designations of persons. To this end, the parties have established the rules found in Appendix XVI. [Rules apply to the French text only.]

The application of these rules cannot have the effect of modifying the rights and benefits which would have applied if the text had been written in the masculine gender and, unless the context indicates otherwise, may not have the effect of granting different rights or benefits to men or to women.

**10-3.00        COMING INTO FORCE OF THE AGREEMENT****10-3.01**

- A) The Agreement shall come into force on the day of signature, subject to paragraphs B) and C) of this clause and to any other specific provision of the Agreement providing for a different date of application.



- B) The following provisions of the Agreement shall apply as of the 2010-2011 school year:
- Appendix XXXII.
- C) The following provisions of the Agreement shall only apply as of the 2011-2012 school year:
- article 8-11.00.

For any period before the 2011-2012 school year, as regards the provisions mentioned in this paragraph, the corresponding provisions of the 2005-2010 Agreement shall continue to apply, as the case may be.

### **10-3.02**

The agreement shall expire on March 31, 2015.

However, the working conditions prescribed in the agreement shall continue to apply until a new collective agreement is signed.

### **10-3.03**

Unless specifically stated otherwise, the agreement shall replace all the collective agreements and agreements previously concluded between the Board and the Union insofar as these collective agreements and agreements were applicable to teachers.

## **10-4.00 REPRISALS, DISCRIMINATION AND EQUAL OPPORTUNITY**

### **10-4.01**

No Board representative, union delegate or representative shall be subjected to any sort of reprisal or discrimination during or following the carrying out of his or her duties.

### **10-4.02**

The Board and the Union shall recognize for every teacher the right to exercise in complete equality his or her rights and freedoms as vested in the *Charter of Human Rights and Freedoms* (R.S.Q., c. C-12).

The Board shall expressly agree to respect, in its actions, attitudes and decisions, the exercise by every teacher, in full equality, of human rights and freedoms, without distinction, exclusion or preference which could lead to discrimination as defined in the Charter mentioned in the preceding paragraph.

Notwithstanding this clause, the Board shall be allowed to adopt programs such as hiring, training, professional improvement, promotion programs, etc. designed to improve the situation of the beneficiaries of the James Bay and Northern Québec Agreement. Any distinction, exclusion or preference established by these programs shall be considered nondiscriminatory.

### **10-4.03**

No reprisal, threat or constraint shall be made against a teacher as a result of the exercise of a right that the agreement or the law recognizes for him or her.

### **10-4.04**

This article shall apply to teachers-by-the-lesson and casual supply teachers.

**10-5.00 INTERDICTION****10-5.01**

Strikes and lockouts shall be forbidden to every person as of the date of the coming into force of the agreement and for as long as the right to strike and lock out is not acquired under the *Labour Code* (R.S.Q., c. C-27).

**10-6.00 PRINTING (PROTOCOL)****10-6.01**

The text of the Agreement is available on the portal of the management negotiating committees of the Education sector and of the Union. The Board and the Union may also agree to make it available through a hyperlink on the Board's website.

**10-6.02**

The cost of printing or photocopying the Agreement shall be assumed by the Management Committee; it shall forward to the Union 250 copies of the French version and 250 copies of the English version.

**10-6.03**

The translations costs in English and Cree shall be assumed by the Management Committee. The English version shall be made available to English-speaking teachers and to the Union as soon as possible. The same applies if the Board has the agreement translated in Cree.

**10-7.00 AMENDMENTS TO THE AGREEMENT****10-7.01**

The Management Committee on the one hand, and the Centrale on the other hand must meet at either party's request to discuss any question relating to the teachers' working conditions. Any solution accepted in writing by the Management Committee on the one hand and the Centrale on the other hand may have the effect of subtracting from or modifying any of the provisions of the agreement or of adding one or several provisions to the agreement. However, any solution thus accepted shall apply only with the written consent of the Board and the Union.

**10-7.02**

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

**10-8.00 TECHNOLOGICAL CHANGES****10-8.01**

The use of a computer by a teacher as part of his or her teaching duties shall be a subject submitted to the board committee prescribed in Chapter 4-0.00.

**10-8.02**

The use of a computer by a teacher in carrying out tasks related to his or her general duties shall be a subject submitted to the board committee prescribed in Chapter 4-0.00.

**10-9.00 PSYCHOLOGICAL HARASSMENT****10-9.01**

Every teacher is entitled to work in an environment free of psychological harassment, as prescribed in the *Act respecting labour standards* (R.S.Q., c. N-1.1).

**10-9.02**

The Board shall take reasonable measures to prevent harassment and to stop such harassment behaviour brought to its attention.

**10-9.03**

A teacher who claims harassment may call upon the Board to try and find a solution to these allegations.

The Board shall follow the process and procedures prescribed in its policy in order to deal with these allegations. During any meeting with the employer, within the context of this clause, the teacher may be accompanied by a union representative, if he or she desires.

**10-9.04**

Subject to the right of any party involved to make full answer and defence, the names of the persons concerned and the circumstances related to the meeting prescribed in clause 10-9.03 and to the grievance that may ensue must be treated in a confidential manner.

**10-9.05**

Any grievance regarding psychological harassment shall be submitted to the Board by the Union with the consent of the plaintiff according to the procedure under Chapter 9-0.00.

**10-9.06**

This article shall apply to casual supply teachers and teachers-by-the-lesson.

**10-9.07**

A grievance dealing with psychological harassment shall be given hearing priority.

**10-10.00 HEALTH AND SAFETY****10-10.01**

The Board and the Union shall collaborate through the board committee to maintain working conditions that take into account the teachers' health, safety and physical well-being.

**10-10.02**

The Board and the Union may agree to set up a specific health and safety committee.

**10-10.03**

The teacher 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 or near the work premises;

- c) undergo health examinations required for the application of the law and the regulations applicable to the Board.

**10-10.04**

Insofar as it is prescribed by law and the regulations applicable to it, the Board must take the measures necessary to protect the health and ensure the safety and well-being of the teachers; it must, in particular:

- a) see that the buildings under its jurisdiction are equipped and laid out in such a way as to protect the teachers;
- 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 the teachers;
- c) provide suitable lighting, ventilation and heating;
- d) provide safe material and ensure that it is kept in good condition;
- e) allow a teacher while in the employ of the Board to undergo health examinations required for the application of the law and the regulations applicable to the Board.

**10-10.05**

Placing individual or group safety means and equipment at the teachers' disposal in order to meet their specific needs, as required by law and the regulations applicable to the Board, must not reduce in any way the efforts required by the Board, the Union and the teachers to eliminate at the source dangers to their health, safety and physical well-being.

**10-10.06**

When a teacher exercises the right of refusal prescribed in the *Act respecting occupational health and safety* (R.S.Q., c. S-2.1), he or she must notify his or her immediate superior or an authorized representative of the Board immediately.

As soon as he or she is notified, the immediate superior or, where applicable, the authorized representative of the Board shall convene the union representative mentioned in clause 10-10.10, if he or she is available, or, in the case of an emergency, the union delegate of the building concerned; the purpose of the summons shall be to assess the situation and the corrective measures that the immediate superior or the authorized representative of the Board intends to apply.

For the purpose of the meeting following the summons, the union representative or, where applicable, the union delegate may temporarily interrupt his or her work without loss of salary, supplements, premiums for regional disparities or reimbursement.

**10-10.07**

The right of a teacher mentioned in clause 10-10.06 shall be exercised subject to the relevant provisions of the law and regulations concerning occupational health and safety applicable to the Board and subject to the terms specified therein, where applicable.

**10-10.08**

The Board may not impose a dismissal, a nonreengagement, a transfer or a disciplinary or discriminatory measure due to the fact that the teacher exercised, in good faith, the right prescribed in clause 10-10.06.

**10-10.09**

Nothing in the agreement shall prevent the union representative or, where applicable, the union delegate from being accompanied by a union adviser at the meeting prescribed in clause 10-10.06; however, the Board or its representatives must be informed of the presence of the adviser before the meeting is held.

**10-10.10**

The Union may expressly designate one of its representatives to the board committee or to the committee formed under clause 10-10.02, 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, supplements, premiums for regional disparities or reimbursement in the following cases:

- a) to attend a meeting prescribed in the third paragraph of clause 10-10.06;
- b) to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the Board in connection with a matter dealing with the health, safety or physical well-being of a teacher.

**10-10.11**

If the Board decides to implement a teacher assistance program, it shall consult the board committee beforehand.

**10-11.00 1989-1995 AGREEMENT, 2000-2003 AGREEMENT AND 2005-2010 AGREEMENT****10-11.01 1989-1995 Agreement**

The expression "1989-1995 Agreement" refers to the 1989-1991 collective agreement and its extensions until June 30, 1995.

**10-11.02 2000-2003 Agreement**

The expression "2000-2003 Agreement" refers to the 2000-2002 collective agreement and its extension until June 30, 2003.

**10-11.03**

The expression "2005-2010 Agreement" refers to the provisions binding the parties for the 2005-2010 period.

**10-12.00 EXPRESSION "WITHIN 'X' DAYS OR MONTHS"****10-12.01**

The expression "within 'x' days or months" of the coming into force of the agreement applies as of the date of signature.

**10-13.00 RETROACTIVITY****10-13.01**

This article shall apply to the full-time or part-time teacher, the replacement teacher, the teacher-by-the-lesson, the casual supply teacher and the hourly paid teacher.

**10-13.02**

The word “salary” used in this article includes what is applicable in the present case, the salary itself, that is the salary scale under clause 6-5.03 or the rates indicated in clauses 6-7.02, 6-7.03, 11-2.02 and 13-2.03 or in paragraph 1 of Appendix XXXII of the 2010-2015 Agreement and, as well, if applicable, any amount owing under the Agreement, that is:

- the benefits and allowances paid by the Board under articles 5-10.00 and 5-13.00;
- the salary to be paid for replacement under clause 6-8.02;
- the annual supplements under article 6-6.00;
- the salary to be paid for excess periods under paragraph C) of clause 8-5.02, 11-8.03 E) and 13-10.08 A);
- the benefits for regional disparities under clause 12-2.01.

**Section 1 Determination of the Amounts Owing for Retroactivity Purposes****10-13.03 For the Period Included Between the 141<sup>st</sup> Workday of the 2009-2010 School Year and the Date of the Coming Into Force of the Agreement**

A teacher shall be entitled to a retroactive payment, based on the duration of his or her service, equal to the difference, if positive, between

- the salary that he or she should have received for the period included between the 141<sup>st</sup> workday of the 2009-2010 school year and the date of the coming into force of the Agreement;

AND

- the salary he or she should have received for the same period.

**Section 2 Payment of the Amounts Owing for Retroactivity Purposes****A) Amounts Owing to the Teacher in the Employ of the Board on the Date of the Coming Into Force of the Agreement****10-13.04 Amounts Owing by the Application of Clause 10-13.03**

The amounts owing for this period are payable within 60 days of the coming into force of the Agreement.

**B) Amounts Owing Through the Application of clause 10-13.03 to the Teacher who Is no Longer in the Employ of the Board on the Date of the Coming Into Force of the Agreement****Transmission of Relevant Information****10-13.05**

Within 60 days of the date of the coming into force of the Agreement, the Board shall provide the Union with the list of teachers who have left their jobs after the 140<sup>th</sup> workday of the 2009-2010 school year and their last known address.

**10-13.06**

The Board and the Union shall work together to compile all relevant information regarding the teachers concerned, in particular as regards their last known address.

**10-13.07**

The amounts owing by the application of clause 10-13.03 to the teacher who is no longer in the employ of the Board on the date of the coming into force of the Agreement shall be sent to his or her last known address at the latest within 15 days<sup>1</sup> of the date of payment to teachers still in the employ of the Board.

**Section 3     Other Provisions****10-13.08    Enforceability by the Heirs and Assigns**

The amounts owing to a teacher under this article may be requested, where applicable, by his or her heirs and assigns.

**10-13.09**

Any error in the final payment of retroactive amounts owing shall be corrected as soon as possible.

Any excess payment can be recovered by the Board in accordance with article 6-9.00 inasmuch as it applies to this article.

If it does not apply, the following provisions shall apply:

- a)    in the case of a teacher who is no longer with the Board, the latter shall recover the amounts owing in accordance with applicable legislation;
- b)    in the case of a teacher still in the employ of the Board, the latter shall agree with the teacher and the Union on the terms and conditions of reimbursement before recovering the excess payments. Failing agreement, the Board shall set the terms and conditions of reimbursement and shall ensure such deduction never exceeds more than 10% of the gross salary for each pay period.

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<sup>1</sup>    Excluding the months of July and August.

**CHAPTER 11-0.00            ADULT EDUCATION****11-1.00    DEFINITIONS AND PRELIMINARY PROVISIONS****Definitions****11-1.01**

Chapter 1-0.00 applies, with the exception of the following definitions: 1-1.09, 1-1.10, 1-1.23, 1-1.24, 1-1.25, 1-1.26, 1-1.27, 1-1.39 and 1-1.42; and by adding the following definition:

**Adult Education Specialty**

One of the specialties defined as such by the Board after consultation with the Union.

**Preliminary Provisions****11-1.02**

Each time one of the provisions of this chapter refers to another provision which is not included, the latter shall apply subject to clause 2-1.05 and to the other provisions of this chapter by making the necessary changes.

**11-1.03**

Unless the context indicates otherwise, for the purpose of applying this chapter, each time a clause or article in this chapter refers to a clause or article containing the word "school" it shall be replaced by "adult education centre".

**11-2.00    HOURLY PAID TEACHERS****11-2.01**

Only the articles, clauses and appendices in which they are expressly referred to as well as the following articles, clauses and appendices shall apply to hourly paid teachers employed directly by the Board to teach adults within the framework of adult education courses:

- articles 3-1.00 to 3-3.00;
- article 3-7.00;
- article 5-12.00;
- articles 10-1.00, 10-2.00, 10-4.00 and 10-5.00;
- clauses 10-3.01 and 10-3.02;
- articles 11-1.00 and 11-2.00;
- Appendix I.



11-2.02

A) An hourly paid teacher shall be remunerated at the hourly rates set hereinafter:

PERIODS CONCERNED	HOURLY RATE
As of the 141 <sup>st</sup> workday of the 2009-2010 school year	\$47.24
As of the 141 <sup>st</sup> workday of the 2010-2011 school year	\$47.59
As of the 141 <sup>st</sup> workday of the 2011-2012 school year	\$48.07
As of the 141 <sup>st</sup> workday of the 2012-2013 school year	\$48.91
As of the 141 <sup>st</sup> workday of the 2013-2014 school year	\$49.89

- B) The rates shall be for 50 to 60 minutes of teaching and the hourly paid teacher whose periods are shorter than 50 minutes or longer than 60 minutes shall be remunerated as follows: every period less than 50 minutes or greater than 60 minutes shall be equal to the number of minutes of teaching divided by 50 and multiplied by the hourly rate prescribed above.
- C) Even if the rates are only paid when work is carried out, they shall include payment for work carried out and for the same paid legal holidays as those of regular teachers.

11-2.03

The Board shall assume the following expenses incurred by every adult education teacher recruited in Québec from more than 50 kilometres from the locality where he or she is required to perform his or her duties, provided that it be situated in one of the sectors described in clause 12-1.02:

- a) the transportation expenses of the transferred teacher from his or her point of departure within the meaning of clause 12-1.01 to his or her place of assignment for only one return trip at the beginning and end of his or her period of engagement; these expenses shall be payable provided that the teacher is not reimbursed for these expenses by another plan, such as the federal mobility assistance program to look for employment, and paragraphs B), C) and D) of clause 12-3.03 shall apply by making the necessary changes;
- b) lodging in the place of assignment for the teacher during his or her period of engagement.

This clause shall not apply if the teacher obtains similar benefits under a contract of engagement with the Board or another employer in the public and parapublic sectors.

11-2.04

The hourly paid adult education teacher shall be entitled to the procedure for settling grievances with regard to the articles and clauses mentioned in this article.

11-3.00 ADULT EDUCATION TEACHERS UNDER CONTRACT

11-3.01

For the purpose of this article, a teacher under contract shall be engaged to teach adult education courses if the teaching time of the teacher is predetermined as equal to or exceeding 240 hours per semester.

**11-3.02**

For the purpose of applying articles 11-4.00 to 11-13.00, the expression "teacher" designates the teacher under contract as specified in clause 11-3.01.

**11-4.00 FIELD OF APPLICATION AND RECOGNITION****11-4.01**

Clause 2-1.02, subparagraph c) of clause 2-1.03 and clauses 2-1.04 and 2-1.05 shall apply by making the necessary changes.

**11-5.00 UNION PREROGATIVES****11-5.01**

Articles 3-1.00, 3-2.00, 3-3.00, 3-4.00 and 3-7.00 shall apply.

Articles 3-5.00 and 3-6.00 shall apply; however, an absence, release time or leave shall be granted to the teacher provided that the Board can find an adequate substitute for the released teacher without entailing additional costs.

**11-6.00 METHODS, SUBJECTS AND MEANS OF PARTICIPATION OF TEACHERS****11-6.01**

Article 4-3.00 applies.

**11-7.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS****11-7.01**

Clauses 5-1.01 and 5-1.15 to 5-1.19 shall apply.

**11-7.02**

The engagement of a teacher shall be made by contract and according to the contract found in Appendix III-e.

The contract of engagement shall terminate automatically and without notice on the date stipulated therein or on the date of occurrence of the event specified therein, whichever date is first, provided that it be after 240 hours of teaching.

**11-7.03**

Clause 5-4.04 shall apply.

**11-7.04**

Articles 5-5.00 and 5-6.00 shall apply.

**11-7.05**

Article 5-7.00 shall apply with the exception of the last paragraph of clause 5-7.13, which shall be replaced by the following provisions: "The arbitrator may annul the Board's decision if the procedure prescribed has not been followed or if the reasons for dismissal are not well-founded or do not constitute sufficient cause for dismissal and may determine, if need be, the amount of the compensation to which he or she is entitled. The compensation cannot exceed the remuneration the teacher would have received under the contract of engagement that was cancelled."

**11-7.06**

Article 5-9.00 shall apply with the exception of clauses 5-9.08 and 5-9.09.

**11-7.07**

Article 5-10.00 shall apply for the duration of the teacher's contract by making the necessary changes to clause 5-10.31 to take into consideration the period covered by the work year.

**11-7.08**

Articles 5-11.00 and 5-12.00 shall apply.

**11-7.09**

Article 5-13.00 shall apply for the duration of the teacher's contract.

**11-7.10**

Article 5-14.00 shall apply with the exception of paragraphs D) and F) of clause 5-14.02.

**11-7.11**

Article 5-18.00 shall apply for the duration of the teacher's contract, provided that the Board can find a substitute.

**11-8.00 REMUNERATION OF TEACHERS****11-8.01**

Articles 6-1.00, 6-2.00 and 6-3.00 shall apply.

**11-8.02 Recognition of Years of Experience**

Article 6-4.00 shall apply; however, for the purpose of determining the number of years of experience at the time of his or her engagement as an adult education teacher, for each school year separately, the quotient obtained by dividing by 4 the total number of 50-to 60-minute periods devoted to adult education shall determine the number of days of experience recognized for the school year in question.

**11-8.03**

- A) Article 6-5.00 applies.
- B) The teacher shall be entitled to a percentage of salary equal to the percentage of his or her teaching workload compared to the annual workload described in clause 11-9.02.
- C) Subject to paragraph D), should the Board assign additional teaching hours to a teacher who has a part-time contract, the Board shall add the hours to the number of hours specified in the contract.
- D) In the case of replacement, the teaching hours shall only be added if the period of absence of the teacher exceeds 12 consecutive hours.
- E) If the Board exceeds, for a given teacher, the 800 hours to be devoted to the presentation of courses and lessons, the teacher shall be entitled, for each excess period of 50 to 60 minutes, to a compensation equal to 1/1000 of his or her annual salary. The compensation shall be remitted with the last salary payment of the school year in question.

**11-8.04**

Article 6-9.00 shall apply.

**11-9.00 GENERAL DUTIES AND ANNUAL WORKLOAD****11-9.01**

Article 8-2.00 shall apply

**11-9.02**

The annual workload of the teacher shall include an annual teaching workload of 800 hours<sup>1</sup> and 280 hours of related duties described in clause 8-2.01.

A 200 hours shall be added to the hours prescribed in the preceding paragraph to carry out, at the centre, work of a personal nature referred to in the general duties described in clause 8-2.01.

It is up to the teacher to determine the work he or she will carry out during the 200 hours of work of a personal nature and the times within the opening hours of the centre during which he or she will carry out the work outside of the times during which he or she is assigned by the Board or centre administration.

The teacher shall inform the centre administration of the times prescribed for work of a personal nature as soon as possible from the time when the Board informs him or her in writing under the first paragraph of clause 11-9.03. If the times coincide with those during which the teacher is assigned by the Board or the centre administration, he or she shall again determine the times and shall convey them as soon as possible to the centre administration.

**11-9.03**

The Board shall inform the teacher, in writing, within 10 working days of his or her first workday, of the workload he or she is assigned and of the number of hours to be devoted to teaching and, where applicable, the description of the other duties outlined in clause 8-2.01.

Unless there is an agreement to the contrary between a teacher and the Board, working hours shall be consecutive and shall fall within a maximum daily span of 8 hours, excluding meal times.

**11-10.00 SETTLEMENT OF GRIEVANCES AND ARBITRATION****11-10.01**

Articles 9-1.00 and 9-2.00 shall apply as regards articles 11-1.00 and 11-3.00 to 11-14.00.

**11-11.00 GENERAL PROVISIONS****11-11.01**

Chapter 10-0.00 shall apply.

**11-12.00 REGIONAL DISPARITIES****11-12.01**

The teacher working in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium established according to the table prescribed in clause 12-2.01.

The amount of the isolation and remoteness premium shall be adjusted in proportion to the number of workdays during the period of time the teacher is assigned to the territory of the Board included in one of the sectors mentioned in clause 12-1.02 in relation to 200 workdays.

In this respect, clauses 12-1.01 and 12-2.04 shall apply by making the necessary changes.

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<sup>1</sup> At the inclusion of 24 hours devoted to pedagogical days or parts of pedagogical days to be set by the Board. Only the first four hours of a pedagogical day shall be deducted from the bank of 24 hours.

**11-12.02**

A teacher working in one of the sectors mentioned in clause 12-1.02 shall also benefit from article 12-8.00, it being understood that the number of kilograms specified in clause 12-8.01 shall be adjusted in proportion to the number of workdays during the period of time the teacher is assigned to the territory of the Board included in one of the sectors mentioned in clause 12-1.02 in relation to 200 workdays.

**11-12.03**

The Board shall assume the following expenses incurred by every teacher recruited in Québec from more than 50 kilometres from the locality where he or she is required to exercise his or her duties, provided that the locality is situated in one of the sectors mentioned in clause 12-1.02:

- a) the transportation expenses of the teacher and his or her dependents from the point of departure to the place of assignment for only one return trip at the beginning and at the end of his or her contract. A second return trip is granted when the workload of a contractual teacher includes a teaching workload of 75% and more;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:

- 228 kilograms for each adult or each child 12 years old and over;
- 135 kilograms for each child under 12 years old;

from the point of departure to the place of assignment for only one return trip at the beginning and at the end of his or her contract.

The benefit shall only apply once per school year to the teacher to whom the Board offers another contract for the next semester before his or her departure from the place of assignment;

- c) the cost of storing his or her furniture, if need be;
- d) lodging in the place of assignment for the teacher and the dependents who accompany him or her during the period of engagement; clause 12-7.02 shall apply in this respect by making the necessary changes, it being understood that the rent shall be deducted every 2 weeks from each payment of the teacher's salary.

For the purpose of subparagraphs a), b) and c), these expenses shall be payable provided that the teacher is not reimbursed for the expenses by another plan. Clauses 12-1.01 and 12-1.02, paragraphs B), C) and D) of clause 12-3.03 and clause 12-3.04 shall apply by making the necessary changes.

**11-12.04**

Articles 12-5.00 and 12-6.00 shall apply.

**11-12.05**

This article shall not apply if the teacher obtains similar benefits under another contract of engagement with the Board or with another employer in the public and parapublic sectors.

**11-13.00 RECALL LIST****11-13.01**

The Board shall draw up a list by specialty of teachers who have obtained at least 3 contracts under this chapter during a continuous period of 18 months. For each of the names on the list, the Board shall record the number of hours taught in a specialty under a contract prescribed in this chapter.

**11-13.02**

If the Board decides to engage teachers to teach in adult education for a predetermined period of at least 240 hours per semester, it shall offer the contract, subject to clause 5-4.04, to the teacher who has the greatest number of hours on the recall list in the specialty concerned.

**11-13.03**

The Board shall strike from the list the name of any teacher who refuses a contract offered to him or her under this article or who does not obtain a contract within 18 months after his or her name was entered on the list, except if he or she has obtained a leave without salary for studies under clause 11-13.05.

**11-13.04**

Teachers registered on June 30, 2011 on the recall list prescribed in clause 11-13.01 of the 2005-2010 Agreement are considered as registered on the list prescribed in this article.

**11-13.05**

The Board shall grant the teacher registered on the recall list a full-time leave of absence without salary for studies in a field of activity related to teaching.

**11-14.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS APPLICABLE TO REGULAR TEACHERS ONLY****11-14.01**

When a regular teacher hired to fill a position created under clause 11-14.01 of the 2000-2003 collective agreement leaves the Board permanently, the Board shall fill a regular teaching position in the field corresponding to the specialty concerned according to the sequence defined in subparagraph e) of clause 11-14.01 of the 2000-2003 collective agreement for the school year following his or her permanent departure, if a regular teacher's workload still exists for that school year after the permanent departure.

**11-14.02**

- A) For the duration of the agreement, the Board shall maintain the number of regular positions existing on June 30, 2003, except if this has the effect of placing a teacher on availability.
- B) Notwithstanding paragraph A), the number of regular positions to be maintained, as a result of the application of that paragraph, shall be reduced by a number equal to the number of permanent departures in a specialty where there is a decline in the number of students considered significant by the Board, during the period covering 3 years prior to the current year (See Appendix XXVII.).
- C) Paragraph B) applies only when the number of actual regular positions reaches the number of regular positions existing on June 30, 2003.
- D) It is up to the Board to determine in which specialty the positions shall be maintained. The Union may make representations to the Board following a permanent departure.

**11-14.03**

The teacher who is offered a position shall have, except for articles 11-12.00 and 11-13.00, the same benefits as the contractual teacher, unless otherwise specified and shall benefit from the following:

- clauses 1-1.26, 1-1.27 and 1-1.28;
- article 2-2.00;
- clauses 5-1.07 to 5-1.13;

- article 5-2.00. However, clause 5-2.05 is replaced by the following:  
subject to article 5-2.00, seniority shall be calculated as follows:
  - a) for each school year during which a teacher had a full-time contract of 200 workdays or carried out a full annual teaching load under contract, one year of seniority shall be recognized;
  - b) for each school year during which a teacher had a full-time contract of less than 200 workdays and did not, under a full-time contract, carry out a full annual teaching load, the Board shall recognize for that period of employment a fraction of a year established according to the following formula: the number of working days included in that period, over 200;
  - c) for each school year during which the teacher was under contract as a contractual teacher, the Board shall recognize a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load;
  - d) for each distinct year prior to the teacher obtaining a contract, the number of days recognized for the school year concerned is obtained by dividing by 4 the number of 50-to 60-minute periods devoted to adult education or to a pedagogical function within the meaning of clause 11-9.02. When the total number of days thus calculated is 200 days or more, one year of seniority shall be counted. When the total is less than 200 days for the school year, the number of days thus calculated shall be accumulated and every block of 200 days is equal to one year of seniority;
- clauses 5-3.01 to 5-3.04, 5-3.06, 5-3.07, 5-3.15 to 5-3.21, 5-3.23, 5-3.25 to 5-3.32;
- articles 5-7.00 to 5-10.00 and 5-13.00 to 5-20.00;
- articles 7-1.00 and 7-2.00;
- articles 12-1.00 to 12-8.00;
- Appendices I, II, III-f, IV and V;
- Appendix VI by adding the following after article 5:

#### **REGROUPING OF TEACHERS WITH REGULAR POSITIONS BY FIELDS**

- a) The full-time teacher in the employ of the Board belongs to the field corresponding to the specialty to which he or she belonged at the time when he or she was offered a position under clauses 11-14.01, 11-14.02 and 11-14.03 of the 2000-2003 collective agreement until the Board assigns him or her a new field. The fact that a teacher belongs to a given field may not have the effect of preventing the Board from assigning more than one field to a teacher.
  - b) The teacher on leave with or without salary (including a teacher on a full-time leave for union activities) belongs to the field corresponding to the specialty to which he or she belonged upon his or her departure, subject to the provisions of this article.
  - c) A teacher who provides instruction in more than one field belongs to the field corresponding to the specialty in which he or she provides the major portion of his or her instruction. If it is equal, the Board must ask the teacher to which field he or she wishes to be assigned for the purposes of applying this article. The teacher must indicate his or her choice within 20 days of the Board's request. Should the teacher fail to do so within the specified time limit, the Board shall decide;
- Appendices VII, VIII, X, XI, XIII, XIV, XVI, XVII, XVIII, XX to XXIII, XXVI to XXIX.

## CHAPTER 12-0.00

## REGIONAL DISPARITIES

## 12-1.00 DEFINITIONS

## 12-1.01

For the purpose of this chapter, the following expressions mean:

## a) Dependent

The spouse and dependent child as defined in clause 5-10.02 and any other dependent as defined in the *Taxation Act* (R.S.Q., c. I-3) provided that the latter resides with the teacher. However, for the purpose of this chapter, the income earned from a job by the teacher'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 teacher's place of residence shall not nullify his or her status as dependent if no public secondary school is accessible where the teacher lives.

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

As of July 1, 2006, a child aged 25 or younger is also considered as having the status of dependent child, provided he or she meets the following 3 conditions:

- 1) 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 teacher working in a locality situated in sectors I and II;
- 2) the child had, during the 12 months prior to his or her post-secondary education program, dependent status;
- 3) the teacher 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 session and proof of attendance at the end of the session.

Such recognition enables a teacher with dependents to retain his or her premiums prescribed in clause 12-2.01 and the child to benefit from the provisions of article 12-4.00, it being specified that the transportation costs allocated to a dependent child under other programs shall be deducted from the benefits related to outings for the dependent child.

In addition, the child aged 25 or younger who is not considered as a dependent child for the purposes of applying this clause and who attends, on a full-time basis, a post-secondary school recognized of public interest will again have the status of dependent child, if he or she meets conditions 1) and 3).

## b) 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 teacher subject to it being situated in Québec.

The fact that an employee of the public and parapublic sectors works in one of the sectors prescribed in clause 12-1.02 changes employer in the public and parapublic sectors shall not modify his or her point of departure.



12-1.02

For the purpose of this chapter, the following sectors include:

Sector I

Mistissini, Whapmagoostui, Chisasibi, Waswanipi, Oujé-Bougoumou

Sector II

Wemindji, Eastmain, Waskaganish, Nemaska

12-2.00     PREMIUMS

12-2.01<sup>1</sup>

The teacher working in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium of:

	<div>Periods concerned</div> <div>Sectors</div>	As of the 141 <sup>st</sup> workday of the 2009-2010 school year	As of the 141 <sup>st</sup> workday of the 2010-2011 school year	As of the 141 <sup>st</sup> workday of the 2011-2012 school year	As of the 141 <sup>st</sup> workday of the 2012-2013 school year	As of the 141 <sup>st</sup> workday of the 2013-2014 school year
With dependent (s)	Sector I Sector II	\$11 786 \$15 326	\$11 874 \$15 441	\$11 993 \$15 595	\$12 203 \$15 868	\$12 447 \$16 185
No dependent	Sector I Sector II	\$7 368 \$8 695	\$7 423 \$8 760	\$7 497 \$8 848	\$7 628 \$9 003	\$7 781 \$9 183

12-2.02

The amount of the isolation and remoteness premium for each sector described in clause 12-1.02 to which the part-time teacher or replacement teacher is entitled shall be in proportion to the workload that he or she assumes compared to the workload of a full-time teacher.

The amount of the isolation and remoteness premium to which the teacher-by-the-lesson is entitled shall be in proportion to his or her teaching time compared to the workload of the full-time teacher.

12-2.03

The amount of the isolation and remoteness premium shall be adjusted in proportion to the teacher’s assignment in the Board’s territory included in one of the sectors described in clause 12-1.02 in relation to the work year of a full-time teacher.

12-2.04

If both spouses, within the meaning of clause 5-10.02, work for the Board or if both work for 2 different employers in the public and parapublic sectors, only one of the 2 may avail himself or herself of the premium applicable to the teacher 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 in the scale "no dependents", notwithstanding the definition of the term "dependent" found in clause 12-1.01.

<sup>1</sup>     Clause 6-5.02 shall apply by making the necessary changes.

**12-2.05**

Subject to clause 12-2.03, the Board shall cease to pay the isolation and remoteness premium established under this article if the teacher and his or her dependents deliberately leave the territory during a paid absence or leave for more than 30 days, except for annual vacation, sick leave, maternity leave, leave for adoption or leave due to a work accident or occupational disease.

**12-3.00 OTHER BENEFITS****12-3.01**

The Board shall assume the following expenses incurred by every teacher recruited in Québec from more than 50 kilometres from the locality where he or she is required to exercise his or her duties, provided that the locality be situated in one of the sectors described in clause 12-1.02:

- a) the transportation expenses of the teacher 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:
  - 1) 228 kilograms for each adult or each child 12 years old and over;
  - 2) 137 kilograms for each child under 12 years old;
- c) the cost of transporting his or her furniture other than the furniture provided by the Board, if need be;
- d) the cost of storing his or her furniture, if need be;
- e) the cost of transporting an all-terrain vehicle, a snowmobile or a motorcycle, using ground or boat transport.

**12-3.02**

If the teacher eligible for the provisions of subparagraphs b), c) and d) of clause 12-3.01 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 date on which his or her assignment began.

As for the teacher eligible for the provisions of paragraph e) of clause 12-3.01 who decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the provisions for a period of 15 months following the date on which his or her assignment began.

**12-3.03**

- A) These expenses shall be payable provided that the teacher is not reimbursed for the expenses by another plan and solely in the following cases:
  - 1) the teacher's first assignment: from the point of departure to the place of assignment;
  - 2) cancellation or nonrenewal of the contract by the Board: from the place of assignment to the point of departure;
  - 3) reengagement by the Board of the teacher who had been nonreengaged because of surplus of personnel: from the point of departure to the place of assignment;
  - 4) a subsequent assignment or a transfer at the request of the Board or the teacher: from one place of assignment to another;
  - 5) breach of contract or resignation of the teacher: from the place of assignment to the point of departure; these expenses shall not be reimbursed if the breach of contract or resignation occurs within the first 30 days from the beginning of the teacher's assignment in one of the sectors mentioned in clause 12-1.02 nor if the teacher submits a claim to the Board more than 2 years after the date of his or her move from the place of assignment to the point of departure;

- 6) teacher's death: from the place of assignment to the point of departure;
  - 7) when a teacher obtains a leave of absence for studies: from the place of assignment to the locality in Québec where the teacher will study; in this case, the expenses referred to in clause 12-3.01 shall also be payable to the teacher whose point of departure is situated 50 kilometres or less from the locality where he or she performs his or her duties. However, the teacher who uses his or her leave without salary for studies for other purposes than those for which he or she obtained it shall reimburse any amount paid by the Board under this clause;
  - 8) when clause 5-3.16 is applied: from the place of assignment to the place of relocation;
  - 9) when a teacher relocated under clause 5-3.16 is recalled: from the place of relocation to the place of assignment.
- B) These expenses shall be assumed by the Board upon presentation of supporting vouchers.
- C) In the case of a teacher who is recruited from outside Québec, the total amount of these expenses that are payable by the Board must not exceed the lesser of the following: the actual cost from the teacher's residence at the time of engagement or the transportation cost between Montréal and the place of assignment.
- D) For the purpose of applying subparagraph a) of clause 12-3.01 and of article 12-4.00, the Board shall prepay to the carrier the transportation costs of the transferred teacher and his or her dependents as well as the transportation costs of his or her baggage excluding excess baggage.
- E) For the purpose of applying subparagraph 7) of paragraph A), these costs shall also be paid to the teacher not covered by the introductory paragraph of clause 12-3.01.
- F) Article 12-4.00 shall also apply to the teacher assigned or transferred to a locality which is more than 50 kilometres from the locality where he or she was recruited.

**12-3.04**

For the purpose of subparagraph d) of clause 12-3.01, the parties agree that the Board shall assume the cost of storing the teacher's furniture according to the following terms and conditions:

- a) unless there is an agreement to the contrary between the Board and the teacher, the teacher must submit to the Board at least 3 written estimates or quotations of the costs to be incurred from recognized reputable furniture storage companies;
- b) the teacher shall store his or her furniture with the company which gave the lowest estimate (or quotation);
- c) these costs shall be assumed by the Board at the earliest on the date on which the teacher begins his or her assignment in one of the sectors mentioned in clause 12-1.02 and at the latest on the date on which the teacher is no longer assigned in the sector;
- d) unless there is an agreement to the contrary between the Board and the teacher, the Board shall not assume the costs of storing furniture with relatives, friends or with persons who do not have a furniture storage business on a regular basis;
- e) the insurance costs related to the storage of furniture shall be borne by the teacher.

**12-3.05**

The weight of 228 kilograms prescribed in subparagraph 1) of paragraph b) of clause 12-3.01 shall be increased by 45 kilograms per year of service in one of the sectors described in clause 12-1.02 in the employ of the Board.

**12-3.06**

If both spouses work for the Board, only one of the 2 may avail himself or herself of the benefits granted under this article. If one of the spouses receives similar benefits from another employer or from another source, the Board shall not be required to reimburse any expenses.

**12-4.00 OUTINGS****12-4.01**

The fact that a teacher's spouse is employed by the Board or another employer may not grant the teacher a number of paid outings which is greater than that prescribed in the agreement.

**12-4.02**

- A) Based on the duration of the assignment in one of the sectors described in clause 12-1.02, the Board shall assume for the teacher recruited from more than 50 kilometres from the locality where he or she performs his or her duties, the expenses inherent to up to 3 outings per school year, at the time of his or her choice, for the teacher and his or her dependents to the point of departure, unless he or she agrees with the Board on a different arrangement.

Notwithstanding the foregoing, the teacher and his or her dependents who leave the territory for the duration of a leave without salary or a leave with deferred salary shall not be entitled to the outings prescribed in this article.

In the event the assignment ends prematurely, if the teacher is in a position of having used more outings than those to which he or she was entitled based on the applicable ratio, the cost of the surplus outings shall have to be reimbursed to the Board or deduced from any other amount owing the teacher by the Board.

- B) The expenses borne by the Board under this clause shall cover the return trip from the place of assignment to his or her point of departure.
- C) In the case of the teacher recruited from outside Québec, these expenses must not exceed the lesser of the following amounts:
- 1) the equivalent of the cost of a return regular flight from the place of assignment to the domicile at the time of hiring;
  - 2) or the equivalent of the cost of a regular return flight from the place of assignment to Montréal.
- D) In all cases, the expenses shall be assumed or reimbursed by the Board upon presentation of supporting vouchers by the teacher.
- E) The point of departure shall not be modified in the case of a teacher nonreengaged because of surplus, who is subsequently reengaged by the Board, chose to stay there during the period of unemployment.

**12-4.03**

The trips of the teacher and his or her dependents prescribed in clauses 12-3.01 and 12-3.03 must constitute one of the outings to which he or she is entitled under clause 12-4.02.

**12-4.04**

The teacher shall be reimbursed, upon presentation of supporting vouchers, for the transportation costs of his or her personal effects and those of his or her dependents, up to a maximum of 45 kilograms per person, once a year (return trip) during one of the outings prescribed in clause 12-4.02.

**12-4.05**

In the cases prescribed under paragraph A) of clause 12-4.02, one (1) outing may be used by the teacher's nonresident spouse or child or his or her father, mother, brother or sister to visit the teacher.

**12-5.00 REIMBURSEMENT OF TRANSIT EXPENSES****12-5.01**

The Board shall reimburse the teacher, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and accommodations, if need be) for himself or herself and for his or her dependents when he or she is engaged or on any authorized outing prescribed in article 12-4.00, provided that these expenses not be assumed by a carrier.

These expenses shall be limited to the amounts prescribed in the policy established by the Board for all its employees.

**12-6.00 DEATH****12-6.01**

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

**12-7.00 LODGING****12-7.01**

The obligations and practices of the Board with respect to providing a dwelling to the teacher at the time of hiring shall be maintained.

**12-7.02**

As of July 1, 2001, the rents charged to the teachers shall be those determined hereinafter and shall be applied by taking into consideration the number of teachers residing in the dwelling. Thus, if 2 teachers share the same dwelling, the rate charged to each of them shall be equal to half the rate provided hereafter.

The rates provided hereafter shall be applied and deducted at every payment of salary and shall be limited to 24 payments of salary per school year. However, in the case of a teacher who leaves his or her dwelling for the duration of his or her annual vacation, these rates shall be limited to 22 payments.

Rent deducted from each payment of salary

Number of bedrooms in the dwelling	As of the date of the coming into force of the agreement <sup>1</sup>
1 bedroom	\$63
2 bedrooms	\$81
3 bedrooms	\$101
4 bedrooms	\$120

12-7.03

In the case where a teacher, accompanied by his or her dependents, temporarily leaves the locality where he or she is assigned following an authorized leave of a minimum duration of 30 consecutive working days and whom the Board must replace and no other dwelling is available, the teacher shall cede his or her dwelling and the Board shall:

- pay the transportation, by a recognized firm, of all the personal effects and furniture of the teacher concerned, including packing and storage with a recognized firm;
- reimburse the costs of the disconnection and reinstallation of the telephone service;
- replace, upon his or her return, all the personal effects and furniture in the same dwelling that the teacher occupied before his or her leave.

12-7.04

Where a teacher is on an authorized leave for a minimum duration of 30 consecutive working days and must be replaced but who does not vacate his or her dwelling, the Board shall call upon its personnel occupying a dwelling of the Board of the locality concerned to volunteer to share the dwelling.

If a teacher decides to share his or her dwelling voluntarily, the rent shall be shared equally among the occupants. However, the teacher who accepts to share his or her dwelling shall be exempted from paying his or her share during the period of joint occupancy.

12-8.00     FOOD TRANSPORTATION

12-8.01

The teacher who must provide for his or her own food provisions in Whapmagoostui, Wemindji, Eastmain, Waskaganish and Nemaska shall benefit, upon presentation of supporting vouchers, from the payment of food transportation expenses up to the following weights:

- a)     727 kilograms per year per adult and per child 12 years old and over;
- b)     364 kilograms per year per child under 12 years old.

The transportation shall be carried out by road, air freight or parcel post, whichever is the least costly, it being understood that the teacher shall be entitled to choose the supply centre, but the Board shall be obliged to reimburse, in the case of transportation by road, only the equivalent of the cost from Val d’Or.

<sup>1</sup>     The rent charged to teachers shall be adjusted on January 1 of each year in relation to the average increase of the salary rates and scales.

Each year, the teacher who is reimbursed for food transportation costs is entitled, on March 1 of every year, to an additional allowance equal to 66% of the expenses incurred for food transportation for the preceding calendar year. The allowance shall be paid with the salary payment that includes March 1<sup>st</sup>.

**12-8.02**

The Board and the Union may agree on other terms and conditions for applying clause 12-8.01.

**CHAPITRE 13-0.00 VOCATIONAL EDUCATION****13-1.00 PRELIMINARY PROVISIONS****13-1.01**

This chapter applies to teachers employed directly by the Board to teach students within the framework of vocational education courses.

**13-1.02**

Chapter 1-0.00 applies except for clauses 1-1.09, 1-1.23, 1-1.24, 1-1.25, 1-1.26, 1-1.27, 1-1.28, 1-1.39, 1-1.42, 1-1.43, 1-1.44 and 1-1.45.

**13-1.03**

A specialist means a teacher generally assigned to teach a specialty or a subspecialty. A specialty in vocational training shall constitute a subspecialty when the Board has not defined any subspecialty within a vocational training specialty.

**13-1.04**

A specialty or subspecialty is determined by the Board under Appendix XXX after consulting the board committee.

**13-1.05**

Whenever a provision of this chapter refers to another provision not included herein, the latter applies subject to clause 2-1.07 and to the other provisions of this chapter by making the necessary changes.

**13-1.06**

Unless the context indicates otherwise, for the purposes of applying this chapter, whenever a clause or article of this chapter refers to a clause or article in which the term school is mentioned, it may, as dictated by the context, be replaced by the term vocational training centre or school.

**13-2.00 HOURLY PAID TEACHERS****13-2.01**

Only this article applies to hourly paid teachers employed directly by the Board to teach students within the framework of vocational education courses under the jurisdiction of the Board.

**13-2.02**

Only the clauses and articles which expressly refer to them as well as the following articles and appendices apply to hourly paid teachers:

- articles 3-1.00 to 3-3.00;
- article 3-7.00;
- article 5-12.00;
- articles 10-1.00 to 10-5.00;
- articles 13-1.00 and 13-2.00;
- Appendix I.



13-2.03

A) An hourly paid teacher shall be remunerated at the hourly rates set hereinafter:

PERIODS CONCERNED	HOURLY RATE
As of the 141 <sup>st</sup> workday of the 2009-2010 school year	\$47.24
As of the 141 <sup>st</sup> workday of the 2010-2011 school year	\$47.59
As of the 141 <sup>st</sup> workday of the 2011-2012 school year	\$48.07
As of the 141 <sup>st</sup> workday of the 2012-2013 school year	\$48.91
As of the 141 <sup>st</sup> workday of the 2013-2014 school year	\$49.89

- B) The rate shall be for 50 to 60 minutes of teaching. The hourly paid teacher whose periods are shorter than 50 minutes or longer than 60 minutes shall be paid as follows: the number of teaching minutes divided by 50 and multiplied by the applicable rate.
- C) Even if these rates are only paid when work is carried out, they include payment for work carried out and for the same paid legal holidays as those of regular teachers working in preschool, elementary or secondary school and adult education.

13-2.04

The Board shall assume the following expenses incurred by every vocational education teacher recruited in Québec from more than 50 kilometres of the locality where he or she is required to perform his or her duties, provided that it be situated in one of the sectors described in clause 12-1.02:

- a) the transportation expenses of the relocated teacher from his or her point of departure within the meaning of clause 12-1.01 to his or her place of assignment for one return trip at the beginning and end of his or her period of engagement; these expenses shall be payable provided that the teacher is not reimbursed for such expenses under another plan, such as the federal mobility assistance program to look for employment, and paragraphs B), C) and D) of clause 12-3.03 apply by making the necessary changes;
- b) lodging in the place of assignment for the teacher during his or her period of engagement.

This clause does not apply to the teacher who receives similar benefits under a contract of engagement with the Board or another employer in the public and parapublic sectors.

13-2.05

The hourly paid vocational education teacher is entitled to the procedure for settling grievances with regard to the articles and clauses mentioned in this article.

13-3.00     RECALL LIST

13-3.01

On July 1 of each school year, the Board shall add to this recall list the names of the new teachers who accumulated at least 120 teaching hours in vocational education during the preceding school year as an hourly paid teacher or a contractual teacher and whom it decides to recall.

Subsequently, the Board shall submit to the Union, for consultation, the recall list for vocational education by specialty and subspecialty in accordance with Appendix XXX. Within 20 working days of the forwarding of the list to the Union, the latter shall inform the Board, in writing, of its comments concerning the list.

The Board shall record, for each teacher, the number of hours prescribed in the contract subject to the application of clause 13-8.09 in the specialty or subspecialty during the preceding school year.

### **13-3.02**

For the purposes of applying this article, the Board shall determine the specialty or subspecialty corresponding to the courses taught for each teacher whose name appears on the recall list.

### **13-3.03**

At any time, the name of a teacher who refuses a contract shall be removed from the list, except for the following reasons:

- a maternity, paternity or adoption leave covered by a law in effect;
- a disability, work accident or occupational disease within the meaning of the agreement.

Notwithstanding the foregoing, the name of a teacher who, within a period of 24 months, has not worked for a period of at least 150 work hours in a specialty or subspecialty shall be removed from the list.

The Board and the Union may agree on reasons other than those mentioned in the preceding paragraphs.

### **13-3.04**

When the Board must engage a contractual teacher, it shall offer the position to the teacher on the recall list who has the most hours worked in the specialty or subspecialty concerned.

### **13-3.05**

The regular teacher working in preschool, elementary or secondary school or adult education is excluded from all recall lists.

## **13-4.00 CONTRACTUAL TEACHERS ENGAGED ON A YEARLY BASIS FOR LESS THAN 1 280 HOURS**

### **13-4.01**

Only the following clauses and articles apply to teachers engaged under the contract found in Appendix III-g and in the following articles and appendices:

- articles 13-1.00 and 13-3.00;
- articles 13-4.00 to 13-13.00;
- Appendices I, II, III-g, IV, XIV, XVI, XXII, XXIII, XXIV, XXVI and XXX.

## **13-5.00 FIELD OF APPLICATION AND RECOGNITION**

### **13-5.01**

Clause 2-1.02, subparagraph c) of clause 2-1.03 and clauses 2-1.04 and 2-1.07 apply by making the necessary changes.

### **13-5.02**

Article 2-2.00 applies.

**13-6.00 UNION PREROGATIVES****13-6.01**

Articles 3-1.00, 3-2.00, 3-3.00, 3-4.00 and 3-7.00 apply.

Articles 3-5.00 and 3-6.00 apply; however, in the case of a contractual teacher's absence, release time or leave, the absence, release time or leave shall be granted, provided that the Board can find an adequate substitute for the released contractual teacher without generating additional costs, subject to arrangements agreed upon with the centre administration allowing him or her to make up the workload without exceeding the date on which the program ends.

**13-7.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF CONTRACTUAL TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL****13-7.01**

Article 4-3.00 applies.

**13-8.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS****13-8.01**

Engagement shall be the responsibility of the Board.

**13-8.02**

Every candidate who wishes to offer his or her services to the Board as a teacher must:

- a) fill out the application for employment, using the form in effect at the Board;
- b) indicate the degrees, certificates and diplomas as well as the experience that he or she claims to have and undertake to provide proof thereof to the Board when the latter so requests in order to decide to offer him or her employment;
- c) provide all the information required by the Board and undertake to provide proof thereof when the latter so requests in order to decide to offer him or her employment;
- d) declare whether he or she received a severance allowance in the education sector within the last 12 months. If so, the amounts must be reimbursed so that the teacher may be hired.

**13-8.03**

Every teacher who is engaged by the Board must:

- a) provide proof of his or her qualifications and experience;
- b) produce, in writing, any other information and the certificates required following the application for employment.

**13-8.04**

Any deliberate false declaration made to obtain a contract of engagement fraudulently is considered grounds for terminating the contract by the Board.

**13-8.05**

The teacher must inform the Board in writing, as quickly as possible, of any change of address.

**13-8.06**

When the Board hires a teacher under contract, it shall provide the teacher with:

- a) a copy of his or her contract of engagement and shall forward a copy to the Union;
- b) a copy of the agreement;
- c) an application form for membership in the Union found in Appendix I;
- d) an application form for participation in the insurance plans or for exemption, if need be.

**13-8.07**

The contract of engagement of every nonlegally qualified contractual teacher who is hired to teach for a school year shall expire automatically and without notice on the date specified in the contract or when the Board fills the position with a legally qualified teacher.

**13-8.08**

The engagement of a contractual teacher shall be made by contract using the contract found in Appendix III-g.

The contract shall expire automatically and without notice on the date specified therein or on the date of the occurrence of an event specifically prescribed, whichever occurs first, provided that the event occurs after 216 teaching hours in the semester or 432 hours in the same school year.

**13-8.09**

The Board shall hire a contractual teacher in the following cases:

- a) to provide, during the same school year, a predetermined number of teaching hours equal to or greater than 432 hours but less than 720 hours;
- b) to provide, in cases where the teaching is organized by semester, where applicable, in the same semester, a predetermined number of teaching hours equal to or greater than 216 hours but less than 360 hours.

**13-8.10**

Notwithstanding clause 13-3.04, the Board may engage a legally qualified teacher on the recall list with fewer hours worked or who is not yet registered on the list. In selecting teachers, the Board shall take into account the qualifications, experience, competency, specific needs of the position or positions to be filled, the preferences of teachers and the assignments of previous years.

In the case where it is necessary to choose from among teachers with equal aptitudes, qualifications and experience, the recall list prevails.

**13-8.11**

Clause 13-8.09 applies only to the teaching hours provided in courses funded by the Ministère as well as those provided in courses offered to students in the different branches leading to a Diploma of Vocational Studies (DVS) or an Attestation of Vocational Specialization (AVS) and defined as "purchase of training" courses under the terms of the Canada-Québec Labour Market Agreement (in principle).

Without modifying the scope of the preceding paragraph, clause 13-8.09 does not apply to "customized training" courses.

**13-8.12**

Should the terms "purchase of training" and "customized training" mentioned in this article be modified, but reflect the same reality, the terms shall be modified automatically in this article.

**13-8.13**

Notwithstanding clause 13-8.09, the Board may reduce the duration of a contract or the number of hours specified in the contract to take into account a decline in student enrolment.

**13-8.14**

Article 5-5.00 applies.

**13-8.15**

Articles 5-6.00 and 5-7.00 apply except for the second paragraph of clause 5-7.13, which is replaced by the following provisions: "The arbitrator may rescind the Board's decision if the procedure prescribed has not been followed or if the reasons for dismissal are not well-founded or do not constitute sufficient cause for dismissal and may determine, if need be, the amount of compensation to which he or she is entitled. Compensation cannot exceed the remuneration that the contractual teacher would have received under the contract of engagement that was cancelled".

**13-8.16**

Article 5-9.00 applies except for clauses 5-9.08 and 5-9.09.

**13-8.17**

Article 5-10.00 applies for the term of the contractual teacher's contract by making the necessary changes to clause 5-10.31 to take into account the period covered by the work year.

**13-8.18**

Articles 5-11.00 and 5-12.00 apply.

**13-8.19**

Article 5-13.00 applies for the term of the contractual teacher's contract.

**13-8.20**

Article 5-14.00 applies except for paragraphs D) and F) of clause 5-14.02.

**13-8.21**

Article 5-18.00 applies for the term of the contract, provided that the Board can find a substitute.

**13-9.00 REMUNERATION****13-9.01**

Articles 6-1.00 to 6-3.00 apply.

**13-9.02 Recognition of years of experience**

Article 6-4.00 applies; however, for the purposes of determining the number of years of experience at the time of engagement as a contractual teacher in vocational education, for each school year taken separately, the quotient obtained by dividing by 4 the total number of 50- to 60-minute periods devoted to teaching vocational education courses determines the number of days of experience recognized for the school year concerned.

**13-9.03**

A) Article 6-5.00 applies.

- B) The contractual teacher is entitled to a percentage of salary equal to the percentage of teaching workload he or she assumes compared to the annual teaching workload described in clause 13-10.06.
- C) Subject to paragraph D), when the Board assigns other teaching hours to a contractual teacher, the Board shall add the hours to the number of hours specified in the contract.
- D) In the case of replacement, the teaching hours shall be added only if the number exceeds 12 consecutive hours of absence of a contractual teacher.

**13-9.04**

Article 6-9.00 applies.

**13-10.00 TEACHER'S WORKLOAD****13-10.01**

The conditions for exercising the profession of teaching must be such that the student may benefit from the quality of education which he or she is entitled to expect and which the Board and the teachers have the obligation to provide to him or her.

**13-10.02**

It shall be the responsibility of the teacher to choose the appropriate method for preparing and presenting his or her courses within the guidelines of the authorized programs.

**General duties****13-10.03**

The contractual teacher shall provide learning and training activities to students.

In this context, the teacher's characteristic responsibilities are:

- a) to prepare and present courses within the guidelines of the authorized programs;
- b) to assist the student in determining his or her educational profile in relation to his or her career plans and knowledge;
- c) to assist the student in choosing learning methods and in determining the time to be devoted to each program and to point out to him or her the difficulties which must be overcome in order to achieve each stage;
- d) to monitor the student's progress and to ensure the validity of his or her learning process;
- e) to supervise and evaluate experimental projects and workplace internships;
- f) to prepare, administer and correct tests and examinations and to fill in the reports inherent to that duty;
- g) to ensure the necessary support and supervision for learning activities by working with others to perform the following tasks: welcoming and registration of students, detection of problems that must be referred to professionals providing personal assistance, organization and supervision of sociocultural activities, interventions related to the student's personal and social development and, if need be, the supervision of students;
- h) to carry out interventions with a student or a group of students intended to prevent difficulties or pedagogical delays and offer particular support to students with difficulties or pedagogical delays;
- i) to oversee the equipment used in the learning activities related to his or her teaching;

- j) to monitor the late arrivals and absences of his or her students;
- k) to participate in meetings related to his or her work, including meetings with parents;
- l) to perform other duties usually assigned to teaching personnel.

**13-10.04**

When the Board introduces a new program, it shall provide students with learning materials and textbooks in sufficient quantity.

**13-10.05**

The contractual teacher's work year includes 200 workdays in the school year.

The Board shall distribute the days after consulting the Union. However, the teacher shall be assured a minimum period of 4 weeks' vacation. The 4 weeks shall be taken in the month of July, unless the presence of the teacher is required, given the particular nature of certain courses.

**13-10.06**

The contractual teacher's annual workload includes a teaching workload of 720 hours and of 360 hours of related duties described in clause 13-10.03.

The workload of 1 080 hours shall be assigned at the place or places and times determined for each teacher by the Board or the centre administration.

A 200 hours shall be added to the hours prescribed in the preceding paragraph to carry out, at the workplace prescribed in clause 1-1.08, work of a personal nature referred to in the general duties described in clause 13-10.01.

It shall be the contractual teacher's responsibility to determine, for the 200 work hours of a personal nature, the work that he or she carries out during those hours. He or she shall also determine the times, within the opening hours of the workplace, to carry out the work outside of the times during which he or she is assigned by the Board or the administration.

Once the contractual teacher has determined the times prescribed for work of a personal nature, he or she shall inform the centre administration, as soon as possible, at the time when the Board informs him or her, in writing, of the other components of the workload assigned. If the times coincide at a later date with those during which the contractual teacher is assigned by the Board or the administration, he or she shall again determine the times and shall convey them, as soon as possible, to the administration.

**13-10.07**

The Board, after consulting the Union, shall determine the beginning and end of the contractual teacher's workday.

**13-10.08**

- A) If the Board exceeds, for a contractual teacher, the 720-hour workload, the contractual teacher is entitled, for each excess period of 50 to 60 minutes, to compensation equal to 1/1000 of the annual salary. For every period of less than 50 minutes or more than 60 minutes, compensation shall be equal to the number of minutes divided by 50 and multiplied by 1/1000 of the annual salary. Compensation shall be remitted in the last pay period of the school year in question.
- B) Unless there is an agreement to the contrary between the Board and the Union, at least 50% of the annual workload described in the first paragraph of clause 13-10.06 must be devoted to presenting courses and lessons.
- C) The supervision of the arrival and dismissal of students and the movement of students is not included in the workload.

**13-10.09**

Clauses 8-6.01, 8-6.02, 8-6.04 and 8-6.06 apply.

**13-11.00 GRIEVANCES AND ARBITRATION****13-11.01**

Chapter 9-0.00 applies.

**13-12.00 GENERAL PROVISIONS****13-12.01**

Chapter 10-0.00 applies.

**13-13.00 REGIONAL DISPARITIES****13-13.01**

A teacher who works in one of the sectors mentioned in clause 12-1.02 shall receive an annual isolation and remoteness premium determined according to the table found in clause 12-2.01.

The amount of isolation and remoteness premium shall be adjusted proportionally to the number of workdays for the period during which the teacher is assigned in the territory of the Board in one of the sectors mentioned in clause 12-1.02 in relation to 200 workdays.

In this respect, clauses 12-1.01 and 12-2.04 apply by making the necessary changes.

**13-13.02**

A teacher who works in one of the sectors mentioned in clause 12-1.02 is also entitled to the benefits of article 12-8.00, subject to the number of kilograms prescribed in clause 12-8.01 being adjusted proportionally to the number of workdays for the period during which he or she is assigned in the territory of the Board in one of the sectors mentioned in clause 12-1.02 in relation to 200 workdays.

**13-13.03**

The Board shall assume the following expenses incurred by every teacher recruited in Québec from more than 50 kilometres from the locality where he or she is required to perform his or her duties, provided that it be situated in one of the sectors mentioned in clause 12-1.02:

- a) the transportation expenses of the transferred teacher and his or her dependents from his or her point of departure to his or her place of assignment, one return trip at the beginning and end of his or her contract;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
  - 228 kilograms for each adult or each child 12 years old and over;
  - 135 kilograms for each child under 12 years old;

from the point of departure to the place of assignment, one return trip at the beginning and end of his or her contract;

this benefit applies only once per school year to the teacher to whom the Board offers another contract for the following semester prior to his or her departure from his or her place of assignment;



- c) the cost of storing his or her furniture, if need be;
- d) lodging in the place of assignment for the teacher and his or her dependents who accompany him or her during the period of engagement; clause 12-7.02 applies in this respect by making the necessary changes, it being understood that the rent shall be deducted every 2 weeks from each of the teacher's pays.

For the purposes of subparagraphs a), b) and c), expenses shall be paid provided that the teacher is not reimbursed for the expenses under another plan and clauses 12-1.01 and 12-1.02, paragraphs B), C) and D) of clause 12-3.03 and clause 12-3.04 apply by making the necessary changes.

#### **13-13.04**

Articles 12-5.00 and 12-6.00 apply.

#### **13-13.05**

This article does not apply to the teacher who receives similar benefits under another contract of engagement with the Board or with another employer in the public and parapublic sectors.

#### **13-14.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS APPLICABLE ONLY TO CONTRACTUAL TEACHERS WHO ARE OFFERED A CONTRACT PRESCRIBED IN APPENDIX III-H FOR A PREDETERMINED PERIOD OF 1 280 HOURS**

##### **13-14.01**

The teacher is entitled to the same benefits, except for article 13-13.00, as the contractual teacher under Appendix III-g (from 432 hours to 1 279 hours), unless specified otherwise. He or she is also entitled to the benefits under:

- clause 2-1.07;
- article 2-2.00;
- article 5-2.00, subject to the following paragraphs a) and b).

- a) However, clause 5-2.05 is replaced by the following:

subject to article 5-2.00, seniority shall be calculated in the following manner:

- 1) for each school year during which a teacher was under a full-time contract for 200 workdays or carried out, under contract, a full annual teaching workload, one year of seniority shall be recognized;
- 2) for each school year during which a teacher was under a full-time contract for less than 200 workdays and did not carry out, under a full-time contract, a full annual teaching workload, the Board shall recognize for such period of employment a fraction of a year based on the following formula: the number of working days included in that period over 200;
- 3) for each school year taken separately prior to the teacher obtaining a contract, the number of days recognized for the school year in question shall be obtained by dividing by 4 the number of 50- to 60-minute<sup>1</sup> periods devoted to vocational education courses or a pedagogical function within the meaning of clause 13-10.03. When the number of days thus calculated totals 200 days or more, one year of seniority shall be counted. When the total is less than 200 days for the school year, the numbers of days thus calculated shall be totalled and every block of 200 days equals one year of seniority.

---

<sup>1</sup> In the case of periods of over 60 minutes, the number of days recognized for the school year in question shall be obtained by dividing by 240 the total number of minutes devoted to vocational education courses or a pedagogical function within the meaning of clause 13-10.03.

- b) Clause 5-2.07 is replaced by the following:

Seniority shall be lost for one of the following reasons only:

- a) the teacher's resignation, except for resignation followed by reengagement by the Board for services during the school year following the school year of the resignation;
- b) the dismissal or termination, except for dismissal or termination followed by reengagement by the Board for services during the school year following the school year of the dismissal or termination;
- c) if more than 24 consecutive months have elapsed since the expiry of the contractual teacher's contract of engagement. However, this provision does not have any retroactive effect prior to the date on which the amendment is signed;

- articles 5-9.00 and 5-14.00;
- clauses 5-15.02, 5-15.07, 5-15.08, 5-15.09 and 5-15.11;
- article 5-16.00;
- Chapter 7-0.00, except for paragraph a) of clause 7-1.02 which is replaced by the following:

For the purposes of calculating the amounts allocated under this article, the Board shall, for each school year, have available an amount of \$300 per full-time teacher or full-time equivalent covered by the agreement for each school year.
- Chapter 12-0.00;
- Appendices I, II, III-h, IV, V, X, XIII, XIV, XVI, XVIII, XX, XXII, XXIII, XXVI, XXVIII, XXIX and XXX.

**IN WITNESS WHEREOF**, the parties have signed in Montréal on this 28<sup>th</sup> day of the month of June 2011 the stipulations negotiated and agreed upon between the Management Negotiating Committee for the Cree School Board (CPNCSC) and the Centrale des syndicats du Québec (CSQ) on behalf of the Association des employés du Nord québécois (AENQ).

**FOR THE MANAGEMENT COMMITTEE**

**FOR THE UNION**

(signed) Line Beauchamp  
\_\_\_\_\_  
Line Beauchamp  
Ministre de l'Éducation, du Loisir et du Sport

(signed) Abraham Jolly  
\_\_\_\_\_  
Abraham Jolly  
President, CPNCSC

(signed) Éric Bergeron  
\_\_\_\_\_  
Éric Bergeron  
Vice-President, CPNCSC

(signed) Michel Beauchamp  
\_\_\_\_\_  
Michel Beauchamp  
Negotiator, CPNCSC

(signed) Nellie S. Pachanos  
\_\_\_\_\_  
Nellie S. Pachanos  
Negotiator, CPNCSC

(signed) Marie Claude Picard  
\_\_\_\_\_  
Marie Claude Picard  
Negotiator, CPNCSC

(signed) Natalie Petawabano  
\_\_\_\_\_  
Natalie Petawabano  
Negotiator, CPNCSC

(signed) Jean-François Séguin  
\_\_\_\_\_  
Jean-François Séguin  
Spokesperson, CPNCSC

(signed) Réjean Parent  
\_\_\_\_\_  
Réjean Parent  
President, CSQ

(signed) Manon Bernard  
\_\_\_\_\_  
Manon Bernard  
President, FSE

(signed) Guy Savard  
\_\_\_\_\_  
Guy Savard  
Vice-President, FSE

(signed) Patrick D'Astous  
\_\_\_\_\_  
Patrick D'Astous  
President, AENQ

(signed) Alain Lajoie  
\_\_\_\_\_  
Alain Lajoie  
Negotiator, AENQ

(signed) Nathaly Castonguay  
\_\_\_\_\_  
Nathaly Castonguay  
Spokesperson, FSE

**NOTICE**

For health reasons, Mr. François Beauchemin was unable to attend the signing of the collective Agreement, which explains why his name and signature are missing from the previous page.

Mr. Beauchemin was, however an active member of the Union negotiating team throughout the Agreement renewal process.

APPENDIX I

UNION MEMBERSHIP APPLICATION FORM

Teachers

Given name			Surname		
Point of departure					
Address			City		
Province		Postal code		Telephone	
Community of assignment					
Address			City		
Province		Postal code		Telephone	
Community of assignment			E-mail		
Date of birth			Employee number		
Year	Month	Day			

I, the undersigned, am applying for membership in the Association des employés du Nord québécois (AENQ)

I shall observe the by-laws, rules and decisions and pay the dues set by the Union. I authorize my employer to deduct the amount of union dues from my pay.

Signature of candidate

Date

Signature of witness

Date

APPENDIX II CONSULTATION OF PERSONAL FILE

TO THE ATTENTION OF THE Cree School Board

The undersigned teacher of the Cree School Board

\_\_\_\_\_ hereby  
(surname and given name of teacher)

authorizes \_\_\_\_\_,  
(surname and given name of authorized person)

the union representative to consult my personal file at the Cree School Board during the office hours of the Board.

I also authorize the person designated above to obtain copies of all and any of the documents in my personal file.

This authorization shall only be valid for a period of 15 working days starting on \_\_\_\_\_, 20\_\_\_\_.

I recognize and accept that this form shall be included in my personal file with an indication of the date on which the person designated above has consulted my file, as well as an indication of the copies of documents remitted to the person, if such is the case.

**IN WITNESS WHEREOF**, I have signed at \_\_\_\_\_ on  
this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature

**APPENDIX III-a CONTRACT OF ENGAGEMENT OF THE FULL-TIME TEACHER**

## CONTRACT OF ENGAGEMENT

between

THE CREE SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: \_\_\_\_\_

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

SEX:    F   ☐       M   ☐

hereinafter called the TEACHER

The Board and the Teacher agree as follows:

## I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as a full-time teacher in the schools of the Board for the school year beginning July 1, \_\_\_\_\_ or to complete the school year.
- B) The Teacher declares that he or she was born at:
- \_\_\_\_\_ on the \_\_\_\_\_
- (place) (year, month, day)
- C) The Teacher agrees to comply with the law, with the regulations of the Minister applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of the agreement, as well as with the agreement.
- D) The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14) within 2 months from the date of this contract.
- E) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- G) It is the Teacher's duty to comply with the regulations of the Minister applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the benefits and privileges prescribed in the agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement shall take effect on \_\_\_\_\_ and shall expire on \_\_\_\_\_.
- B) The provisions of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the  
Board: \_\_\_\_\_  
(name)

Teacher: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Witness: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Made at \_\_\_\_\_  
\_\_\_\_\_  
(date)



## APPENDIX III-b

## CONTRACT OF ENGAGEMENT OF THE PART-TIME TEACHER

## CONTRACT OF ENGAGEMENT

between

THE CREE SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: \_\_\_\_\_

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

SEX:    F   ☐       M   ☐

hereinafter called the TEACHER

The Board and the Teacher agree as follows:

## I- OBLIGATIONS OF THE TEACHER

- A) The Teacher hereby undertakes, for all legal purposes, to teach as a part-time teacher in the schools of the Board.
- B) The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

---

- C) The Teacher declares that he or she was born at:

\_\_\_\_\_ on the \_\_\_\_\_  
(place) (year, month, day)

- D) The Teacher agrees to comply with the law, with the regulations of the Minister applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of the agreement, as well as with the agreement.
- E) The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14) within 2 months from the date of this contract.
- F) The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- G) The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- H) It is the Teacher's duty to comply with the regulations of the Minister applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the benefits and privileges prescribed in the agreement.

III- GENERAL PROVISIONS

A) This contract of engagement shall take effect on \_\_\_\_\_ and shall expire on \_\_\_\_\_ or upon the occurrence of the following event:  
\_\_\_\_\_

B) The provisions of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the  
Board: \_\_\_\_\_  
(name)

Teacher: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Witness: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Made at \_\_\_\_\_  
\_\_\_\_\_  
(date)

APPENDIX III-c

CONTRACT OF ENGAGEMENT OF THE TEACHER-BY-THE-LESSON

CONTRACT OF ENGAGEMENT

between

THE CREE SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: \_\_\_\_\_

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

SEX:    F ☐        M ☐

hereinafter called the TEACHER

The Board and the Teacher agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A)

The Teacher hereby undertakes, for all legal purposes, to teach as a teacher-by-the-lesson in the schools of the Board.
- B)

The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

\_\_\_\_\_

\_\_\_\_\_
- C)

The Teacher declares that he or she was born at:

\_\_\_\_\_ on the \_\_\_\_\_

(place) (year, month, day)
- D)

The Teacher agrees to comply with the law, with the regulations of the Minister applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of the agreement, as well as with the agreement.
- E)

The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14) within 2 months from the date of this contract.
- F)

The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- G)

The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- H)

It is the Teacher's duty to comply with the regulations of the Minister applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the benefits and privileges prescribed in the agreement.

III- GENERAL PROVISIONS

A) This contract of engagement shall take effect on \_\_\_\_\_ and shall expire on \_\_\_\_\_.

B) The provisions of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the  
Board: \_\_\_\_\_  
(name)

Teacher: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Witness: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Made at \_\_\_\_\_  
\_\_\_\_\_  
(date)

APPENDIX III-d

CONTRACT OF ENGAGEMENT OF THE REPLACEMENT  
TEACHER

CONTRACT OF ENGAGEMENT

between

THE CREE SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: \_\_\_\_\_

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

SEX:    F ☐        M ☐

hereinafter called the TEACHER

The Board and the Teacher agree as follows:

I-    OBLIGATIONS OF THE TEACHER

- A)

The Teacher hereby undertakes, for all legal purposes, to teach as a replacement teacher in the schools of the Board.
- B)

The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

\_\_\_\_\_

\_\_\_\_\_
- C)

The Teacher declares that he or she was born at:

\_\_\_\_\_ on the \_\_\_\_\_

(place) (year, month, day)
- D)

The Teacher agrees to comply with the law, with the regulations of the Minister applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of the agreement, as well as with the agreement.
- E)

The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14) within 2 months from the date of this contract.
- F)

The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- G)

The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- H)

It is the Teacher’s duty to comply with the regulations of the Minister applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the benefits and privileges prescribed in the agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement shall take effect on \_\_\_\_\_ and shall expire on June 30, \_\_\_\_\_ or upon the return of the teacher who was replaced, whichever event occurs first.
- B) The provisions of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the  
Board: \_\_\_\_\_  
(name)

Teacher: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Witness: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Made at \_\_\_\_\_  
\_\_\_\_\_  
(date)

APPENDIX III-e

CONTRACT OF ENGAGEMENT OF THE ADULT  
EDUCATION TEACHER ENGAGED FOR A  
PREDETERMINED PERIOD OF 240 HOURS OR MORE PER  
SEMESTER

CONTRACT OF ENGAGEMENT

between

THE CREE SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

SEX: F ☐ M ☐

hereinafter called the TEACHER

The Board and the adult education teacher engaged for a predetermined period of 240 hours or more per semester agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A)

The Teacher hereby undertakes, for all legal purposes, to teach as an adult education teacher with the Board.
- B)

The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

\_\_\_\_\_

\_\_\_\_\_
- C)

The teacher declares that he or she was born at:

\_\_\_\_\_ on the \_\_\_\_\_

(place) (year, month, day)
- D)

The Teacher agrees to comply with the law, with the regulations of the Minister applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of Chapter 11-0.00 of the agreement.
- E)

The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14) within 2 months from the date of this contract.
- F)

The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- G)

The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- H)

It is the Teacher's duty to comply with the regulations of the Minister applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the benefits and privileges prescribed in Chapter 11-0.00, with the exception of article 11-2.00.

III- GENERAL PROVISIONS

A) This contract of engagement shall take effect on \_\_\_\_\_ and shall expire on \_\_\_\_\_ or upon the occurrence of the following event:

\_\_\_\_\_

B) The provisions of Chapter 11-0.00 of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the  
Board: \_\_\_\_\_  
(name)

Teacher: \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

Witness: \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

Made at \_\_\_\_\_

\_\_\_\_\_  
(date)



APPENDIX III-f

CONTRACT OF ENGAGEMENT OF THE ADULT  
EDUCATION TEACHER UNDER CLAUSE 11-14.01, 11-14.02  
OR 11-14.03

CONTRACT OF ENGAGEMENT

between

THE CREE SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: \_\_\_\_\_

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

SEX:    F ☐       M ☐

hereinafter called the TEACHER

The Board and the adult education teacher engaged under clause 11-14.01, 11-14.02 or 11-14.03 declare and agree as follows:

I-    OBLIGATIONS OF THE TEACHER

- A)    The Teacher hereby undertakes, for all legal purposes, to teach as an adult education teacher with the Board.
- B)    The Teacher undertakes to teach for the Board according to the terms and conditions established hereinafter:

\_\_\_\_\_

\_\_\_\_\_

- C)    The Teacher declares that he or she:
- was born at: \_\_\_\_\_ on the \_\_\_\_\_
- (place) (year, month, day)

- D)    The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of article 11-14.00 of the agreement.
- E)    The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F)    The Teacher undertakes to provide the Board, without delay, with all information and certificates required by the Board before the date of this contract.
- G)    It is the Teacher's duty to comply with the regulations applicable to teachers of the Board and to carry out duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in article 11-14.00 of the agreement.

III- GENERAL PROVISIONS

A) This contract of engagement shall take effect on \_\_\_\_\_ and shall expire on \_\_\_\_\_ or upon the occurrence of the following event:

\_\_\_\_\_

B) The provisions of article 11-14.00 of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the  
Board: \_\_\_\_\_  
(name)

Teacher: \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

Witness: \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

Made at \_\_\_\_\_

\_\_\_\_\_  
(date)

APPENDIX III-g

CONTRACT OF ENGAGEMENT OF THE CONTRACTUAL  
VOCATIONAL EDUCATION TEACHER

CONTRACT OF ENGAGEMENT

between

THE CREE SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: \_\_\_\_\_

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

SEX:    F ☐       M ☐

hereinafter called the TEACHER

The Board and the vocational education teacher engaged on a yearly basis for a predetermined period of 1 279 hours or less agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A)    The Teacher hereby undertakes, for all legal purposes, to teach as a vocational education teacher in the Board.
- B)    The Teacher hereby undertakes to teach for the Board according to the terms and conditions established hereinafter:

\_\_\_\_\_

\_\_\_\_\_

- C)    The Teacher declares that he or she was born at:

\_\_\_\_\_ on the \_\_\_\_\_

(place) (year, month, day)

- D)    The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of Chapter 13-0.00 of the agreement.
- E)    The Teacher undertakes to provide the Board with all the medical certificates listed in section 207 of the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14) within 2 months from the date of this contract.
- F)    The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- G)    The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- H)    It is the Teacher’s duty to comply with the regulations applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in Chapter 13-0.00 of the agreement.

III- GENERAL PROVISIONS

- A) This contract of engagement shall take effect on \_\_\_\_\_ and shall expire on \_\_\_\_\_ or upon the occurrence of the following event:
- \_\_\_\_\_
- B) The provisions of Chapter 13-0.00 of the agreement shall form an integral part of this contract.

IN WITNESS WHEREOF, the parties have signed,

for the  
Board: \_\_\_\_\_  
(name)

Teacher: \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

Witness: \_\_\_\_\_  
(name)

\_\_\_\_\_  
(address)

Made at \_\_\_\_\_

\_\_\_\_\_  
(date)

APPENDIX III-h

CONTRACT OF ENGAGEMENT OF THE VOCATIONAL  
EDUCATION TEACHER ENGAGED FOR A  
PREDETERMINED PERIOD OF 1 280 HOURS

CONTRACT OF ENGAGEMENT

between

THE CREE SCHOOL BOARD

hereinafter called the BOARD,

and

SURNAME: \_\_\_\_\_

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

SEX:    F ☐       M ☐

hereinafter called the TEACHER

The Board and the vocational education teacher engaged under article 13-14.00 declare and agree as follows:

I- OBLIGATIONS OF THE TEACHER

- A)    The Teacher hereby undertakes, for all legal purposes, to teach as a vocational education teacher in the Board.
- B)    The Teacher hereby undertakes to teach for the Board according to the terms and conditions established hereinafter:

\_\_\_\_\_

\_\_\_\_\_

- C)    The Teacher declares that he or she was born at:

\_\_\_\_\_ on the \_\_\_\_\_

(place) (year, month, day)

- D)    The Teacher agrees to comply with the law, with the regulations applicable to teachers of the Board, with the resolutions and regulations of the Board not contrary to the provisions of article 13-14.00 of the agreement.
- E)    The Teacher undertakes to provide the Board, without delay, with the information and documents necessary to establish his or her qualifications and experience.
- F)    The Teacher undertakes to provide the Board, without delay, with all the other information and certificates required by the Board before the date of this contract.
- G)    It is the Teacher’s duty to comply with the regulations applicable to teachers of the Board and to carry out the duties and responsibilities stipulated therein.

II- OBLIGATIONS OF THE BOARD

The Board undertakes to pay the salary and to grant the Teacher all the rights and benefits prescribed in article 13-14.00 of the agreement.

III- GENERAL PROVISIONS

This contract of engagement shall take effect on \_\_\_\_\_ and shall expire on \_\_\_\_\_ or upon the occurrence of the following event:

\_\_\_\_\_

IN WITNESS WHEREOF, the parties have signed,

for the  
Board: \_\_\_\_\_  
(name)

Teacher: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Witness: \_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

Made at \_\_\_\_\_  
\_\_\_\_\_  
(date)

**APPENDIX IV****EVALUATION RULES PRESCRIBED IN THE *MANUEL D'ÉVALUATION DE LA SCOLARITÉ***

Any change made to the *Manuel d'évaluation de la scolarité* in effect on the date of the coming into force of the Agreement will not lessen the evaluation rules contained therein.

Moreover, no teacher will be issued an official attestation of schooling lower than the one that he or she already has as a result of a change in the rules contained in the *Manuel*.

APPENDIX V CALCULATION OF YEARS OF EXPERIENCE

Examples of the application of clause 6-4.03

I-

Teacher X is currently paid at				Years of experience	Experience steps
After	90 days				
+				0	1
After	45 +   90 days				
	(135)			1	2
After	+   45 +   90 days				
	(135)			2	3
After	45 +   90 days				
	(135)			3	4
After one year full-time	+   (6-4.02)			4	5
After part-time, by-the-lesson or as casual supply teacher	45 + 90 days			5	6
	(135)			6	7

II-

School year	Workdays credited			Use of days for the purpose of calculating experience <sup>1</sup>			Balance after use	Number of years of experience recognized
	Balance transferred	Days worked	Total	45	90	45		
A	-	10	10	-	-	-	10	-
B	10	115	125	-	90	-	35	1
C	35	120	155	45	90	-	20	2
D	20	170	190	45	90	45	10	3
E	-	125	125	-	90	-	35	4
F	35	80	115	45	-	-	70	4
G	70	65	135	-	90	45	-	5

<sup>1</sup> Days credited shall be used only if they are equal to or greater than 45 or 90, as the case may be, the foregoing by blocks of 45 or 90.



APPENDIX VI

REGROUPING BY FIELD OF TEACHERS OF THE BOARD  
FOR THE PURPOSE OF IDENTIFYING THE TEACHERS TO  
BE DECLARED EXCESS, PLACED ON AVAILABILITY OR  
NONREENGAGED BECAUSE OR SURPLUS

OBJECTIVE

The purpose of this appendix is to specify the rules concerning the regrouping of teachers by field for the sole purpose of identifying those teachers who are excess in the schools and who must therefore be reassigned, placed on availability or nonreengaged for reasons of surplus according to the provisions of the agreement.

GENERAL RULES

1. At the beginning of each school year, the Board shall decide on the regrouping of teachers and particularly the creation or elimination of fields according to the following rules. Such a decision shall be made only after consulting the board committee.
2. The regrouping of teachers shall apply to all of the schools of the Board.
3. For the purpose of this plan, every teacher, except the teacher on availability, shall be considered as belonging to the field or sector where he or she teaches.

The teacher who teaches in more than one field or sector shall be considered as belonging to the field or sector where he or she devotes most of his or her teaching time.

For the purpose of applying the preceding paragraph, the field or sector where he or she devotes most of his or her teaching time shall signify the field or sector where the teacher spends more time than in any other field or sector.

If the teacher does not devote most of his or her teaching time in a field or sector, the Board must ask the teacher to choose the field or sector in which he or she wishes to belong for the purpose of this plan. The teacher must indicate his or her choice within 20 days of the Board's request. Failing such a notice on the part of the teacher within the time allotted, the Board shall decide.

4. For the purpose of this plan, every teacher, except the teacher on availability, shall be assigned to the school where he or she teaches.
5. The sectors and fields listed hereinafter shall apply to all of the teachers of the Board:

English Sector

- Field 1-
- Includes every teacher generalist at the preschool level.
- Field 2-
- Includes every teacher generalist at the elementary level.
- Field 3-
- Includes every teacher generalist at the secondary level.
- Field 4-
- Includes every teacher who teaches English as a third language.
- Field 5-
- When the Board offers specialties not covered by the fields prescribed in this appendix, it may determine new fields in order to take the specialties into account. For the purpose of the agreement, every such field shall be separate.
- Field 6-
- When the Board offers vocational education courses, it shall determine the appropriate fields according to the courses offered at the Board. For the purpose of the agreement, every such field shall be separate.
- Field 7-
- Includes every teacher who is a special education specialist.

**French Sector**

- Field 1- Includes every teacher generalist at the preschool level.
- Field 2- Includes every teacher generalist at the elementary level.
- Field 3- Includes every teacher generalist at the secondary level.
- Field 4- Includes every teacher who teaches French as a third language.
- Field 5- When the Board offers specialties not covered by the fields prescribed in this appendix, it may determine new fields in order to take the specialties into account. For the purpose of the agreement, every such field shall be separate.
- Field 6- When the Board offers vocational education courses, it shall determine the appropriate fields according to the courses offered at the Board. For the purpose of the agreement, every such field shall be separate.
- Field 7- Includes every teacher who is a special education specialist.

**Cree Sector**

- Field 1- Includes every teacher generalist at the preschool level.
- Field 2- Includes every teacher generalist at the elementary level.
- Field 3- When the Board offers vocational education courses, it shall determine the appropriate fields according to the courses offered at the Board. For the purpose of the agreement, every such field shall be separate.
- Field 4- Includes every teacher who teaches the Cree language.
- Field 5- Includes every teacher who teaches the Cree culture.
- Field 6- Includes every teacher who provides moral or religious instruction.
- Field 7- Includes every teacher who is a special education specialist.

**APPENDIX VII****LOAN OF SERVICE OF A TEACHER TO A COMMUNITY ORGANIZATION**

The following provisions shall apply to the teacher who benefits from a loan of service to a community organization under clause 5-3.29.

1. The teacher shall benefit, for the duration of this contract, from a leave without loss of salary, including premiums for regional disparities, if he or she continues to work in one of the sectors prescribed in Chapter 12-0.00, the foregoing according to the terms and conditions of payment prescribed in articles 6-8.00 and 6-9.00.
2. The provisions of Chapter 8-0.00 shall not apply to the teacher for the duration of the contract and shall be replaced by the provisions concerning the duties and responsibilities and the workload prescribed in the organization for the group of employees to which he or she belongs. Overtime shall be paid by the organization.
3. Subject to the provisions of this appendix, the teacher shall be entitled, for the duration of this contract, to the benefits which he or she would have under his or her agreement if he or she were really in the service of his or her Board.
4. The teacher or Board may terminate the contract by means of a 10-day written notice to the other party; in this case, the teacher shall return to the service of the Board.
5. Upon his or her return, the teacher shall be reinstated in his or her sector, field and school, subject to the provisions concerning the movement of personnel and security of employment.

**APPENDIX VIII****RELOCATION PREMIUM**

The following provisions shall apply to the teacher who receives a relocation premium under clause 5-3.30.

- 1) The Board may decide to reimburse the teacher for his or her moving expenses; if the Board decides to do so, the teacher shall benefit from the provisions of articles 3) to 14) of Appendix X.
- 2) The Board shall pay the employer who engages the teacher a relocation premium equal to the annual salary of the teacher at the time of his or her resignation. In the case of a teacher on availability, the annual salary shall be that which he or she would receive had he or she not been on availability.

The premium shall be payable in 12 consecutive and equal monthly installments as of the date on which the teacher is engaged by the employer.

- 3) The teacher who leaves his or her new employment or whose engagement is cancelled before the payment of the relocation premium prescribed in article 2) terminates must inform the Board by registered mail within 10 days of the date of the break in his or her employment ties; he or she shall then be entitled to receive the balance of the 12 installments prescribed in article 2) that the Board had not paid at the time it received the notice.
- 4) The date of the teacher's resignation shall be his or her last workday preceding his or her departure from the Board.

APPENDIX IX

VOLUNTARY MOBILITY OF CERTAIN TEACHERS

Notwithstanding clause 5-3.22, the parties agree that 2 tenured regular teachers in the employ of 2 different school boards may exchange their respective position while complying with the following provisions:

1. An exchange of positions must be the subject of a written agreement, in accordance with the contract found in this appendix between the 2 school boards concerned and the 2 teachers concerned. Refusal of the approval of such an exchange by either one of the school boards concerned shall not be the subject of a grievance. If a contract is concluded among the 4 aforementioned parties, a copy of the contract shall be forwarded to the 2 unions concerned within 10 days after it is signed.
2. A teacher who signs a contract of engagement with his or her new school board shall resign from his or her original school board.
3. When a teacher is hired by his or her new board, his or her tenure, years of experience recognized by his or her board and the days accumulated in his or her bank of nonredeemable sick-leave days shall be transferred.
4. The foregoing in accordance with clause 5-4.04.

5. **Contract**

The Cree School Board

and the \_\_\_\_\_ School Board

name of teacher

agree that \_\_\_\_\_ and

name of teacher

\_\_\_\_\_ shall exchange

positions as of the \_\_\_\_\_ school year in accordance with the provisions of this

appendix.

\_\_\_\_\_

For the Cree School Board

\_\_\_\_\_

For the School Board

\_\_\_\_\_

Teacher

\_\_\_\_\_

Teacher

\_\_\_\_\_

Date of signature

**APPENDIX X****MOVING EXPENSES**

- 1) The provisions of this appendix aim to determine that to which the teacher, who benefits from a reimbursement of his or her moving costs, is entitled as moving expenses within the scope of relocation as prescribed in article 5-3.00.
- 2) Moving shall be deemed necessary if it takes place and if the distance between the teacher's new place of work and his or her actual domicile is greater than 65 kilometres.

**Cost of Transporting Furniture and Personal Belongings**

- 3) The Board shall reimburse, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the teacher concerned, including 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 at least 2 detailed quotations of the costs to be incurred in advance.
- 4) However, the Board shall not pay the cost of transporting the teacher's personal vehicle unless the location of his or her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc. shall not be reimbursed by the Board.

**Storage**

- 5) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the Board shall pay the costs of storing the teacher's furniture and personal effects and those of his or her dependents for a period not exceeding 2 months.

**Concomitant Moving Expenses**

- 6) The Board shall pay a moving allowance of \$750 to any transferred teacher who maintains a dwelling in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the teacher is assigned to a location where complete facilities are placed at his or her disposal by the Board. If the teacher does not have a dwelling, the Board shall pay an allowance of \$200.

**Lease Compensation**

- 7) The teacher referred to in the first paragraph 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 teacher who must terminate his or her lease and for which the landlord demands compensation to a maximum period of 3 months' rent. In both cases, the teacher must attest that the landlord's request is well-founded and must present supporting vouchers.
- 8) If the teacher chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be borne by the Board.

**Reimbursement of Expenses Inherent to the Sale or Purchase of a House**

- 9) The Board shall pay, relative to the sale of the principal house-residence of the relocated teacher, the following expenses:
  - a) the real estate agent's fees, upon presentation of the contract with the real estate agent immediately after its signing, of the sales contract and the bill of the agent's fees;
  - b) the costs of notarized deeds chargeable to the teacher for the purchase of a house for the purpose of residence at his or her posting on the condition that the teacher be already the proprietor of his or her house at the time of his or her transfer and that the house be sold;
  - c) the payment of the penalty for breach of mortgage, if need be;

- d) the payment of the proprietor's transfer tax, if need be.
- 10) When the house of the relocated teacher, although it has been put up for sale at a reasonable price, is not sold at the time when the teacher must enter a new agreement for lodging, the Board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the Board shall reimburse the following expenses for a period not exceeding 3 months:
- a) municipal and school taxes;
  - b) the interest on the mortgage loan;
  - c) the cost of the insurance premium.
- 11) In the case where a relocated teacher 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 teacher-owner due to the fact that his or her principal house-residence is not rented at the time when he or she must assume new obligations to dwell in the area of his or her posting. The Board shall pay him or her, 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 3 months, upon presentation of the leases. Moreover, the Board shall reimburse him or her for the reasonable costs of advertisement and the costs of no more than 2 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.

#### **Assignment and Accommodation Expenses**

- 12) When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the Board shall reimburse the teacher for the accommodation expenses for him or her and his or her dependents, in accordance with the regulation concerning travel expenses in effect at the Board, for a period not exceeding 2 weeks.
- 13) If the move is delayed, with the authorization of the Board, or if the teacher's dependents are not relocated immediately, the Board shall assume the teacher's transportation costs up to 500 kilometres to visit them every 2 weeks, if the distance to be covered is equal to or less than 500 kilometres round trip, and once a month if the distance to be covered exceeds 500 kilometres round trip, up to a maximum of 1600 kilometres, the foregoing in accordance with the regulations concerning travel expenses in effect at the Board.
- 14) Moving expenses prescribed in this appendix shall be reimbursed within 60 days of the teacher's presentation of supporting vouchers to the Board that he or she is leaving.

**APPENDIX XI****LEAVE WITH DEFERRED SALARY**

The following provisions shall apply to the teacher who benefits from a leave with deferred salary under article 5-17.00.

**1) Period Covered by this Appendix and Return to Work**

- a) The provisions of this appendix may apply to a given teacher for a period of 3 years, 4 years or 5 years.
- b) The period is hereinafter called the "contract".
- c) The teacher must, following his or her leave, return to work at the Board for a period at least equal to that of his or her leave.

**2) Duration of the Leave and Workload**

- a) The leave shall be for one school year and shall be taken during the last year of the contract.
- b) For the remainder of the contract, the teacher's workload shall be the same as that of any other regular teacher.
- c) Upon his or her return, the teacher shall be reinstated in his or her duties prescribed in this agreement.
- d) If the leave is postponed, it must start no later than 6 years from the date on which the salary began to be deferred.
- e) The leave cannot be interrupted under any circumstances.

**3) Rights and Benefits**

- a) During each of the school years covered by the contract, the teacher shall only receive a percentage of the salary to which he or she would be entitled under the applicable agreement. The percentage applicable shall be one of the percentages indicated in article 13) of this appendix. The percentage of deferred salary cannot however exceed 33 1/3% per calendar year.
- b) Subject to the provisions of this appendix, the teacher shall be entitled, for the duration of the contract and for each of the school years stipulated therein, to the rights and benefits that he or she would have under the agreement if he or she were actually in the employ of the Board.
- c) During the leave, the teacher shall not be entitled to any of the premiums and supplements prescribed in his or her agreement. For the remainder of the contract, the teacher shall be entitled, where applicable, to all of the premiums and supplements applicable to him or her.
- d) During the leave, the teacher 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.
- e) Each of the school years referred to in this contract shall count as a period of service for the purpose of the 4 pension plans currently in force (CSSP, RREGOP, TPP and PPCT).



**4) Retirement, Withdrawal or Resignation of the Teacher**

In the event of the retirement, withdrawal<sup>1</sup> or resignation of the teacher, the contract shall terminate on the date of such retirement, withdrawal or resignation under the conditions described hereinafter:

the Board shall reimburse the teacher for the period of the contract, without interest, an amount equal to the difference between the salary to which he or she would have been entitled under the agreement if the contract were not in force and the salary received under this appendix.

For the purpose of the pension plans, the rights recognized shall be those the teacher would have received had he or she never benefited from the contract. Thus, if the leave was taken, the premiums paid during the leave shall be used to offset premiums unpaid for years worked in order to make up the differences in pension thus lost; however, the teacher may repurchase years of service lost, under the same conditions as those relating to a leave of absence without salary (200% RREGOP and PPCT, 100% TPP and CSSP).

Moreover, if the leave was not taken, the premiums required to recognize all the years worked shall be deducted from the reimbursement of salary to be paid to the teacher.

**5) Dismissal of the Teacher**

In the event of the dismissal of the teacher, the contract shall terminate on the date of the coming into force of the dismissal. The provisions of article 4) shall then apply.

**6) Leave of Absence Without Salary**

For the duration of the contract, the total of one or more leaves of absence without salary may not exceed 12 months. In this case, the duration of the contract shall be extended accordingly.

Should the total of one or more leaves of absence without salary exceed 12 months, the contract shall terminate automatically and the provisions of article 4) shall apply.

**7) Nonreengagement of the Teacher**

In the event of the nonreengagement of the teacher on July 1 of a school year included in the contract, the latter shall terminate on that date and the provisions of article 4) shall apply.

**8) Placement on Availability of the Teacher**

In the event of the placement on availability of the teacher, this contract shall terminate on the date of the placement on availability, the provisions of article 4) shall apply and the salary not paid shall be reimbursed without being subject to pension deductions.

The provisions of this article shall not apply in the following cases:

- a) the teacher placed on availability is recalled to his or her board on or before the first workday following his or her placement on availability;
- b) the actual date of the placement on availability coincides with the beginning of the year of the leave.

---

<sup>1</sup> No withdrawal shall be permitted between April 1 immediately preceding the leave and the end of the school year of the leave.

**9) Disability**

- a) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place:

In this case, the teacher shall choose:

- 1) to continue to participate in the contract and defer the leave until such time as he or she is no longer disabled, subject to paragraph d) of article 2); the teacher shall then receive his or her salary insurance benefit on the basis of the salary determined in the contract.

In the event that the disability still exists during the last year of the contract, the contract may then be interrupted before the beginning of the leave until the end of the disability, subject to paragraph d) of article 2). During the interruption, the teacher shall be entitled to the salary insurance benefit based on his or her regular salary;

- 2) or to terminate the contract and thus receive the amounts that have not been paid as well as the salary insurance benefit based on his or her regular salary; these unpaid amounts shall be subject to deductions for pension purposes.

- b) Disability develops during the leave:

Disability shall be considered as beginning on the date the teacher returns to work and not during the leave.

The teacher shall be entitled, during his or her leave, to the salary determined in the contract. As of the date of his or her return to work, if he or she is still disabled, he or she shall be entitled to the salary insurance benefit specified in the agreement for as long as he or she is covered by a contract. The salary insurance benefit shall be based on the salary determined in the contract. Should the teacher still be disabled at the expiry of the contract, he or she shall then receive a salary insurance benefit based on his or her regular salary.

- c) Disability lasts more than 2 years:

During the first 2 years, the teacher shall be treated in the manner prescribed previously. At the end of these 2 years, the contract shall terminate and if the teacher has not already taken his or her leave, the salary not paid shall be reimbursed (without interest) without being subject to deductions for pension purposes and any disability pension to which he or she is entitled under his or her pension plan shall become payable immediately.

**10) Death of the Teacher**

In the event of the teacher's death during the contract, the latter shall terminate on the date of the death and the provisions of paragraph c) of article 9) shall apply.

**11) Maternity Leave (21 weeks or 20 weeks), Paternity Leave or Leave for Adoption (5 weeks)**

- a) The leave cannot be interrupted for a maternity leave, a paternity leave or a leave for adoption.

- b) The leave takes place before and terminates before the leave:

the contract shall be interrupted for the duration of the maternity leave, the paternity leave or the leave for adoption and shall be extended accordingly following its termination. During the interruption, the provisions of the agreement concerning maternity leaves, paternity leaves or leaves for adoption shall apply.

- c) The leave takes place before the leave and is still taking place at the beginning of the leave;

in this case, the teacher shall choose:

- 1) to defer the leave to another school year, subject to paragraph d) of article 2);
- 2) to terminate this contract, in which case the provisions of article 4) shall apply.

- 12)** If incompatible with the other provisions of the agreement, the provisions of this appendix shall have precedence.

**13) Percentages of Salary**

- a) a 3-year contract: 66.66% of the salary;
- b) a 4-year contract: 75% of the salary;
- c) a 5-year contract: 80% of the salary.

APPENDIX XII

COMPENSATION FOR EXCEEDING THE MAXIMUM  
NUMBER OF STUDENTS PER GROUP (8-8.03)

- A) For the purpose of applying this appendix:
- 1) the number of students taken into account is the number of students registered and present for at least half of the class days in a given month;
  - 2) no compensation is due if the excess ascertained at the beginning of the school year no longer exists on October 15;
  - 3) the casual supply teacher is not entitled to any compensation.

- B) For each group where the number of students exceeds, where applicable, the maximum prescribed in the agreement concluded under clause 8-8.02, the teacher concerned shall be entitled, subject to articles 5-10.00 and 5-13.00, to the amount of compensation C defined as follows for each portion of the school calendar to which it applies:

$$C = \frac{27 \times N}{Y} \times D \times \$1.20$$

where:

N equals the number of students in excess of the maximum prescribed for the group weighted according to the following formula: the first student who exceeds the maximum shall count as one student, the second student who exceeds the maximum shall count as 1.25 students and any other student who exceeds the maximum shall each count as 1.5 students.

Y equals the following number, as the case may be:

-	for preschool groups	18
-	for elementary Grade 1 groups	23
-	for elementary grade 2 and 3 groups	25
-	for other elementary school groups	27
-	for secondary school groups	30

D equals the teaching time assumed for the student group by the teacher during a given portion of the school calendar.

The time is expressed in the number of hours at the preschool and elementary levels and in the number of 50-minute periods or the equivalent at the secondary level multiplied by the number of teaching days prescribed in the school calendar for which such excess situation exists divided by 5.

(example: 22 periods of 45 min. = 19.8 periods of 50 min.)

- C) The annual compensation to which the teacher is entitled shall be limited to:
- \$1 752 for the first student who exceeds the maximum prescribed;
  - \$2 190 for the second student who exceeds the maximum prescribed;
  - \$2 628 for any other student who exceeds the maximum prescribed.

## APPENDIX XIII

RETROACTIVE MONETARY ADJUSTMENT RESULTING  
FROM AN OFFICIAL ATTESTATION OF SCHOOLING

- A) The Board agrees to pay, if this has not already been done, the teacher who is in its employ during the period between July 1, 1978 and June 30, 2010 with or without employment ties with the Board since July 1, 2010, the amounts that would be owing to him or her, subject to other obligations to pay contained in the collective agreements then applicable, as if the Board had used the official attestation of the status of his or her schooling for classification purposes or the official attestation resulting from a decision made by the Revision Committee or from a change in the rules of the *Manuel d'évaluation de la scolarité*.
- B) 1- Section A) of this appendix shall not apply to teachers who benefit from a change in schooling resulting solely from the application of the agreement on the settlement of the action in nullity<sup>1</sup>, with the exception of those teachers involved in the action in nullity.
- 2- The second dash of the last paragraph of clause 6-1.03 shall not apply to a modified rule added to the *Manuel d'évaluation de la scolarité* under the agreement on the settlement of the action in nullity. However, it does apply to teachers referred to in that agreement, namely:
- a) the teachers involved in the action in nullity;
  - b) the teachers whose request for revision was registered on the Revision Committee's roll on September 23, 1992, as of that date;
  - c) the teachers affected by the issuing of an attestation of schooling as of the date of the signing of the agreement on the settlement of the action in nullity.

The salarial or financial retroactivity applicable to the teachers referred to in preceding subparagraphs b) and c) cannot have an effect prior to August 22, 1991.

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<sup>1</sup> P.G. du Québec c. comité de révision de la scolarité des enseignants et al., N° 200-05-003705-923.

## APPENDIX XIV

## ABSENCE REPORT

Name at birth: _____	Employee number: _____
Given name: _____	Title: _____
Surname: _____	Place of work: _____

<b>ABSENCE:</b>			
was absent since	____ / ____ / ____ year month day	until	____ / ____ / ____ year month day inclusively
for	_____	_____	_____
	day(s)	half-day	hour(s) minute(s)
<b>REASON FOR ABSENCE</b>			
<input type="checkbox"/> Disability / less than 4 days	<input type="checkbox"/> Disability / 4 days or more (medical certificate)		
<input type="checkbox"/> Parental responsibility	<input type="checkbox"/> Personal ( <i>support staff only</i> )		
<input type="checkbox"/> Vacation	<input type="checkbox"/> Union activity	<input type="checkbox"/> Maternity leave	
<input type="checkbox"/> Work accident	<input type="checkbox"/> Paternity leave	<input type="checkbox"/> Fortuitous event	<input type="checkbox"/> Cultural
<u>Without pay:</u>	<input type="checkbox"/> authorized	<input type="checkbox"/> unauthorized	
<u>With pay:</u>	<input type="checkbox"/> authorized		
Special leaves (kinship) / Death _____		Marriage _____	
Others <input type="checkbox"/> Specify: _____			

**IN WITNESS WHEREOF**, I have signed this \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee's signature

APPROVED BY: \_\_\_\_\_

COMMENTS: \_\_\_\_\_ DATE: \_\_\_\_\_

Other pertinent information: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX XV****LETTER OF AGREEMENT CONCERNING INTER-SCHOOL  
AND REGIONAL PEDAGOGICAL DAYS**

Given the current logistics constraints in the Cree communities, the parties agree to the following terms and conditions during inter-school and regional pedagogical days:

- Travel between the localities shall be carried out during working hours; failing which, the Board shall pay the teacher compensation equal to 1/1000 of the annual salary for each 60-minute period.
- Teachers shall be entitled, during their stay, to conditions respecting their health and private life.
- Upon presentation of supporting vouchers, the Board shall reimburse the teacher for babysitting costs incurred during inter-school and regional pedagogical days according to the travel policy.

In the event of the failure to comply with these provisions, teachers shall not be required to participate in the pedagogical days and shall work in the community where they are assigned.

**APPENDIX XVI                      FEMINIZATION OF TEXTS**

These rules apply to the French text only.



**APPENDIX XVII                      REINSTATEMENT    FOLLOWING    DISMISSAL    OR  
NONREENGAGEMENT**

Should an arbitration decision (or, where applicable, a decision of a Superior Court or the Court of Appeal following evocation) order the reinstatement of a teacher in his or her position with the Board following a grievance contesting the dismissal or nonreengagement of the teacher concerned, the following terms and conditions of reinstatement shall apply:

- 1) The Board shall arrange a meeting with the Union upon a 3-day written notice to discuss the terms and conditions regarding the reinstatement of the teacher concerned. The Union may renounce the time limit of the notice of meeting.
- 2) At the meeting (which can also be held over the telephone, if the Board and the Union so agree), the Board and the Union shall discuss and agree on the terms and conditions regarding the reinstatement of the teacher concerned.
- 3) Failing an agreement within 60 days of the first meeting, the Board can apply the provisions of clause 5-4.05 or, as the case may be, clause 5-4.06 to the teacher concerned. Should the Board apply clause 5-4.05 or 5-4.06, the teacher may, if he or she feels that the Board has not acted justly and fairly, lodge a grievance in accordance with the procedure for settling grievances prescribed in Chapter 9-0.00.
- 4) If the Union does not attend the duly convened meeting mentioned above, the 60-day time limit prescribed in subparagraph 3) shall be calculated as of the date on which the meeting was scheduled to take place.

**APPENDIX XVIII                      LETTER OF AGREEMENT CONCERNING FAMILY RESPONSIBILITIES**

The Centrale des syndicats du Québec (CSQ), on the one hand, and the Government of Québec represented by the Conseil du trésor, on the other hand, recognize herein, the close relationship between family and work. In this respect, the parties agree to take into account family and work responsibilities in the organization of work.

For this purpose, the parties shall encourage the sectorial, regional or local 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 XIX                                      LINGUISTIC QUALITY OF THE AGREEMENT

- 1.     The parties have modified certain provisions of the Agreement for the sole purpose of improving its linguistic quality.
- 2.     Replacing terms used previously with new ones cannot result in changing the meaning of the provisions concerned or modifying the rights and obligations of the parties.
- 3.     In case of diverging opinion as to the interpretation of a new term, the parties shall refer to the vocabulary used previously.

Consequently, the following words or expressions have been replaced as follows where applicable:

<del>make any representation</del>	put forward any argument
<del>the arbitration decision shall be final</del>	The arbitration decision shall be without appeal
<del>calendar month</del>	month
<del>sabbatical leave with deferred salary</del>	leave with deferred salary

**APPENDIX XX                      PARENTAL RIGHTS (Modifications)**

Should amendments be made to the Québec Parental Insurance Plan, the *Employment Insurance Act* (S.C. 1996, c. 23) or the *Act respecting labour standards* (R.S.Q., c. N-1.1) with respect to parental rights, the parties agree to meet to discuss the possible implications of the amendments on the current parental rights plan.

APPENDIX XXI

TERMS AND CONDITIONS OF THE PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

THE CREE SCHOOL BOARD

HEREINAFTER CALLED

THE BOARD

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

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

HEREINAFTER CALLED

THE TEACHER

SUBJECT: PROGRESSIVE RETIREMENT PLAN

1- Period Covered by the Progressive Retirement Plan

This agreement shall come into force on July 1, \_\_\_\_\_ and shall expire on June 30, \_\_\_\_\_.

The agreement may expire on another date under the circumstances and according to the terms and conditions prescribed in clauses 5-20.17 and 5-20.18.

2- Time Worked

For the period covered by the agreement, the teacher’s time worked shall be equal to the following percentage of the regular workweek for each of the years concerned:

for the school year

\_\_\_\_\_ : \_\_\_\_\_ %

for the school year

\_\_\_\_\_ : \_\_\_\_\_ %

for the school year

\_\_\_\_\_ : \_\_\_\_\_ %

for the school year

\_\_\_\_\_ : \_\_\_\_\_ %

for the school year

\_\_\_\_\_ : \_\_\_\_\_ %

Notwithstanding the preceding paragraph, the Board and the teacher may agree to change the percentage, provided that the time worked is not less than 40% of the regular workweek or the equivalent for a school year.

Paragraph 2 shall apply subject to the first paragraph of clause 5-20.07.

3- Other terms and conditions for applying the plan agreed to with the teacher

**IN WITNESS WHEREOF**, the parties herein have signed in \_\_\_\_\_ on this \_\_\_\_ ~~dy~~  
of the month of \_\_\_\_\_ .

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Teacher

**APPENDIX XXII****ARBITRATION MEDIATION**

- A) If the Board and the Union agree to proceed with mediation in dealing with one or more grievances, they shall inform the records office in writing as soon as possible. The fees and expenses of the mediator-arbitrator shall be paid in accordance with clause 9-2.23.
- B) To this end, the mediator-arbitrator, the Union and the Board agree to plan the first hearing day during a preparatory session.
- C) The parties shall agree on the person to act as mediator in dealing with the grievances. To this end, they shall call upon the services of persons appointed from the list of arbitrators found in clause 9-2.03.
- D) The mediator-arbitrator shall attempt to help the parties reach a settlement. To this end, he or she shall have conciliation powers.

If a settlement is reached, it shall be drafted and shall bind the parties.

- E) If no settlement is reached, the person acting as mediator-arbitrator must deal with the grievance according to the procedure specified in paragraph F) and the provisions of article 9-2.00 that are not inconsistent with this appendix.
- F) Pursuant to paragraph E), the arbitrator must hear the grievance as soon as possible and render his or her decision within 15 days of the end of the hearing. Moreover, the arbitrator must hear the grievance on its merits before rendering his or her decision on a preliminary objection, unless he or she is able to dispose of it immediately. In this case, he or she must then justify his or her decision on the objection.

## APPENDIX XXIII

## ARBITRATION OF GRIEVANCES

- A) In order to improve the effectiveness of the arbitration system, to reduce costs and to enable the local parties to assume greater responsibility for arbitration files, the parties agree, while complying with the current arbitration procedures prescribed in the collective agreement, to use prearbitration mediation as a method for settling grievances.

**I- PREARBITRATION MEDIATION**

The Board and the Union may agree on prearbitration mediation in dealing with certain grievances and on the locality in the Board's territory where the discussions will be held. To this effect, the parties shall forward a joint notice to the records office indicating, where applicable, the name of the mediator chosen from the list of arbitrators prescribed in clause 9-2.03 or otherwise agreed.

Only an employee of the Board and an employee or an elected member of the Union may represent the parties.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, it shall be drafted and the mediator shall take note thereof. The settlement shall bind the parties. The mediator shall file a copy at the records office.

The records office shall file 2 certified copies at the office of the Commission des relations du travail.

The procedure shall apply for every group of grievances agreed to between the Board and the Union.

In the event that a number of grievances included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process.

The honoraria and expenses of the person who is mandated to act as a mediator shall be borne in accordance with paragraph A) of clause 9-2.23.

**II- OTHER MEASURES**

In the context of the hearings prescribed in article 9-2.00, the attorneys assigned to any grievance shall inform the arbitrator and each other of the nature of the preliminary remarks they intend to raise one week prior to the hearing.

Every hearing shall be scheduled for 9:30. The attorneys, assessors, where applicable, and the arbitrator must however use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, make better use of the time invested therein and to accelerate the holding of hearings;
- allow the parties to declare, if they have not already done so, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- define 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.

B) Notwithstanding the foregoing, and without restricting its general scope, the grievances to which the records office of the arbitration tribunals in the education sector attributed the following numbers shall be heard in Montreal:

- 85-T0096-5111
- 85-T0097-5111
- 85-00063-5111
- 88-00035-5111
- 91-00044-5111

APPENDIX XXIV

ORGANIZATION OF EDUCATIONAL SERVICES FOR  
AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS,  
SOCIAL MALADJUSTMENTS OR LEARNING DIFFICULTIES

The parties agree that the document entitled *Organization of Educational Services for At-Risk Students and Students With Handicaps, Social Maladjustments or Learning Difficulties* produced by the MELS in 2007, as well as its updates, will serve as guide and benchmark for the Cree School Board and those involved with at-risk students and students with handicaps, social maladjustments or learning difficulties.

APPENDIX XXV

MEAL PERIOD

(Reference: clause 8-6.01)

AGREEMENT CONCLUDED BETWEEN

ON THE ONE HAND: \_\_\_\_\_ SCHOOL, on behalf of  
the  
Cree School Board, represented by its community education  
administrator and its principal

AND

ON THE OTHER HAND: THE ASSOCIATION DES EMPLOYÉS DU NORD  
QUÉBÉCOIS, on behalf of the \_\_\_\_\_-level teachers  
of \_\_\_\_\_ School represented by its president and its  
union representative of \_\_\_\_\_ School

Given the specific needs of the community of \_\_\_\_\_ and after consulting  
the parents' committee and school council, the parties agree that the duration of the meal  
period of \_\_\_\_\_-level teachers shall be \_\_\_\_\_ minutes for the \_\_\_\_\_  
school year.

**IN WITNESS WHEREOF**, the parties have signed in duplicate in \_\_\_\_\_  
on this \_\_\_\_\_ day of the month of \_\_\_\_\_.

FOR THE CREE SCHOOL BOARD

FOR THE ASSOCIATION DES  
EMPLOYÉS DU NORD QUÉBÉCOIS

\_\_\_\_\_  
COMMUNITY EDUCATION  
ADMINISTRATOR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
UNION REPRESENTATIVE

## APPENDIX XXVI

## PROVINCIAL COMMITTEES OR WORKING GROUPS

Following the tabling of the recommendations of the following committees or working groups (FCSQ-MELS-CSQ and its affiliated members):

- provincial consultation committee;
- provincial committee on competency;
- working group and special measures on multi-grade classes;
- working group and provincial committee on grievances and arbitration;

either one of the signatory parties to this agreement may request to discuss the recommendations. Unless otherwise indicated, the discussions must take place within 90 days of receiving the request.

Should a meeting be necessary, the transportation costs of the union representatives in the employ of the Board shall be paid by the Board if the transportation costs, between the place of assignment and the meeting place, are incurred in accordance with the travel expense policy in effect at the Board.

Similarly, if another provincial committee or working group tables recommendations, the same procedure shall apply.

The discussions mentioned in this appendix may not constitute a revision of the agreement that could lead to a dispute as defined in the *Labour Code* (R.S.Q., c. C-27).

## APPENDIX XXVII

MAINTENANCE OF A NUMBER OF REGULAR ADULT  
EDUCATION POSITIONS**Clause 11-14.02**

- A) For the duration of the Agreement, the Board shall maintain the number of regular positions existing on June 30, 2003, except if this has the effect of placing a teacher on availability.
- B) Notwithstanding paragraph A), the number of regular positions to be maintained, as a result of the application of that paragraph, shall be reduced by a number equal to the number of permanent departures in a specialty where there is a decline in the number of students considered significant by the Board, during the period covering 3 years prior to the current year.
- C) Paragraph B) applies only when the number of actual regular positions reaches the number of regular positions existing on June 30, 2003.
- D) It is up to the Board to determine in which specialty the positions shall be maintained. The Union may make representations to the Board following a permanent departure.

**Examples of the application of clause 11-14.02**

- If the number of regular positions existing on June 30, 2003 referred to in paragraph A) is 5, the Board must maintain 5 regular positions for the term of the Agreement.
- However, if for example, on March 15, 2006, while the Board maintained 5 regular positions, a permanent departure occurs in the specialty "French" and, there is a decline in the number of students deemed significant by the Board in that specialty during the period from the 2002-2003 school year to the 2004-2005 school year, the 5 regular positions to be maintained are then reduced by one and become 4.
- However, if on March 15, 2006, the same permanent departure occurs when the number of regular positions actually maintained is 6, the number of regular positions to be maintained by the Board is not reduced and remains at 5. The number will only be reduced when the actual number of regular positions will reach, where applicable, 5 positions.

APPENDIX XXVIII

LIST OF SCHOOL BOARDS LOCATED IN THE TERRITORY  
OF THE REGIONAL OFFICES

Regional Offices	School Boards
<b>Region 01</b>  Du Bas-Saint-Laurent et de la Gaspésie-Îles-de-la-Madeleine	Chic-Chocs (des) Eastern Shores Fleuve-et-des-Lacs (du) Monts-et-Marées (des) Phares (des) Îles (des) Kamouraska—Rivière-du-Loup (de) René-Lévesque
<b>Region 02</b>  Du Saguenay—Lac-Saint-Jean	De La Jonquière Lac-Saint-Jean (du) Pays-des-Bleuets (du) Rives-du-Saguenay (des)
<b>Region 03</b>  De la Capitale-Nationale et de la Chaudière-Appalaches	Appalaches (des) Beauce-Etchemin (de la) Capitale (de la) Central Québec Charlevoix (de) Côte-du-Sud (de la) Découvreurs (des) Navigateurs (des) Portneuf (de) Premières-Seigneuries (des)
<b>Region 04</b>  De la Mauricie et du Centre-du-Québec	Bois-Francis (des) Chemin-du-Roy (du) Chênes (des) Énergie (de l') Riveraine (de la)
<b>Region 05</b>  De l'Estrie	Eastern Townships Hauts-Cantons (des) Région-de-Sherbrooke (de la) Sommets (des)
<b>Region 06.1</b>  De Laval, des Laurentides et de Lanaudière	Affluents (des) Laurentides (des) Laval (de) Pierre-Neveu Rivière-du-Nord (de la) Samares (des) Seigneurie-des-Mille-Îles (de la) Sir Wilfrid Laurier
<b>Region 06.2</b>  De la Montérégie	Grandes-Seigneuries (des) Hautes-Rivières (des) Marie-Victorin New Frontiers Patriotes (des) Riverside Saint-Hyacinthe (de) Sorel-Tracy (de) Trois-Lacs (des) Val-des-Cerfs (du) Vallée-des-Tisserands (de la)

Regional Offices	School Boards
<b>Region 06.3</b> De Montréal	English Montreal Kativik Lester B. Pearson Marguerite-Bourgeoys Montréal (de) Pointe-de-l'Île (de la)
<b>Region 07</b> De l'Outaouais	Coeur-des-Vallées (au) Draveurs (des) Hauts-Bois-de-l'Outaouais (des) Portages-de-l'Outaouais (des) Western Québec
<b>Region 08</b> De l'Abitibi-Témiscamingue et du Nord-du-Québec	Baie-James (de la) Crie Harricana Lac-Abitibi (du) Lac-Témiscamingue (du) Or-et-des-Bois (de l') Rouyn-Noranda (de)
<b>Region 09</b> De la Côte-Nord	Estuaire (de l') Fer (du) Littoral (du) Moyenne-Côte-Nord (de la)

**APPENDIX XXIX****LETTER OF AGREEMENT CONCERNING THE HOUSING POLICY AND AN INTERNAL APPEAL MECHANISM AS AN ALTERNATIVE METHOD TO RESOLVE CONFLICTS IN THIS MATTER**

The parties recognize that adequate housing constitutes an element promoting well-being and facilitating the retention of teachers working on the territory of the Board. The parties therefore agree that the housing policy shall, in particular, include the following principles:

- the dwelling shall be clean and in good condition when the teacher takes possession and he or she shall maintain it as such;
- major repairs that are necessary shall be made within a reasonable time period;
- assignment of the dwelling shall first take into account the actual number of permanent occupants and seniority at the Board;
- a teacher who has an adequate dwelling cannot displace another occupant, but can move into an available dwelling while however paying all costs related to this move.

The Board shall consult the Union in accordance with clause 4-3.10 of the Agreement about the aforementioned.

Furthermore, for the duration of the agreement, the Board commits to maintaining in its policy a two-level internal appeal mechanism through which the teacher can inform a competent authority at the Board should there arise any local difficulty related to the application or interpretation of the housing policy, in particular as regards attribution and maintenance. Should the conflict persist, the parties agree that this type of issue should not be subject to judicial proceedings. At that time, the parties shall call upon a mediator from the Ministère du Travail to help the parties identify avenues of solution.

This mediator shall be mandated for only one mediation session at the end of which he or she can make a recommendation.

In this mediation process, each party shall pay its costs and the costs to the Board shall be null. Therefore, only the Union, on behalf of the concerned teacher, and the Board may participate. The conclusion of this mediation process cannot result in the application of Chapter 9-0.00.

Finally, the Board shall make public its new policy as soon as it comes into effect and at the beginning of each school year.



APPENDIX XXX

LIST OF VOCATIONAL EDUCATION SPECIALTIES AND  
SUBSPECIALTIES

OBJECTIVE

The objective of this appendix is to specify the rules respecting the regrouping by specialty or subspecialty of vocational education teachers, solely for the purposes of identifying those whose name appears on the recall list.

GENERAL RULES

1. At the beginning of each school year, the Board shall decide on the regrouping of teachers and, in particular, the creation or abolishment of specialties or subspecialties according to the following rules. The decision shall be made only after consulting the board committee.
2. The list applies to all the schools and centres of the Board.

The following specialties and subspecialties apply to all the vocational education teachers in the Board.

3. The teacher who provides instruction in more than one subspecialty or sector shall be classified in the subspecialty or sector where he or she provides the major portion of his or her instruction.

For the purposes of applying the preceding paragraph, the subspecialty or sector where the teacher provides the major portion of his or her instruction refers to the subspecialty or sector where the teacher teaches for more time than in any other subspecialty or sector.

If the teacher does not provide the major portion of his or her instruction in a subspecialty or sector, the Board must ask the teacher in which subspecialty or sector he or she wishes to be classified for the purposes of this appendix. The teacher must indicate his or her choice within 20 days of the Board's request. If the teacher does not convey his or her choice to the Board in the time limit specified, the Board shall decide.

FRENCH SECTOR

Specialties	Subspecialties
Administration, commerce et informatique	Comptabilité Secrétariat Soutien informatique Lancement d'une entreprise
Agriculture et pêches	Réalisation d'aménagement paysager
Alimentation et tourisme	Cuisine d'établissement Service de la restauration
Bois et matériaux connexes	Ébénisterie
Bâtiment et travaux publics	Briquetage-maçonnerie Charpenterie-menuiserie Entretien de bâtiments nordiques Plâtrage
Environnement et aménagement du territoire	Protection et exploitation de territoires fauniques
Électrotechnique	Électricité de construction
Entretien d'équipement motorisé	Mécanique automobile Mécanique de véhicule léger Mécanique d'engins de chantier
Mines et travaux de chantier	Conduite d'engins de chantier nordique
Santé	Assistance aux bénéficiaires en établissement de santé Assistance familiale et sociale aux personnes à domicile Santé, assistance et soins infirmiers
Soins esthétiques	Coiffure

ENGLISH SECTOR

Specialties	Subspecialties
Administration, Commerce and Computer Technology	Accounting Secretarial Studies Soutien informatique Starting a Business
Agriculture and Fisheries	Réalisation d'aménagement paysager
Food Services and Tourism	Food Services Restaurant Management Techniques
Woodworking and Furniture Making	Cabinetmaking
Buildings and Public Works	Masonry and Bricklaying Carpentry Northern Building Maintenance Plastering
Land Use Planning and the Environment	Protection and Development of Wildlife Habitats
Electrotechnology	Construction Electricity
Motorized Equipment Maintenance	Automobile Mechanics Mécanique de véhicules légers Mécanique d'engins de chantier
Mining and Site Operations	Conduite d'engins de chantier nordique
Health Services	Assistance to Patients or Residents in Health Care Establishments Home Care and Family and Social Assistance Health, Assistance and Nursing Care
Beauty Care	Hairdressing

## APPENDIX XXXI

## WRITING RULES

The parties agree to adopt the following writing rules and modify the corresponding texts according to the present provisions:

- 1) figures are written as follows: 1 is written in full and in number; starting with 2, figures are written in number only:

Ex.: ... can be used one (1) day at a time ...;  
... 3 Union representatives ...;  
... 3<sup>rd</sup> physician ...;

- 2) per cents or percentages are written using the % symbol:

Ex.: ... equal to or over 75%;

- 3) this rule applies to the French text only;
- 4) this rule applies to the French text only;
- 5) the space reserved for the date is left blank.

APPENDIX XXXII

SPECIFIC PROVISIONS FOR TEACHERS CLASSIFIED IN  
THE 20-YEAR ANNUAL SALARY SCALE AS PRESCRIBED  
IN THE 2005-2010 AGREEMENT

**Whereas** the Management Committee and the Centrale have agreed to create a single-class scale in accordance with the agreement reached between the parties on March 6, 2007 for the implementation of the pay equity plan.

**Whereas** the parties have committed to engage into discussions for the renewal of the 2005-2010 Agreement in order to find solutions concerning the integration in the single-class salary scale of the teachers classified in the 20-year annual salary scale under clause 6-5.04 of the 2005-2010 Agreement, in accordance with Letter of Agreement No. 1 signed on September 20, 2007;

**Whereas** that in accordance with the 2010-2015 Agreement, the teachers shall be integrated into a single salary scale, inclusive of those with schooling evaluated at 19 years or more;

**Whereas** the aforementioned, certain transitory measures must be implemented as of the 141<sup>st</sup> workday of the 2010-2011 school year until the last workday of the 2014-2015 school year;

The parties agree as follows:

1.
- The salary of the teacher classified in the 20-year annual salary scale recognized under the 2005-2010 Agreement and in effect on the 140<sup>th</sup> workday of the 2009-2010 school year shall be increased as of the 141<sup>st</sup> workday of the 2009-2010 school year by a percentage equal to 0.5%.

Step <sup>1</sup>	As of the 141 <sup>st</sup> workday of the 2009-2010 school year
1	50 596
2	51 935
3	53 294
4	54 727
5	56 249
6	57 761
7	59 354
8	60 979
9	62 702
10	64 452
11	66 287
12	68 137
13	70 109
14	72 124
15	74 208

2.
- A teacher concerned by paragraph 1) shall be integrated as of the first workday of the 2010-2011 school year in the salary scale recognized under clause 6-5.03 of the 2010-2015 Agreement.
3.
- The integration prescribed in the preceding paragraph shall occur as follows: the teacher shall be granted the scale corresponding to his or her experience increased by 8 steps in the salary scale recognized under clause 6-5.03 of the 2010-2015 Agreement.

<sup>1</sup> As defined in la clause 1-1.19 of the 2005-2010 Agreement.

4. A teacher who, on the day of integration prescribed in article 2), was classified in step 1 of the 20-year scale and who is integrated in step 9 of the salary scale recognized under clause 6-5.03 of the 2010-2015 Agreement shall maintain the salary he or she had before the integration in this scale until the 140<sup>th</sup> workday of the 2010-2011 school year. The difference between the current salary and the salary determined in the scale shall be paid in a lump-sum.

#### Teachers Outside the Scale

5. A teacher who, on the day before the integration prescribed in article 2) is entitled to a salary, on this date, in accordance with paragraph 1), that is higher than the maximum salary scale recognized under clause 6-5.03 of the 2010-2015 Agreement shall maintain his or her salary until the 140<sup>th</sup> workday of the 2010-2011 school year and shall be entitled to the following provisions established to protect, subject to the regulations prescribed hereunder, the salary he or she would have received if it had not been for his or her integration into the salary scale prescribed in clause 6-5.03 of the 2010-2015 Agreement:
  - a) a teacher whose salary the day before the date of the salary scale increase is higher than the maximum of the salary scale recognized under clause 6-5.03 of the 2010-2015 Agreement shall be entitled, on the dates of the salary scale increase (as of the 141<sup>st</sup> workday of the 2010-2011 school year), to a minimum increase equal to half the increase percentage applicable on the 141<sup>st</sup> workday of the relevant period in comparison with the preceding 140<sup>th</sup> workday;
  - b) the difference between, on the one hand, the salary the teacher would have received if it had not been for his or her integration into the salary scale prescribed under clause 6-5.03 of the 2010-2015 Agreement and, on the other hand, the salary established in accordance with the preceding subparagraph a), shall be paid in a lump-sum;
  - c) the provisions prescribed in the preceding subparagraphs a) and b) concerning the teacher outside the scale shall cease when his or her salary has reached the highest salary step recognized under clause 6-5.03 of the 2010-2015 Agreement, without however exceeding the last workday of the 2014-2015 school year. Thereafter, the teacher's salary is that which appears on salary step 17 under clause 6-5.03 of the 2010-2015 Agreement.
6. A lump-sum amount included in the teacher's salary and resulting from the application of this appendix shall be divided, paid at each pay period, and prorated to the teacher's salary.

## APPENDIX XXXIII

LETTER OF INTENT CONCERNING THE GOVERNMENT  
AND PUBLIC EMPLOYEES RETIREMENT PLAN

This appendix reproduces the Letter of Intent Concerning the Government and Public Employees Retirement Plan, dated and signed on July 9, 2010 and the amendments to the Letter of Intent dated and signed on October 28, 2010 between the Québec government, the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et des travailleuses du Québec (FTQ) and the Secrétariat intersyndical des services publics (SISP) on behalf of the union groups they represent.

« LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC  
EMPLOYEES RETIREMENT PLAN

## 1. LEGISLATIVE AMENDMENTS

The government shall adopt the necessary orders-in-council and propose to the National Assembly for adoption the necessary legislative provisions in order to make the amendments prescribed in sections 2 to 7 to *An Act Respecting the Government and Public Employees Retirement Plan*. (RREGOP) (R.S.Q., c. R-10).

## 2. NUMBER OF YEARS OF SERVICE

The maximum number of credited years of service that can be used for calculating pensions has increased. This maximum shall be increased gradually and reach 38 on January 1, 2014. Subject to the following, these years shall guarantee the same benefits as the previous ones:

- As of January 1, 2011, the number of credited years of service used for calculating pensions beyond 35 must be worked or redeemed. No redemption of service prior to January 1, 2011 may cause that the credited service used for calculating pensions shall exceed 35 on January 1, 2011.
- No retroactivity provision shall be allowed. Service exceeding 35 credited years of service used for calculating pensions before January 1, 2011 shall not be recognized neither through a required contribution nor through a redemption.
- The pension reduction applicable as of the age of 65 (QPP coordination) does not apply to the credited years of service used for calculating pensions exceeding 35 years.
- An individual who receives a long-term salary insurance benefit cannot accumulate beyond 35 creditable years used for calculating pensions.
- Any service occurred after January 1, 2011 beyond 35 credited years of service is pensionable up to a maximum of 38 credited years of service.

Concerning the revaluation of pension credits, the increase from 35 to 38 in the maximum number of years of service shall not result in the increase, or decrease, of the number of years that would be revalued if this measure did not exist.

## 3. PENSION CREDITS

As of January 1, 2011, the possibility of redeeming prior service in the form of pension credits is abolished.



#### 4. CONTRIBUTION FORMULA

As of January 1, 2012, the contribution formula is amended based on the specifications described in Appendix 1.

The compensation, as described in Appendix 1, represents an amount that allows a contributor whose annualized salary is lower than the MPE to pay contributions comparable to the ones they would pay if the 35% MPE exemption was maintained.

The compensation amount is calculated each year, at the latest 9 months following the end of the calendar year, by the CARRA; it constitutes a shortfall for the participants' fund. This shortfall is absorbed each year by the government who transfers, at the latest 3 months following the CARRA's calculation, the required amount from the employers' contribution fund to the RREGOP employee contribution fund (fund 301).

#### 5. BANK OF 90 DAYS

Absences without pay that are not redeemed and subsequent to January 1, 2011 may not be granted without cost upon retirement. However, absences without pay in consideration of parental leaves that are not redeemed can continue to be offset by the 90-day bank. The 90-day limit continues to apply.

#### 6. FREQUENCY OF ACTUARIAL VALUATIONS

The frequency of actuarial valuations remains on a 3-year basis. However, an update of the actuarial valuation is performed yearly.

#### 7. INDEXATION CLAUSE

Should there be a surplus that exceeds by more than 20% the unfunded liability for benefits for which members are responsible, as identified in a three-year valuation based on assumptions whose relevance has been confirmed by an independent actuary or in an updated valuation, the indexation clause for benefits to which members are entitled that are payable to retirees with respect to service credited between June 30, 1982 and January 1, 2000 is improved on the January 1 following receipt by the Minister of the report of the independent actuary in the case of a three-year actuarial valuation or on the January 1<sup>st</sup> following an update of such a valuation, to the extent that the portion of this surplus that exceeds 20% of the unfunded liability allows the cost of the improvement to be entirely covered.

This cost corresponds, with respect to the years of service credited between June 30, 1982 and January 1, 2000, to the difference between the present value of the benefits that would be payable to retirees according to the indexation clause applicable for the service credited after January 1, 2000 (CPI-3% with a minimum of 50% of the CPI) and the present value of benefits for which members are responsible, payable to retirees pursuant to the indexation clause (CPI-3%).

On January 1 of each subsequent year, the improvement of the indexation clause remains in effect only if, based on an update of the three-year actuarial valuation or the receipt by the Minister of a report from the independent actuary validating a new three-year actuarial valuation, there is a surplus that exceeds by more than 20% the unfunded liability of benefits for which members are responsible, and the portion of this surplus exceeding 20% of the unfunded liability entirely covers the cost of the increase as calculated above. It is understood that a benefit increased as the result of the improvement in the indexation granted for one year will not be reduced thereafter.

With respect to the benefits for which the government is responsible, payable to retirees with regards to the service credited between June 30, 1982 and January 1, 2000, the government agrees, when the above conditions are met, to discuss with the union associations for whom this Letter of Intent is intended, the possibility of improving the indexation clause in the same way as it has been improved with respect to the benefits for which members are responsible.



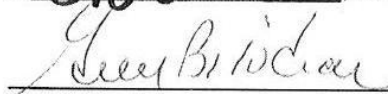
When benefits to retirees with respect to service credited between June 30, 1982 and January 1, 2000 for which the government is responsible are not increased, a transfer of funds from the contributions by employees to the contributions of funds by employers must be made to ensure the cost-sharing of benefits provided by law, with the understanding that the improvement applies only to the portion of benefits for which members are responsible. The amount to transfer is determined by CARRA as of the December 31 preceding the improvement of benefits for which members are responsible, and payable to the retirees using the method and assumptions of the most recent actuarial valuation. This amount is transferred in the three (3)-month period following the date on which the CARRA has determined the amount to be transferred.

## 8. AMENDMENTS TO THE PENSION PLAN

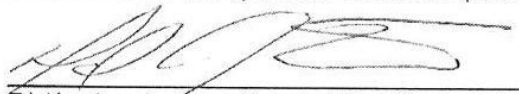
Subject to the amendments prescribed herein during the term of this agreement, no amendment to the RREGOP may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

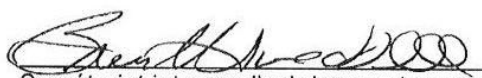
En foi de quoi les parties ont signé

à Québec, ce 9 juillet 2010

  
Confédération des syndicats nationaux (CSN)

  
Gouvernement du Québec

  
Fédération des travailleurs et travailleuses du Québec (FTQ)

  
Secrétariat intersyndical des services publics (SISP)



## APPENDIX 1

## CONTRIBUTION FORMULA

**A-** The participant's contribution to the RREGOP is currently determined based on the following formula:

**a) If Pensionable salary < 35% of MPE**

Contribution = 0

**b) If Pensionable salary > 35 % of MPE**

Contribution = Rate A x (Pensionable salary – 35 % of MPE)

Where MPE: Maximum pensionable earnings;

Rate A: The contribution rate applicable to the excess pensionable salary on 35% of the MPE determined by the CARRA during the actuarial valuation.

**B-** As of January 1, 2012, the above (point A) contribution formula shall be replaced by:

**a) If Pensionable salary < 35% of MPE**

Contribution = Rate B x [ Pensionable salary – Z% of the MPE ] – Compensation

Compensation = MAXIMUM [ 0; Rate B x (Pensionable salary – Z% of the MPE)]

**b) If Pensionable salary > 35 % of MPE**

Contribution = Rate B x [ Pensionable salary – Z% of the MPE ] – Compensation

Compensation = MAXIMUM [ 0; Factor x ( MPE – Pensionable salary)]

Where Rate B: The contribution rate applicable to the excess pensionable salary on Z% of the MPE determined by the CARRA during the actuarial valuation;

Z: Equals 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016;

Factor: A factor calculated annually by the CARRA so that the contributions paid by the contributors whose pensionable salary is below the MPE are essentially the same as when the current contribution formula is used (point A)



**ADMENDMENTS**  
**TO THE**  
**LETTER OF INTENT CONCERNING THE GOVERNMENT**  
**AND PUBLIC EMPLOYEE RETIREMENT PLAN**  
**SIGNED ON JULY 9, 2010**

Under the implementation of the legislative provisions arising out of the signature of the letter of intent, two amendments are made to this letter.

The first component deals with the elimination of a situation where a participant could not reach 38 credited years of service. Indeed, considering the administrative impact of differentiating the long term salary insurance benefits from the short term ones, the saving clause to the effect that "An individual who receives a long term salary insurance benefit cannot accumulate beyond 35 creditable years used for calculating pensions" is deleted.

The second component is to specify more clearly the objective of the parties concerning the elimination of recognized service in the form of pension credits. The wording should be as follows:

"As of January 1, 2011, the possibility of having prior service recognized in the form of pension credits with the RREGOP, RRE and RRF is abolished."

En foi de quoi les parties ont signé

à Montreal, ce 28 octobre 2010

Henri Bédard  
Confédération des syndicats nationaux (CSN)

[Signature]  
Gouvernement du Québec

[Signature]  
Secrétariat intersyndical des services publics (SISP)

[Signature]  
Fédération des travailleurs et travailleuses du Québec (FTQ)

**APPENDIX XXXIV****REVIEW OF THE LIST OF ARBITRATORS**

The parties agree to review the list of arbitrators under clause 9-2.03 of the Agreement.

Between the date of coming into effect of the Agreement and the reaching of an agreement between the parties to review the list, the list included in the Agreement shall continue to be applied. However, the individuals whose name appear in clause 9-2.03 of the 2005-2010 Agreement and who could act as arbitrators until March 30, 2010 shall only be appointed by the records office upon agreement from the representatives of the national parties.

APPENDIX XXXV

INTEGRATION OF PROVISIONS ALLOWING THE FILING  
OF A GRIEVANCE BY ELECTRONIC MEANS

Based on the wishes of the records office of the arbitration tribunals in the Education sector (“records office”) and on the new provisions contained in the various collective agreements in the school board network, the parties agree to review the provisions of Chapter 9-0.00 of the Agreement in order to integrate the possibility that the parties may file any grievance through electronic means through a service implemented by the records office, while also taking into account the territorial specificity and the technological reality of the Cree School Board.