

Provisions binding

**The Management Negotiating Committee for the Cree School Board
(CPNCSC)**

and

**The Centrale des syndicats du Québec (CSQ) on behalf of the
Syndicat des professionnelles et professionnels en milieu scolaire du
Nord-Ouest (SPPMSNO) represented by its bargaining agent, the
Fédération des professionnelles et professionnels de l'éducation du
Québec (FPPE)**

**in accordance with the provisions of the
Act respecting conditions of employment in the public sector
(2005, chapter 43)**

2005-2010

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for the Cree School Board (CPNCSC)
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TABLE OF CONTENTS

CHAPTERS	TITLES	
1-0.00	GENERAL PROVISIONS	
1-1.00	Definitions	1
1-2.00	Interpretation and nullity of a clause	4
1-3.00	Appendices	5
1-4.00	Printing of the agreement	5
1-5.00	Duration of the agreement	5
2-0.00	JURISDICTION	
2-1.00	Field of application	7
2-2.00	Recognition	8
3-0.00	UNION PREROGATIVES	
3-1.00	Union system	9
3-2.00	Deduction of union dues	9
3-3.00	Union delegate	11
3-4.00	Leaves for union activities	12
	Section 1 Leaves for negotiation purposes at the provincial level	12
	Section 2 Long-term leaves for union activities	12
	Section 3 Leaves to participate in the FPPE or CSQ convention	13
	Section 4 Leaves for other union activities	13
	Section 5 Leaves to participate in a joint committee	14
	Section 6 Leaves related to the grievance and arbitration procedure or to a hearing of an administrative tribunal	14
	Section 7 Group professional activities and union meetings	15
	Section 8 General provisions	15
3-5.00	Use of board premises	15
3-6.00	Posting and distribution	16
3-7.00	Documentation	16
4-0.00	CONSULTATION	
4-1.00	General provisions	18
4-2.00	Labour Relations Committee	18
4-3.00	Consultation of professionals	20

5-0.00

EMPLOYMENT SYSTEM AND FRINGE BENEFITS

PART I EMPLOYMENT SYSTEM

5-1.00	Status upon engagement.....	21
5-2.00	Regular professional position to be filled.....	22
5-3.00	Engagement.....	22
	Section 1 General provisions.....	22
	Section 2 Priority of engagement to fill a professional supernumerary position or to replace a professional.....	24
5-4.00	Assignments.....	25
	Section 1 Assignment, reassignment and transfer.....	25
	Section 2 Temporary assignment to a senior staff position.....	27
5-5.00	Nonreengagement, resignation and breach of contract.....	28
	Section 1 Nonreengagement.....	28
	Section 2 Resignation.....	28
	Section 3 Breach of contract.....	29
5-6.00	Priority and security of employment.....	30
	Section 1 General provisions.....	30
	Section 2 Tenure.....	30
	Section 3 Reduction of personnel.....	31
	Section 4 Rights and obligations of the professional within the framework of priority of employment.....	31
	Section 5 Rights and obligations of the professional within the framework of security of employment.....	32
	Section 6 Moving expenses.....	36
	Section 7 Job contract (contracting out).....	36
	Section 8 Placement bureaus.....	36
	Section 9 Replacement.....	36
	Section 10 Support measures for the relocation of professionals nonbeneficiaries under the James Bay Agreement.....	38
5-7.00	Measures to reduce the number of placements on availability.....	38
5-8.00	Professional's file.....	39
5-9.00	Disciplinary measures.....	40

PART II FRINGE BENEFITS

5-10.00	Life, health and salary insurance plans.....	41
	Section 1 General provisions.....	41
	Section 2 Basic health insurance plan.....	42
	Section 3 Complementary insurance plans to which the Board does not contribute.....	44
	Section 4 Insurance Committee of the Centrale.....	45
	Section 5 Intervention of the Board.....	46
	Section 6 Standard life insurance plans.....	47
	Section 7 Salary insurance plan.....	47
	Section 8 Sick-leave days.....	50
5-11.00	Health and safety.....	51
5-12.00	Work accidents and occupational diseases.....	53
5-13.00	Parental rights.....	57
	Section 1 General provisions.....	57
	Section 2 Maternity leave.....	57

	Section 3	Special leaves regarding pregnancy and breastfeeding	63
	Section 4	Other parental leaves.....	65
	Section 5	Miscellaneous provisions	71
5-14.00		Nondiscrimination	72
5-15.00		Equal opportunity.....	73
5-16.00		Harassment in the workplace	74
	Section 1	Sexual harassment	74
	Section 2	Psychological harassment	74
6-0.00	REMUNERATION		
6-1.00		Annual salary scales and rates.....	76
6-2.00		Provisions concerning remuneration	80
6-3.00		Recognition of experience upon engagement	80
6-4.00		Recognition of schooling.....	81
6-5.00		Placement of the professional upon engagement	82
6-6.00		Placement of the professional in the event of a transfer.....	82
6-7.00		Placement on the date of the coming into force of the agreement	82
6-8.00		Classification.....	82
6-9.00		Addition of new employment groups to the Classification Plan during the agreement.....	83
6-10.00		Advancement in step	84
6-11.00		Payment of salary	84
7-0.00	FRINGE BENEFITS RELATED TO WORKING CONDITIONS		
7-1.00		Seniority.....	87
7-2.00		Leaves for education-related activities	87
7-3.00		Leaves of absence without salary.....	88
7-4.00		Special leaves	89
7-5.00		Nonworking days with pay	91
7-6.00		Public office	92
7-7.00		Vacation.....	92
7-8.00		Travel expenses	94
7-9.00		Technological changes	94
7-10.00		Professional improvement	95
	Section 1	General provisions concerning professional improvement	95
	Section 2	Organization of professional improvement.....	95

8-0.00	WORK SYSTEM	
8-1.00	Working time.....	97
8-2.00	Work schedule.....	97
8-3.00	Overtime.....	97
8-4.00	Regulations concerning absences.....	98
8-5.00	Extent of responsibility.....	98
8-6.00	Professional responsibility.....	98
8-7.00	Civil responsibility.....	99
8-8.00	Practice of the profession.....	99
8-9.00	Evaluation of professional activities.....	100
9-0.00	GRIEVANCES, ARBITRATION AND DISAGREEMENTS	
9-1.00	General provisions.....	101
9-2.00	Procedure for settling grievances.....	103
9-3.00	Regular arbitration process.....	104
9-4.00	Decisional process.....	105
9-5.00	Accelerated arbitration process.....	109
9-6.00	Prearbitration mediation.....	110
9-7.00	Disagreements.....	111
10-0.00	REGIONAL DISPARITIES	
10-1.00	Definitions.....	112
10-2.00	Premiums.....	113
10-3.00	Other benefits.....	114
10-4.00	Outings.....	116
10-5.00	Reimbursement of transit expenses.....	117
10-6.00	Death.....	117
10-7.00	Lodging.....	117
10-8.00	Food transportation.....	118
10-9.00	Miscellaneous provisions.....	119
	Section I General provisions applicable to the education sector.....	145
	Section II Other provisions.....	146

APPENDICES	TITLES	
Appendix A	Contract of engagement	120
Appendix B	Moving expenses.....	121
Appendix C	Workplace.....	123
Appendix D	Addition of resources for at-risk students and students with handicaps, social maladjustments or learning disabilities	124
Appendix E	Leave with deffered salary.....	125
Appendix F	Authorization to consult a personal file.....	132
Appendix G	Feminization of texts.....	133
Appendix H	Letter of agreement on housing in the north (protocol).....	134
Appendix I	Nonworking days with pay	135
Appendix J	Writing rules.....	136
Appendix K	Social issue projects	137
Appendix L	Progressive retirement plan.....	138
Appendix M	Family responsibilities.....	142
Appendix N	List of school boards located in the territory of the regional offices	143
Appendix O	Implementation of the pay equity program	145

CHAPTER 1-0.00 GENERAL PROVISIONS**1-1.00 DEFINITIONS****1-1.01 Principle**

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

1-1.02 Assignment

Position to which a professional is appointed.

1-1.03 Year of service

Any period of 12 full months in the employ of the Board made up of full-time or part-time employment.

1-1.04 Year of experience

A period of 12 months of full-time employment or its equivalent in the service of an employer and recognized as such under article 6-3.00.

1-1.05 School year and work year

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

Work year shall designate the same period as the school year.

1-1.06 Centrale or CSQ

The Centrale des syndicats du Québec.

1-1.07 Placement

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

1-1.08 Classification

Employment group to which a professional belongs.

1-1.09 Management Committee or CPNCSC

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).

1-1.10 Board

The Cree School Board.

1-1.11 Spouse

Spouses mean persons:

- a) who are married or living in a conjugal relationship and cohabiting;
- b) who are of the opposite or the same sex who are living in a conjugal relationship and are the father and mother of the same child;

- c) who are of the opposite or the same sex and have been living in a conjugal relationship for a period of 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.

1-1.12 James Bay Agreement

The James Bay and Northern Québec Agreement signed on November 11, 1975 by the Government of Québec, the James Bay Energy Corporation, the James Bay Development Corporation, Hydro-Québec, the Grand Council of the Crees (of Québec), the Northern Quebec Inuit Association, the Crees of James Bay, the Inuit of Québec, the Inuit of Port Burwell and the Government of Canada, as approved by the Parliament of Canada and the National Assembly of Québec and as modified subsequently, including any complementary agreements to the James Bay and Northern Québec Agreement.

1-1.13 Employment group

Any of the employment groups prescribed in the Classification Plan defined in clause 1-1.29.

1-1.14 Union delegate

A professional in the employment of the Board appointed in that capacity by the Union to represent professionals covered by accreditation.

A1 1-1.15 Regional office

One of the regional offices listed in Appendix N.

1-1.16 Step

Division of the salary scale where a professional is placed under Chapter 6-0.00.

1-1.17 Fédération or FPPE

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

1-1.18 Function

All the duties assigned to a professional that are in keeping with the general framework defined for an employment group.

1-1.19 Grievance

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

1-1.20 Working days

For the purpose of computing time limits, the days from Monday to Friday inclusively with the exception of the paid legal holidays proclaimed by the civil authority and the days mentioned in article 7-5.00.

1-1.21 Disagreement

Any dissension between the parties other than a grievance within the meaning of the agreement and a dispute within the meaning of the *Labour Code* (R.S.Q., c. C-27).

1-1.22 Ministère

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

1-1.23 Minister

The Minister of Education, Recreation and Sports.

1-1.24 Transfer

Transfer of a professional to a different employment group.

1-1.25 Local parties

The Board and Union bound by the agreement.

1-1.26 Parties at the provincial level

The Management Committee and the Centrale.

1-1.27 Management group at the provincial level

The Management Negotiating Committee for the Cree School Board (CPNCSC).

1-1.28 Union group at the provincial level

The Centrale on behalf of the Syndicat des professionnelles et professionnels en milieu scolaire du Nord-Ouest (SPPMSNO) represented by its bargaining agent, the Fédération des professionnelles et professionnels de l'éducation du Québec (CSQ).

A1 1-1.29 Classification Plan

Document of the Ministère and the Quebec English School Boards Association (QESBA) entitled "Classification Plan for Professionals, English-language School Boards".

1-1.30 Position

A position is made up of the following 3 elements: the function assigned to the professional, his or her place of work and the department to which he or she belongs.

1-1.31 Vacant position

Position with no incumbent that the Board has not filled.

1-1.32 Professional

A person carrying out a function in an employment group prescribed in the Classification Plan.

1-1.33 Full-time professional

The substitute or supernumerary professional whose regular workweek includes the number of hours prescribed in article 8-1.00 and the regular professional whose regular workweek includes 75% or more of the number of hours prescribed in article 8-1.00.

1-1.34 Part-time professional

The professional whose regular workweek has fewer hours than that prescribed for the full-time professional who has the same status.

1-1.35 Reassignment

A change of position within the same employment group.

1-1.36 Union representative

Any person designated by the Union to perform union duties.

1-1.37 Education sector

The school boards and colleges 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).

1-1.38 Public and Parapublic Sector

School boards, colleges or institutions 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) as well as government agencies subject to the Act and the civil service of Québec.

1-1.39 Trainee

A person taking training courses which are imposed on candidates in certain professions or undergoing a training period in a department at the Board and who is not engaged by the Board as a professional.

1-1.40 Union

Association of employees accredited under the *Labour Code* (R.S.Q., c. C-27) and bound by the agreement.

1-1.41 Hourly rate

Salary divided by 1826.3.

1-1.42 Salary

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

1-1.43 Total salary

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

1-1.44 Bargaining unit

All the professionals in the service of the Board covered by the accreditation held by the Union.

1-2.00 INTERPRETATION AND NULLITY OF A CLAUSE**1-2.01**

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

1-2.02

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

1-2.03

Provisions of the agreement which are marked "Protocol" are included for information purposes.

They shall not be in any way the responsibility of the Board or the Union and the provisions which are marked as such shall not be subject to the procedure for settling grievances of the agreement.

1-2.04

For the purposes of the drafting of 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 G. These rules apply to the French text only.

The application of these rules may not have the effect of modifying the rights and benefits which would have applied if the masculine gender had been used and, unless the context indicates otherwise, may not have the effect of conferring different rights or benefits on men or women.

1-3.00 APPENDICES**1-3.01**

The appendices shall form an integral part of the agreement.

1-4.00 PRINTING OF THE AGREEMENT**1-4.01**

The cost of printing or photocopying the agreement shall be assumed by the Management Committee; it shall forward to the Fédération 100 copies of the French version and 50 copies of the English version of the agreement.

1-4.02

The text of the agreement shall be translated into English at the expense of the Management Committee. The English version must be made available to English-speaking professionals and to the Union as quickly as possible. The management group may prepare a résumé of the agreement in Cree.

1-4.03

The French version of the agreement shall be the only official text for interpretation purposes.

1-5.00 DURATION OF THE AGREEMENT**1-5.01**

In compliance with the *Act respecting conditions of employment in the public sector* (2005, chapter 43), the 2000-2003 collective agreement is renewed and comes into effect on December 16, 2005.

However, in accordance with the law, the provisions modifying the renewed 2000-2003 collective agreement come into effect on December 16, 2005 as well as the provisions in Appendix I of the law, except those related to parental rights that come into effect on January 1, 2006.

The provisions do not have any retroactive effect, unless specifically provided otherwise.

1-5.02

The agreement expires on March 31, 2010. However, the provisions of the agreement continue to apply until the signing of a new agreement.

A1 1-5.03

The provisions ensuing from the agreement between the parties and signed on November 23, 2006 come into effect at the date of signature of the amendment. These provisions are identified by the initials A1.

A2 As well, provisions to the amendment prescribed in clause 9-7.03 of the provisions binding the parties and signed on March 20, 2007, come into effect at the date of signature of this amendment. These provisions are identified by the initials A2.

The provisions do not have any retroactive effect, unless specifically provided otherwise.

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

The agreement shall apply to all professionals who are employed directly by the Board and who are employees within the meaning of the *Labour Code* (R.S.Q., c. C-27) and covered by the accreditation issued to the Union, the foregoing subject to the following clauses.

2-1.02

The agreement shall not apply to trainees.

2-1.03

The agreement shall apply to the regular professional whose regular workweek includes fewer hours than that prescribed in article 8-1.00. However, unless the agreement expressly stipulates otherwise, the following benefits shall apply in proportion to the regular hours prescribed in his or her schedule:

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

2-1.04

The professional engaged for a duration equal to or greater than 6 months as a substitute or supernumerary professional shall be covered by the agreement with the exception of the following subjects:

- a) long-term leaves for union activities;
- b) priority and security of employment;
- c) public office;
- d) extension of maternity leave, paternity leave or leave for adoption except for the extension prescribed in paragraph B) of clause 5-13.31.

However, unless the agreement expressly stipulates otherwise, for the substitute or supernumerary professional whose regular workweek includes fewer hours than that prescribed in article 8-1.00, the following benefits shall apply in proportion to the number of regular hours prescribed in his or her schedule:

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

2-1.05

The professional engaged for less than 6 months as a substitute or supernumerary professional shall be entitled only to the application of those clauses in which he or she is expressly designated as well as the clauses pertaining to the following subjects:

- a) union dues;
- b) engagement for clauses 5-3.04 to 5-3.12;
- c) health and safety;
- d) parental rights according to the conditions prescribed in article 5-13.00, if he or she is engaged for 3 months or more;
- e) nondiscrimination;
- f) equal opportunity;
- g) sexual harassment;
- h) salary in proportion to the hours worked;
- i) payment of salary;
- j) recognition of experience upon engagement;

- k) recognition of schooling;
- l) classification except that resulting from a transfer;
- m) travel expenses;
- n) duration of the workweek and overtime;
- o) regulations concerning absences;
- p) extent of responsibility;
- q) professional responsibility;
- r) practice of the profession;
- s) civil responsibility;
- t) the procedure for settling grievances and arbitration as regards the rights recognized under this clause;
- u) the benefits for regional disparities according to the conditions prescribed in Chapter 10-0.00.

The professional shall also be entitled to an increase of 9% of the salary applicable to him or her in lieu of all fringe benefits including the insurance plans. The 9% increase shall be distributed over each of his or her salary payments. The professional shall also be entitled to an amount of 8% of the salary received for vacation purposes upon the termination of his or her engagement.

The provisions of the agreement required for the application and interpretation of the professional's rights prescribed in this clause shall apply for those purposes.

2-2.00 RECOGNITION

2-2.01

The Board shall recognize the Union as the exclusive collective representative of the professionals governed by the agreement for the purpose of its application.

2-2.02

The Board and the Union shall recognize the parties at the provincial level for the purpose of assuming in their name the responsibilities specifically delegated to them by certain clauses of the provincial entente.

2-2.03

Any special agreement between a professional or a group of professionals and the Board must be approved in writing by the Union before it comes into force.

No individual agreement between a professional and the Board may result in any additions, deletions or changes whatsoever in the agreement.

2-2.04

The Board and the Union shall recognize the right of the parties at the provincial level to deal with questions relating to the application of the agreement and to decide on the interpretation of the provisions of the agreement.

To this effect, either one of the parties at the provincial level may request a meeting. The meeting must be held within 15 days of the receipt of the request or, at a later date, if there is an agreement between the parties.

2-2.05

The Board and the Union shall recognize the mandates and duties of the school committees determined in the James Bay Agreement, the *Education Act for Cree, Inuit and Naskapi Native Persons* (R.S.Q., c. I-14) and the agreement.

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

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

3-1.02

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

3-1.03

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

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

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

3-1.04

The fact that the Union does not accept a professional in its ranks or expels him or her or that a professional is a member or not of the Union may in no way affect his or her employment ties with the Board.

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

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

3-2.02

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

3-2.03

Every notice of deduction shall come into force on the 30th day after the Board receives it in the case of regular dues or on the 45th day after the Board receives it in the case of special dues.

3-2.04

The Union shall send a written notice to the Board specifying:

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

3-2.05

Within 15 days of the collection, the Board shall give the Union or the collection agent a cheque for the deductions made as union dues.

3-2.06

The cheque stub must contain the following information:

- a) the month or pay period concerned;
- b) the total amount levied;
- c) the number of contributors;
- d) the deduction rate applied;
- e) the list of professionals who have contributed indicating for each the following information:
 - surname and given name;
 - social insurance number;
 - annual salary;
 - the salary on which the deduction is based for the period concerned;
 - amount deducted;
 - the date on which he or she began in service as a professional or the date of his or her departure, if it is included in the period covered by the list.

3-2.07

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

3-2.08

The Board shall forward to the Union or to the union's collection agent, if applicable, before January 31, a list covering the period of the preceding calendar year; the list must contain the following information:

- a) the surname and given name of the contributor;
- b) his or her social insurance number;
- c) his or her employment status;
- d) the date on which he or she began in service as a professional or the date of his or her departure, if it is included in the period covered by the list;
- e) the salary earned on which dues may be collected during the period covered by the list;
- f) the amount deducted as dues;
- g) the total amount under items e) and f) for the period covered by the list.

The Board shall also forward a copy of the list to the union delegate.

3-2.09

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

A1 3-2.10

When one of the local parties requests the Commission des relations du travail to rule on whether a person considered as belonging to a bargaining unit must be excluded therefrom or on whether a person considered as not belonging to a bargaining unit must be included therein, the date on which the Commission des relations du travail renders his or her decision shall represent either the end of the period during which dues may be collected for the person excluded or the beginning of the period during which dues may be collected for the person included in the bargaining unit.

3-2.11

For the professional excluded from the bargaining unit under clause 3-2.10, the Union shall undertake to pay back directly to the professional the extra dues deducted, where applicable, taking into account the proportion of his or her total salary for which dues may be collected.

3-2.12

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

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

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

His or her duties, among others, shall be:

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

3-3.02

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

The assistant union delegate may, in the absence of the union delegate, represent the Union in its dealings with the Board in the same capacity as the union delegate; in this case, the assistant union delegate shall benefit from all the rights conferred on the union delegate by the agreement.

3-3.03

The Union shall inform the Board in writing of the name of the union delegate and assistant union delegate within 30 days of their appointment and shall inform the Board of any change without delay.

3-3.04

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

However, after having notified his or her immediate superior within a reasonable time period, the union delegate or, in his or her absence, the assistant union delegate may be absent from his or her work, without loss of salary or reimbursement by the Union, to accompany a professional to present and discuss a grievance with the Board's representative.

If it becomes necessary for the union delegate or, in his or her absence, the assistant union delegate to leave his or her work in order to perform his or her duties, he or she may do so after having given prior written notification to his or her immediate superior. Barring uncontrollable circumstances or unless there is an agreement to the contrary, written notification shall be given 24 hours in advance. The Union shall also send as quickly as possible a copy of the notice to the personnel department of the Board. Every absence shall be deducted from the bank of days for union activities mentioned in clause 3-4.13 and shall be reimbursed according to the terms prescribed.

3-3.05

In his or her dealings with the Board or its representatives, the union delegate or, in his or her absence, the assistant union delegate may be accompanied by a union representative. However, barring uncontrollable circumstances, the Board must be informed at least 48 hours prior to the meeting whether the union delegate will be accompanied.

If the person who accompanies the union delegate is a professional in the same board as the latter, his or her absence shall be deducted from the bank of days for union activities mentioned in clause 3-4.13 and shall be reimbursed according to the terms prescribed.

3-4.00 LEAVES FOR UNION ACTIVITIES**Section 1 Leaves for negotiation purposes at the provincial level****3-4.01**

The parties at the provincial level agree on the principle of releasing on a full-time basis a certain number of professionals to be determined among themselves, without loss of salary and with or without reimbursement by the Union, to participate in the negotiations.

Section 2 Long-term leaves for union activities**3-4.02**

The Union or the FPPE shall obtain, upon a written request to this effect to the Board at least 30 days in advance, the full-time leave of a professional who is an elected member of the executive committee of the Union, of the FPPE or of the CSQ. The professional shall return to the service of the Board upon a written 30-day notice to the Board.

3-4.03

The Union or the FPPE shall obtain from the Board the full-time leave of absence of the professional to whom it intends to confer a nonelective office.

If the request is for one school year, it must be submitted to the Board before May 1 preceding that school year. Such a leave shall be renewed automatically for another school year upon notification by the Union or the FPPE to the Board before the preceding May 1.

If the request for a leave is for an uninterrupted period of less than 12 months, it must be submitted to the Board at least 30 days in advance. However, in this case, permission shall be granted only if the Board succeeds in engaging a substitute professional after having decided that such a replacement would be necessary and after having notified the Union or the FPPE to this effect within 10 days of the request. If the Board decides not to find a replacement or if the request is submitted at least 60 days in advance, the absence shall be authorized.

3-4.04

The Union or the FPPE may request in writing a part-time leave of absence of a professional to whom it intends to confer an elective or nonelective office. The leave shall require the authorization of the Board.

3-4.05

The professional on leave under this section shall continue to receive from the Board his or her salary and all the benefits and privileges he or she would receive if he or she were in service. The Union shall reimburse the Board for the salary, the vacation in proportion to the duration of the leave, the special allowances and employer contributions paid by the Board for the professional, including the sick-leave days prescribed in clause 5-10.40 within 90 days of the forwarding of a detailed statement to the Union. The reimbursement shall be owing and payable for the periods of absence having begun within 20 months prior to forwarding a detailed statement to the Union, it being understood that a renewal shall constitute the beginning of a period of absence within the meaning of this clause.

3-4.06

Upon his or her return, the professional on leave under this section shall resume the position he or she had at the time of his or her departure on leave or another position to which he or she is reassigned or transferred by the Board, the foregoing subject to the other provisions of the agreement.

Section 3 Leaves to participate in the FPPE or CSQ convention**3-4.07**

The professional who is an official delegate of the Union to the triennial FPPE or CSQ convention shall obtain permission to be absent without loss of salary or reimbursement when the convention is held, for a maximum of 4 1/2 working days every 3 school years for both conventions.

3-4.08

Every absence prescribed in this section shall be preceded by a written request which must be addressed to the professional's immediate superior and must contain the name of the professional for whom the absence is requested as well as the duration and location of the union activity concerned. The Union shall send a copy of the request to the personnel department as quickly as possible.

The competent authority shall agree to the absence if the request is made at least 72 hours prior to the absence. If it is not, the absence must be authorized by the competent authority.

3-4.09

If the Board replaces a professional who is absent under the terms of this section, the Union shall reimburse the Board for the salary paid for this purpose.

Section 4 Leaves for other union activities**3-4.10**

A member of the executive committee of the Union or of the FPPE may be absent without loss of salary to perform his or her duties.

A member of a body prescribed in the by-laws of the Union, of the FPPE or of the CSQ may, with the written consent of the Union, be absent without loss of salary to participate in the work of that body.

3-4.11

The Union shall inform the Board in due course of the list of the bodies prescribed in the by-laws of the Union, the FPPE or the CSQ and, where applicable, of any change to that list.

3-4.12

A union representative may, with the written consent of the Union, be absent without loss of salary to carry out a union mandate other than those prescribed in clause 3-4.10 or in the preceding sections.

The absences shall be granted by the Board up to the number of working days prescribed in clause 3-4.13, for all the professionals in a bargaining unit.

A1 3-4.13

The Union shall reimburse the Board, within 90 days of the forwarding of a detailed statement to the Union, for each day of absence prescribed in this section, 50% of the salary of the professional who is absent up to the number of days prescribed hereinafter:

- a) if the bargaining unit has fewer than 16 professionals: 17 days per school year;
- b) if the bargaining unit has 16 to 49 professionals: 34 days per school year;
- c) if the bargaining unit has 50 to 74 professionals: 42 days per school year;
- d) if the bargaining unit has 75¹ professionals or more: 50 days per school year.

When the number of days is reached, the Union shall reimburse the Board 100% of the salary of the professional who is absent.

The reimbursement prescribed in this section shall be owing and payable for any absence that occurred during the 12 months prior to forwarding a detailed statement to the Union.

For the purpose of applying this clause, the number of professionals in the bargaining unit shall be that indicated on the list prescribed in clause 3-7.01.

3-4.14

When the number of days prescribed in clause 3-4.13 is reached, a professional must obtain the consent of the Board to be absent in order to perform the union mandate under clause 3-4.12.

3-4.15

Any absence prescribed under this section shall be preceded by a written request containing the name of the professional for whom the absence is requested as well as the duration and location of the union activity concerned, addressed to the immediate superior of the professional concerned. The Union shall send a copy of the request to the personnel department without delay.

The competent authority shall agree to the absence if the request is made at least 72 hours prior to the absence. If it is not, the absence must be authorized by the competent authority.

Section 5 Leaves to participate in a joint committee**3-4.16**

A union representative appointed officially to a joint committee prescribed in the agreement may be absent from work without loss of salary or reimbursement by the Union in order to attend the meetings of the committee.

The immediate superior of each authorized representative must be informed in writing in advance by the professional concerned of the name of the committee concerned and of the anticipated duration of the meeting. In the case of a provincial committee, a 72-hour notice shall be required. The Union shall send a copy of the notice to the personnel department without delay.

Section 6 Leaves related to the grievance and arbitration procedure or to a hearing of an administrative tribunal**3-4.17**

2 authorized union representatives may be absent from their work without loss of salary or reimbursement by the Union if their presence is required to meet the authority designated by the Board in order to implement the procedure for settling grievances or applying the agreement.

¹ If the number of professionals exceeds 99, the parties agree to apply clause 9-7.03.

The immediate superior of each authorized representative must be informed in advance by the latter of the name of the authority designated by the Board with whom he or she is meeting.

3-4.18

If an arbitration hearing under Chapter 9-0.00 is held during working hours, the professional who is a witness or plaintiff at the hearing shall obtain permission to be absent without loss of salary or reimbursement by the Union for the period of time deemed necessary by the arbitrator.

The professional who is not released and whose presence is required to act as an adviser during an arbitration hearing shall obtain from the authority designated by the Board permission to be absent without loss of salary or reimbursement by the Union.

3-4.19

When a hearing of an administrative tribunal, other than an arbitration hearing, is held during the professional's work schedule and when the fact of being summoned to the hearing as a witness arises from his or her status as an employee, the professional who serves as a witness at the hearing shall obtain permission to be absent without loss of salary or reimbursement by the Union for the period of time deemed necessary by the tribunal.

Section 7 Group professional activities and union meetings

3-4.20

Within the professional's work schedule, certain periods may be devoted to group professional activities after agreement between the Board and the Union.

3-4.21

Every union meeting must be held outside regular working hours.

Section 8 General provisions

3-4.22

The professional on leave under this article shall maintain his or her title of professional as well as all the rights and privileges which he or she would have under the agreement if he or she were in service.

3-4.23

The work schedule of the professional on leave for union activities cannot be modified solely because of the fact that he or she is absent for union activities, unless there is an agreement between the Board and the Union.

3-5.00 USE OF BOARD PREMISES

3-5.01

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

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

3-5.02

The Union must take the necessary measures so that the room thus used is left tidy.

3-5.03

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

3-6.00 POSTING AND DISTRIBUTION**3-6.01**

The Union may post on the bulletin boards installed by the Board in prominent places in the buildings that it occupies any document of a professional or union nature bearing the name of the Union, the FPPE or the Centrale.

3-6.02

The Board shall recognize the Union's right to ensure the distribution of documents and notices of the same nature to each professional even on the working premises, but outside the time during which the professional is working.

3-6.03

As soon as the competent authority of the school receives any information, document or notice issued by the Union, he or she shall forward it to the union delegate or assistant union delegate immediately.

3-6.04

If the Board must post documents under the agreement, it shall post them in all the establishments in which there is a professional in its employ.

3-6.05

The Union may distribute any document to professionals by placing it in their office or mail box.

3-6.06

The Union may use, without charge, the internal mail service already established by the Board within its territory.

To this end, the Union shall respect the deadlines and procedures of such a service.

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

3-7.00 DOCUMENTATION**3-7.01**

The Board shall forward to the Union and to the union delegate, twice per school year, before October 31 and between April 1 and 30 the list of professionals indicating for each:

- a) his or her surname at birth and given name;
- b) date of birth;
- c) sex;
- d) address;
- e) social insurance number;
- f) telephone number;
- g) date of entry into service with the Board;
- h) date on which he or she began his or her services as a professional with the Board;
- i) placement;
- j) salary;

- k) status of engagement;
- l) the employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- m) his or her department;
- n) principal workplace and, where applicable, other workplaces;
- o) proportion of workweek in each workplace, where applicable;
- p) number of hours included in the workweek;
- q) the statement of sick-leave days to his or her credit on the preceding June 30;
- r) his or her pension plan.

3-7.02

Where applicable, the Board shall provide in writing, every 3 months, to the Union and union delegate the following information:

- a) the name of new professionals, their date of entry into service and the information prescribed in clause 3-7.01;
- b) the name of professionals who are leaving the Board and their date of departure;
- c) the changes in address and telephone number brought to the Boards attention.

3-7.03

The Board shall forward to the Union and union delegate the name of professionals to whom the Board has granted a leave without salary of over one month, a disability leave of over one month or a maternity leave, indicating the specified duration. It shall provide the information concerning any extension of leave.

The Board shall inform the Union and the union delegate in writing of any cut in salary or benefit related to the application of the collective agreement.

3-7.04

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

3-7.05

Within 30 days of their publication, the Board shall also forward to the Union and the union delegate a copy of the minutes of the meetings of the council of commissioners or of the executive committee of the Board.

A1 CHAPTER 4-0.00 CONSULTATION**4-1.00 GENERAL PROVISIONS****4-1.01**

Each time the Committee has to consult a professional, a group of professionals or the Union on a subject prescribed in the agreement, it proceeds as follows:

- a) it provides the relevant information to the other party in a timely fashion;
- b) it provides the other party with the opportunity to present its point of view.

The information may be transmitted in a convenient manner and at reasonable cost on a support available to all parties.

4-1.02

Beyond the obligations specifically required by the agreement in regards with the transmission of information or documents, the transmission of relevant information to the application of a specific clause is the responsibility of the party requesting its application.

4-2.00 LABOUR RELATIONS COMMITTEE**4-2.01**

Within 30 working days of the request of one of the local parties, they shall establish, for the duration of this agreement, an advisory Labour Relations Committee.

4-2.02

The Labour Relations Committee shall be composed of a maximum of 3 professionals chosen by and from among the members of the Union in the employ of the Board and of a maximum of 3 representatives of the Board. These appointments shall be on an annual basis and shall be confirmed in writing.

4-2.03

At the request of one of the local parties, the Labour Relations Committee must deal with any question concerning labour relations or a policy of the Board having a bearing on professional activities.

The Board must, before making a decision or taking action concerning one of the subjects mentioned hereinafter, consult the Labour Relations Committee. The Board must specify, in a notice, the subject or subjects that must be discussed at a meeting and also forward the information pertaining to the following subjects:

- a) a grievance;
- b) the arrival of trainees;
- c) the problems resulting from the exercise of a public office;
- d) the granting of leaves without salary;
- e) the reorganization of the work of professionals following a disruption or interruption of the operation of the Board;
- f) any issue concerning the exclusivity of services of a full-time regular professional during his or her regular workweek;
- g) a policy or directive of the Board affecting the working conditions of professionals;
- h) any other issue determined by an agreement between the Board and the Union.

4-2.04

Minutes must be drawn up after each meeting and shall be sent to the appropriate decision-making authority.

4-2.05

At a subsequent meeting of the Labour Relations Committee, the representatives of the Union may require from the representatives of the Board explanations about a decision of the Board on a question previously discussed by the Labour Relations Committee.

4-2.06

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

4-2.07

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

4-2.08

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

4-2.09

This article shall not prevent the Union or the professional from using the grievance procedure when the agreement grants the right.

4-2.10

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

4-2.11

At a meeting of the Labour Relations Committee, each party may call upon a resource person whose presence is necessary to discuss a subject on the agenda, provided that it advises the other party of the name of the resource person at least 2 working days in advance. If the person is a professional of the Board called upon by the union group to be absent from work, his or her absence shall be deducted from the bank of leaves for union activities mentioned in clause 3-4.13 and he or she shall be reimbursed according to the terms and conditions prescribed.

4-2.12

When a meeting of the Labour Relations Committee is held, the Board shall assume, at the Union's request at least 5 working days in advance and according to the policy in effect at the Board, half the transportation costs of the union representatives to attend the meeting, provided that the costs are incurred between the place of assignment of the union representative on the committee and the location where the meeting is held.

However, the Board shall reimburse half of the transportation costs for a maximum of 4 meetings of the Labour Relations Committee per school year. However, the Board shall reimburse 100% of the transportation costs of the union representatives when it consults the Labour Relations Committee under article 5-6.00.

4-3.00 CONSULTATION OF PROFESSIONALS**4-3.01**

The Board shall consult the professionals concerned by the development or the modification of a policy, a regulation or a directive from the Board on matters of an educational nature in particular as regards the advancement or grading of students or any other matter of educational nature agreed to in writing by the Labour Relations Committee. The Board shall set the terms of consultation and inform the Union beforehand.

CHAPTER 5-0.00 EMPLOYMENT SYSTEM AND FRINGE BENEFITS**PART I EMPLOYMENT SYSTEM****5-1.00 STATUS UPON ENGAGEMENT****5-1.01**

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

5-1.02

A regular professional is engaged in a manner other than temporary.

5-1.03

A substitute professional is engaged as such to replace a professional who is absent or on a leave.

5-1.04

A supernumerary professional is one who is engaged as such:

- a) in the case of a surfeit of work for a maximum period of 6 months, consecutive or not, or the equivalent per school year, unless there is an agreement between the local parties before the period expires;
- b) in the case of a project or activities of a temporary nature for a maximum period of 12 months.

When the Board decides to maintain the same project or activities of a temporary nature for an additional period not exceeding 12 months, the supernumerary professional who held the position prior to its renewal shall benefit from a priority of engagement to the same position as a regular professional if he or she has not received a negative evaluation.

A1 5-1.05

Notwithstanding the provisions of clause 5-1.04, in the case of a project to adapt programs of study to the specific needs of the Cree culture and language, a professional may be engaged for a period of over 12 months without, however, exceeding 36 months. Furthermore, the provisions prescribed in clause 2-1.04 do not apply to the professional hired pursuant to the provisions prescribed in Appendix K.

The Board shall consult the Union in order to determine the duration and terms and conditions of application in each case.

Where the Board decides to extend the period beyond 36 months, the professional who holds the position at the time of the extension shall continue to be assigned to that position and shall obtain the status of regular professional and tenure, subject to the following conditions:

- he or she has held the position for at least 2 years prior to the extension;
- he or she has not received a negative evaluation from the Board within the context of article 8-9.00.

In this case, the Board shall recognize the advantages and benefits that the professional concerned acquired with the Board.

5-2.00 REGULAR PROFESSIONAL POSITION TO BE FILLED**5-2.01**

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

5-2.02

When the Board decides to fill a vacant full-time regular professional position or a new full-time regular professional position, it shall proceed in the following manner:

- a) it shall offer the position to a beneficiary under the James Bay Agreement who is qualified and who meets the requirements of the position to be filled;
- b) failing to fill the position under subparagraph a), it shall offer the position to a nonbeneficiary who is qualified and who meets the requirements of the position to be filled.

5-2.03

To fill a position under clause 5-2.02, the Board shall proceed according to the following order, which shall apply first to subparagraph a) then to subparagraph b) of clause 5-2.02:

- a) it shall assign one of its professionals on availability;

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

- b) it shall offer the position to the professional who benefits from a right to return under clause 5-6.15;
- c) it may assign a person already in its employ who has acquired tenure;
- d) it shall offer the position to a professional who has accumulated, over the last 36 months, the equivalent of 18 months of service with the Board as a professional;
- e) it shall offer the position to a candidate of its choice.

5-2.04

If the Board has not filled the position under clauses 5-2.02 and 5-2.03, it may submit a request indicating all relevant information to the Regional Placement Bureau serving its territory.

5-2.05

When the Board posts an offer of employment under this article, such an offer of employment must contain, among others, a summary description of the position, the status of engagement and the qualifications and requirements of the position.

5-3.00 ENGAGEMENT**Section 1 General provisions****5-3.01**

The engagement of a regular professional shall be for a period which expires on June 30 of each year, subject to the other provisions of the agreement.

Once the engagement of the regular professional terminates, it shall be renewed for another year (July 1 to June 30), subject to the other provisions of the agreement.

5-3.02

However, a regular professional shall undergo a probation and adaptation period for up to 12 months as of the date of his or her entry into service at the Board. During that period, the Board may decide to terminate the engagement of the professional by means of a written notice of at most 14 days prior to the end of his or her employment with the Board; the notice must contain the reason or reasons for the decision to terminate the engagement.

The probation and adaptation period shall be reduced to 6 months in the case of a professional who held a position of supernumerary professional with the Board for a minimum of one year immediately preceding his or her assignment to a regular professional position.

Any absence on the part of the professional shall interrupt the probation and adaptation period and shall extend the latter for a period equal to the absence.

For the purposes of applying this clause, the Board shall provide a professional with a written performance evaluation prior to the end of the first 6 months of his or her probation and adaptation period. Failing that, any decision to terminate the employment of a professional after the first 6 months in service must be preceded by at least 2 evaluations submitted to the professional at a minimum 45-day interval.

Notwithstanding the preceding paragraphs, the probation and adaptation period of a regular professional may be less than that prescribed therein, if the professional receives a positive evaluation and his or her immediate superior recommends him or her to the Board.

The Union or the professional cannot lodge a grievance against the Board under this clause, except in the case where he or she maintains that the procedure prescribed in this regard was not followed, excluding any reason or sufficient reason underlying the decision to terminate the engagement.

5-3.03

Notwithstanding the provisions of clause 5-3.02, the regular professional engaged in the context of priority of employment and security of employment measures shall not undergo a probation and adaptation period.

5-3.04

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

5-3.05

The engagement of every professional shall be made by written contract, before the entry into service, on the form provided in Appendix A. A copy of the contract in full shall be forwarded to the Union, the union delegate and the professional within 5 days after it is signed.

5-3.06

Within 5 days of the signing of the contract prescribed in clause 5-3.05 or of the date of the entry into service if the latter is prior to the date on which the contract is signed, the Board shall inform the professional in writing, as well as the Union and the union delegate, of the following subjects and, subsequently, of any change which occurs in the subjects listed below:

- a) the employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- b) the department to which he or she belongs;
- c) a nonexhaustive list of his or her duties;
- d) his or her place of work;
- e) the name of his or her immediate superior;
- f) his or her placement;

- g) an indication of whether he or she performs his or her duties during the day, evening, or day and evening.

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

5-3.07

Upon his or her engagement, the professional to whom the Board offers a position shall receive a copy of the agreement from the latter in French, English or Cree (or a résumé in Cree, as the case may be) as requested by the professional, provided that the agreement be available in the language requested.

5-3.08

A professional must produce an attestation of his or her training (qualifications) and experience and any other document required by the Board at the time of his or her engagement. Failure to produce the attestations within 30 days of the signing of his or her contract of engagement shall constitute cause for the Board to cancel his or her engagement, unless he or she is unable to do so due to circumstances beyond his or her control.

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

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

Section 2 Priority of engagement to fill a professional supernumerary position or to replace a professional

5-3.09

When the Board decides to fill a professional supernumerary position or to replace a professional on leave or who is absent under this agreement, it shall offer the position or the available hours to another professional already in its employ provided that the other professional is in the same employment group or, where applicable, same sector of activity. The hours thus offered must be compatible, while meeting the needs, with the working hours of the professional who replaces or fills the position, must not have the effect of exceeding the number of hours prescribed in article 8-1.00 and cannot constitute active service for the purposes of acquiring tenure under clause 5-6.02.

When 2 professionals satisfy the requirements of the position, the Board shall offer the position to the professional who has completed the most working hours at the Board as a professional.

5-3.10

Failing to fill the supernumerary professional position or to carry out the replacement under the preceding clause and where the position to be filled or the replacement is for a period of more than 6 months, the Board shall offer the position to a supernumerary or replacement professional who was laid off or not reengaged during the 2 years preceding the date of the job opening if he or she meets the requirements of the position.

Where 2 or more professionals meet the requirements of the position, the Board shall offer the position to the professional who has completed the most working hours with the Board as a professional.

5-3.11

Notwithstanding clauses 5-3.09 and 5-3.10, the professional shall benefit from a priority of engagement as a replacement or a supernumerary professional hired under clause 5-1.03 and subparagraph a) of clause 5-1.04, if the same position is renewed by the Board or if the Board decides to again replace the absent professional in the same school year or in the school year immediately following the end of his or her engagement.

The priority prescribed in this clause is exercised subject to the right of the Board to use a professional on availability under clause 5-6.27.

5-3.12

The professional shall benefit from clauses 5-3.09 and 5-3.11 unless he or she received a negative evaluation before the expiry of his or her first contract with the Board as a substitute or supernumerary professional.

5-4.00 ASSIGNMENTS

Section 1 Assignment, reassignment and transfer

5-4.01

The professional in the employ of the Board on the date of the coming into force of the agreement shall maintain his or her assignment, subject to the provisions of this article.

5-4.02

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

Moreover, the assignment ensuing from a transfer must comply with the rules prescribed hereinafter.

5-4.03

The Board may reassign a professional after having consulted him or her. The professional concerned shall be advised in writing at least one week in advance.

5-4.04

A professional may request a reassignment or transfer for a valid reason. The Board shall give its response in writing.

5-4.05

The professional concerned who, following a reassignment or transfer, believes that the Board has abused its authority, particularly with respect to the criteria prescribed in clause 5-4.02 may, in this case, submit a grievance under Chapter 9-0.00.

5-4.06

The Board may transfer a professional after having consulted him or her. The professional concerned shall be advised in writing at least 30 days in advance. The notice shall indicate his or her placement and salary in the new employment group.

5-4.07

Nothing in this article can have the effect of authorizing a professional not to comply with the Board's decision.

However, a professional may refuse a transfer if the maximum of the salary scale of the employment group to which he or she would be transferred is less than that of his or her current salary scale or if his or her salary as of July 1 would be less than the salary he or she would receive on that same July 1 if he or she were not transferred.

5-4.08

The Board cannot lend the services of a professional to another employer without first having obtained the consent of the professional concerned.

5-4.09

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

A professional may refuse a transfer if he or she does not have the minimum required qualifications in the Classification Plan for the employment group.

5-4.10

The transferred professional shall be remunerated in accordance with the provisions prescribed to that effect in article 6-6.00.

5-4.11

If the Board intends to introduce changes of an organizational nature which could result in reassignments or transfers, the group of professionals affected shall be consulted beforehand. The consultation shall deal with the content of the new positions, the reassignments and transfers involved and the terms and conditions of the reassignment or transfer.

If the changes result in reassignments or transfers involving a move under article 2 of Appendix B, the Board shall consult the Union at least 4 months in advance.

5-4.12

A professional reassigned or transferred under this article shall be entitled to the moving expenses paid by the Board as outlined in article 1, the second paragraph of article 2, articles 6 to 12 and article 14 of Appendix B, under the conditions stipulated therein, and, where applicable, the application of the provisions of clauses 10-3.01 to 10-3.03.

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

- a) a maximum of 3 working days without loss of salary for the sale of his or her residence which constitutes his or her domicile;
- b) a maximum of 3 working days without loss of salary to look for a dwelling unless it is provided by the Board; the 3-day maximum shall not include the duration of the return trip;
- c) a maximum of 3 working days without loss of salary to cover moving and settling in; the leave prescribed in subparagraph f) of clause 7-4.01 shall be included in the leave prescribed in this clause.

5-4.13

The Board shall inform the professional in writing of any change which occurs in one of the following subjects:

- a) the employment group to which he or she belongs and, where applicable, the sector of activities of his or her employment group;
- b) the department to which he or she belongs;
- c) the non-exhaustive list of his or her duties;
- d) his or her place of work;
- e) the name of his or her immediate superior;

- f) his or her placement;
- g) the indication of whether he or she performs his or her duties during the day, evening, or day and evening.

A copy of the notice shall also be sent to the union delegate.

5-4.14

The tenured professional who is reassigned or transferred to a locality situated more than 50 kilometres from his or her usual and regular place of work must be notified to this effect by the Board before June 1 of the school year preceding that to which the reassignment or transfer applies. The notice shall indicate the effective date of the professional's reassignment or transfer, which date cannot be earlier than August 1 following the notice, the locality to which he or she is thus reassigned or transferred and, in the case of a transfer, it shall also indicate his or her placement and salary in the new employment group.

The professional reassigned or transferred to another locality under the preceding paragraph is the professional who has the least seniority in his or her employment group or, where applicable, in his or her sector of activity in his or her original place of assignment.

The professional thus reassigned or transferred shall benefit, within 12 months of the reassignment, from a right to return if his or her position or another position in the same employment group is available in his or her original place of assignment.

When the Board intends to reassign or transfer a professional to another locality, it must first proceed with the consultations prescribed in clause 5-4.03, 5-4.06 or 5-4.11. The decision of the Board must be based on the reasons prescribed in clause 5-4.02.

The professional reassigned or transferred under the preceding paragraphs may refuse the reassignment or transfer and thus terminate his or her employment by sending a written notice to the Board to this effect before July 1 following the date of the notice prescribed in the first paragraph of this clause. The professional shall then receive severance pay equal to 6 months' salary. For the purpose of calculating the severance pay, the salary shall be that the professional received on the last workday preceding his or her departure from the Board. Unless there is a written agreement to the contrary with the Board, the date on which the professional terminates his or her employment cannot be deferred later than the effective date of his or her reassignment or transfer as indicated in the notice that the Board sent him or her under the preceding paragraph.

Section 2 Temporary assignment to a senior staff position

5-4.15

The professional who has accepted to be assigned on a temporary basis to a senior staff position shall receive, during the time he or she holds the position, the salary he or she would have received as the incumbent of the position.

5-4.16

The professional shall be reinstated in his or her position upon the request of the Board or at his or her own request no later than 15 days after having received or made the request in writing.

5-4.17

Subject to clauses 5-4.15 and 5-4.16, a professional assigned temporarily to a senior staff position shall continue to pay his or her union dues and to benefit from the provisions of the agreement, with the exception of benefits related to overtime.

Except in the case of a replacement of a senior staff member who is temporarily absent, a temporary assignment to a senior staff position cannot exceed 12 months, unless there is an agreement with the Union.

5-5.00 NONREENGAGEMENT, RESIGNATION AND BREACH OF CONTRACT**Section 1 Nonreengagement****5-5.01**

Once the Board has decided, by a resolution adopted at a regularly held meeting of the council of commissioners or the executive committee of the Board, not to engage a full-time regular professional for the following year (July 1 to June 30), it must, before June 1 preceding that year, inform him or her by letter sent by registered or certified mail, delivered by hand or served by bailiff of its intention to this effect. The written notice must contain the reason(s) for the Board's decision, but no action may be taken as a result of the reasons thus given in good faith.

5-5.02

If the reason that the Board intends to invoke to support the nonreengagement is the surplus of personnel, the Board shall consult the Labour Relations Committee no later than May 15. The consultation shall not be subject to the provisions of the regular procedure prescribed in article 4-1.00, unless it involves clause 4-1.12.

5-5.03

The regular professional may, if he or she believes that the procedure prescribed in the agreement has not been followed for the nonreengagement, submit a grievance according to the arbitration procedure prescribed in the agreement.

Moreover, the professional may contest the validity of the reason or reasons given for the nonreengagement. However, the professional may only do so if he or she has completed 2 periods of service of 8 months or more, or 3 periods of 8 months if there has been a change of employer, each of which is included in a separate year of engagement over a continuous 5-year period on behalf of school boards, a school administered by a government ministry or another teaching institution designated by the Ministère.

5-5.04

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

5-5.05

A professional who has not acquired his or her tenure under subparagraph a) of clause 5-6.02 may be nonreengaged by the Board under clause 5-5.01 if his or her nonreengagement allows the assignment or relocation of a professional on availability at the Board or referred by the Regional Placement Bureau. The professional so assigned or relocated must meet the requirements of the position.

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

Section 2 Resignation**5-5.06**

The professional shall be bound by his or her contract of engagement under article 5-3.00 and may only be released from his or her engagement before its termination as prescribed under the agreement.

5-5.07

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

5-5.08

The professional may resign without giving the notice prescribed in clause 5-5.07, but he or she must give a written notice to the Board, as soon as possible, for one of the following reasons:

- a) any change in the spouse's place of residence which obliges him or her to change locality and which is situated at more than 65 kilometres;
- b) pregnancy;
- c) following the death of the spouse;
- d) other circumstances not prescribed in this section that are totally beyond the control of the professional and that require him or her to resign;
- e) obtaining another position in the public or parapublic sector;
- f) any other reason deemed valid by the Board.

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

Section 3 Breach of contract**5-5.09**

Any one of the following cases shall constitute a breach of contract:

- a) a professional who exercises an exclusive type of profession and whose permit to practise is withdrawn or who is expelled under the *Professional Code* (R.S.Q., c. C-26);
- b) a professional who fails to report for work without a valid reason within the 10 working days following the date on which he or she should have reported for work;
- c) a professional who, benefiting from a leave terminating at the end of the school year, does not inform the Board of his or her return to service within the time limits agreed to between the Board and the professional concerned.

5-5.10

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

5-5.11

The termination of engagement for any one of the reasons prescribed in clause 5-5.09 shall not constitute a disciplinary measure as defined in article 5-9.00.

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

For the purpose of this article:

- a) all the professionals whose principal language of work is English shall be deemed as belonging to the English sector, the other professionals shall be deemed as belonging to the French sector. Section 3 of this article and this clause shall apply to each of these sectors thus defined as if each one constituted a school board in itself. However, the Board and the Union may agree in writing that this subparagraph shall not apply;
- b) the professional on a leave with or without salary shall be deemed as belonging to the employment group and sector of activities, where applicable, in which he or she was classified before his or her leave;
- c) the professional who carries out the duties dealing with more than one employment group shall be deemed as classified in the employment group in which he or she carries out duties during the major portion of his or her time;
- d) where a board offers the professional a position, it must inform him or her by letter sent by registered or certified mail, delivered by hand or served by bailiff. The date on the post office receipt for the letter shall constitute prima facie proof for calculating the time limits;
- e) the Board shall forward to the Union before June 15 the list of professionals nonreengaged or placed on availability;
- f) the professional on availability at the time of the coming into force of the agreement shall benefit from the provisions of this article which concern the professional on availability.

Section 2 Tenure**5-6.02**

For the purpose of this article:

- a) the tenured professional is a full-time regular professional who has completed at least 2 full years of continuous service with the Board as a full-time regular professional or as a full-time regular employee in another position at the Board since the date on which he or she last entered the service of the Board.

However, for the full-time regular professional in service on July 1, 1987 whose regular workweek includes a number of hours equal to or greater than 75% but less than 100% of the regular workweek, continuous service with the Board as a regular professional in a position in which the regular workweek included a number of hours equal to or greater than 75% of the regular workweek shall be calculated for the purpose of acquiring tenure;
- b) the leave for union activities, the parental leave, the disability leave covered by the salary insurance plan, the disability leave due to a work accident or an occupational disease, the leave for educational purposes as well as any other leave for which the agreement provides the payment of salary shall constitute service for the purpose of acquiring tenure;
- c) the nonreengagement because of surplus followed by a reengagement by the Board during the following school year shall proportionally delay the acquisition of tenure during the period his or her service is interrupted;
- d) insofar as there is no break in his or her employment ties, the acquisition of tenure for a professional shall be delayed proportionally in the case of an interruption of his or her service for reasons other than those prescribed in subparagraph b) of this clause.

Section 3 Reduction of personnel

5-6.03

If the Board intends to reduce its regular professional personnel, it shall consult the Labour Relations Committee no later than May 15 preceding the reduction of personnel.

The Board shall be deemed to have consulted the Labour Relations Committee to this effect if none of the representatives of the professionals on the Labour Relations Committee attend the committee meeting, except if the representatives of the professionals are absent due to reasons beyond their control and for which the burden of proof lies with the Union.

5-6.04

The Board may reduce the number of regular professionals in its employ due to a decrease in the number of students, a substantial change in the services to be rendered or the termination of a special project according to the priorities established by the Board within the framework of its staffing plan submitted to the Labour Relations Committee for consultation within the time limit prescribed in clause 5-6.03. The consultation of the Labour Relations Committee shall not be subject to the provisions of the regular procedure prescribed in article 4-1.00, unless it involves clause 4-1.12.

5-6.05

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

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

For the purpose of applying this clause, when 2 or more professionals have equal seniority, the professional who has the least years of experience shall be considered as having the least seniority.

Section 4 Rights and obligations of the professional within the framework of priority of employment

5-6.06

The non-tenured professional who has one year but less than 2 years of continuous service as a full-time regular professional with the Board shall benefit from the following:

- a) he or she must be informed by letter sent by registered or certified mail, delivered by hand or served by bailiff of his or her nonreengagement due to surplus before June 1;
- b) the Board must forward without delay to the Regional Placement Bureau his or her name and any pertinent information about him or her;
- c) his or her name shall remain entered on the lists of the regional placement bureaus for a period not exceeding 2 years from the end of his or her engagement and, during that period, he or she shall benefit from priority of employment;
- d) if he or she is offered a full-time position by a school board, he or she must accept it within 10 days of such a written offer; the fact that the Board attempts, without success, on 2 occasions to contact the professional by letter sent by registered or certified mail, delivered by hand or served by bailiff to offer him or her a position shall constitute failure to accept;

- e) as of the date of refusal or failure to accept within the time allotted the position offered or failure to appear for an interview to which a school board convenes him or her by letter sent by registered or certified mail, delivered by hand or served by bailiff, the name of the professional shall be removed from the lists of the Regional Placement Bureau; the removal of his or her name shall entail the cancellation of all the rights which he or she could have under the agreement.

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

General provisions

5-6.07

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

- a) he or she shall be informed by letter sent by registered or certified mail, delivered by hand or served by bailiff before the preceding June 1 of his or her placement on availability which shall begin on July 1;
- b) the Board must forward to the Regional Placement Bureau without delay his or her name as well as pertinent information concerning him or her.

5-6.08

As of the beginning of his or her placement on availability, the professional on availability who is offered a full-time position must accept it within 10 days after he or she receives the written offer¹.

5-6.09

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

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

The Board or another employer in the education sector which engages the professional may use him or her for duties compatible with his or her qualifications and experience for the difference in the number of hours between his or her new position and the position he or she held before his or her placement on availability.

5-6.10

Refusal or failure to accept the offer of engagement within the time allotted shall constitute the resignation of the professional on availability and shall cause him or her to lose all the rights and privileges accorded to him or her by the agreement and shall automatically entail the removal of the professional's name from the lists of the Regional Placement Bureau. Moreover, in these cases, he or she shall not be entitled to the severance pay prescribed in clause 5-4.14 except if the position is situated at more than 50 kilometres from his or her principal place of work at the time of his or her placement on availability.

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

5-6.11

Except for the period from July 1 to August 15, the fact that a school board or another employer in the education sector attempts, without success, on 2 occasions to contact the professional by letter sent by registered or certified mail, delivered by hand or served by bailiff in order to offer him or her a position shall constitute failure to accept.

5-6.12

Except for the period from July 1 to August 15, the professional on availability must appear for an interview with a school board or another employer in the education sector when the Regional Placement Bureau so requests by letter sent by registered or certified mail, delivered by hand or served by bailiff. In this case, he or she shall be entitled to the reimbursement of his or her travel and accommodation expenses, where applicable, according to the norms in force at his or her board.

To this end, the professional shall obtain an authorization to be absent without loss of salary upon presentation to the Board of the request for the interview.

5-6.13

The professional who is at fault under clause 5-6.11 or 5-6.12 shall be considered as having resigned from his or her Board. Moreover, in these cases, he or she shall not be entitled to the severance pay prescribed in clause 5-4.14.

5-6.14

If the professional accepts a full-time position offered under this section, he or she shall then be considered as having resigned from the Board where he or she is on availability as of his or her engagement in another school board or with another employer in the education sector. Moreover, in this case, he or she shall not be entitled to the severance pay prescribed in clause 5-4.14.

5-6.15

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

5-6.16

The Board or another employer in the education sector which engages a professional on availability under this section shall recognize for him or her:

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

5-6.17

The professional on availability who was relocated to another school board or another employer in the education sector under clause 5-6.08 shall be assigned to a position in the employment group in which he or she was classified if he or she meets the requirements of the position to be filled or in another employment group for which he or she has the minimum required qualifications mentioned in the Classification Plan, in the same sector, within the meaning of subparagraph a) of clause 5-6.01 as that in which he or she worked in the board where he or she was on availability.

Special provisions applicable to the professional who is not a beneficiary under the James Bay Agreement**5-6.18**

The professional who is not a beneficiary under the James Bay 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:

- a) The Board, the Ministère and the Centrale shall set up a committee to study the case of a professional or professionals affected by this clause. The Board, the Ministère and the Centrale shall each appoint a representative to the committee. The Board and the Ministère shall each have the right of veto on the committee.
- b) The committee shall ask the professional concerned to which territory or territories served by the regional offices he or she would like to be relocated.
- c) The committee shall relocate the professional concerned to one of the territories served by the regional offices chosen by the professional under subparagraph b), unless the representative of the Ministère on the committee decides that the relocation of a professional in a full-time position in another school board in the territory served by one of the regional offices will be difficult. In this case, the committee shall decide to which territory served by one of the regional offices the professional shall be relocated.
- d) For the purpose of such a move, the professional shall benefit from the provisions of clauses 10-3.01 to 10-3.03 and, where applicable, from Appendix B.
- e) Clauses 5-6.08 to 5-6.17 and clause 5-6.27 shall apply to the professional thus relocated whose employment ties with the Board are maintained.
- f) As long as he or she has not been relocated, the professional concerned may choose to resign from the Board; in this case, he or she shall be entitled to severance pay prescribed in clause 5-4.14.

Special provisions applicable to the professional who is a beneficiary under the James Bay Agreement**5-6.19**

The professional who is a beneficiary under the James Bay Agreement and who is placed on availability under this article shall benefit from the provisions of clauses 5-6.08 to 5-6.17 and clause 5-6.27.

5-6.20

Notwithstanding the provisions of clause 5-6.19, the professional who is a beneficiary under the James Bay 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 shall 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 professional concerned shall benefit from the provisions of clauses 5-6.21 to 5-6.26 as of September 30 following his or her placement on availability, if he or she is still on availability as of that date.

5-6.21

The Board, the Ministère and the Centrale shall set up a committee to study the case of the professional or professionals referred to in clause 5-6.20. The Board, the Ministère and the Centrale shall each appoint a representative to the committee. The Board and the Ministère shall each have a right of veto on the committee.

The committee shall apply to the professional concerned, after having consulted him or her, one of the following options:

- a) a retraining program of a maximum duration of one year to allow the professional concerned to fill a preidentified full-time position in the Board in his or her locality insofar as such a position may be made available;
- b) a retraining program of a maximum duration of one year to allow the professional concerned to fill a preidentified full-time position with another employer in his or her locality insofar as such a position may be made available;
- c) severance pay under clause 5-4.14;
- d) any other solution or program agreed to by all the members of the committee, including the representative of the union group.

5-6.22

In the case of subparagraph a) or b) of clause 5-6.21, the professional shall remain on availability for the duration of the program, shall be required to follow the program and cannot receive severance pay.

5-6.23

Unless the committee decides otherwise, the professional who has not successfully completed the program prescribed in either subparagraph a) or b) of clause 5-6.21 shall be deemed to have resigned from the Board; in this case, he or she shall lose all the benefits of the agreement, including the right to severance pay.

5-6.24

The professional who has successfully completed the program prescribed in either subparagraph a) or b) of clause 5-6.21 must accept the preidentified full-time position with the Board or with another employer, as the case may be, if the position is available.

If the preidentified position is not available, the committee shall meet in order to discuss the professional's case and to find a solution.

5-6.25

The amounts used for the purpose of a retraining program shall not be deducted from the amounts allocated under article 7-10.00, unless all the members of the committee agree.

5-6.26

In the case of subparagraph d) of clause 5-6.21 or the second paragraph of clause 5-6.24, the committee shall establish the terms and conditions applicable to the professional.

5-6.27 Utilization of the professional on availability

For as long as the professional on availability is not assigned to a full-time position in his or her board or is not relocated to another school board or another employer in the education sector, he or she shall be required to carry out the duties compatible with his or her qualifications or experience assigned to him or her. In this case, the professional on availability may be assigned, as a priority, duties of a temporarily vacant position at the Board or at another school board.

With the consent of the professional on availability, the Board may lend his or her services to another employer. The consent of the professional referred to in clause 5-6.18 shall not be required if he or she is on a loan of service in another school board situated at 50 kilometres or less from the locality to which he or she is relocated.

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

Section 6 Moving expenses**5-6.28**

Unless he or she can benefit from the federal mobility assistance program to look for employment, the professional engaged by another school board or an employer in the education sector under this article shall be reimbursed by the school board or the employer which engages him or her for the moving expenses prescribed in Appendix B under the conditions prescribed therein if his or her employment entails his or her moving according that appendix.

The professional shall also receive from the Board or another employer in the education sector that engages him or her:

- a) a maximum of 3 working days without loss of salary for the sale of his or her residence which constitutes his or her domicile;
- b) a maximum of 3 working days without loss of salary to look for lodging; the 3-day maximum shall not include the duration of the return trip;
- c) a maximum of 3 working days without loss of salary to cover moving and settling in.

Section 7 Job contract (contracting out)**5-6.29**

Every contract between the Board and a third party cannot have the effect of reducing the number of full-time regular professional positions in the employment group concerned at the Board or causing the placement on availability or the nonreengagement because of surplus, within the meaning of this article, of a full-time regular professional in the employment group concerned.

Section 8 Placement bureaus**5-6.30 Regional Placement Bureau**

All the school boards in the territory served by one of the regional offices of the Ministère shall set up a Regional Placement Bureau. The Ministère shall be a full participant in the activities of the Bureau.

5-6.31 Provincial Placement Bureau

The Fédération des commissions scolaires du Québec and the Ministère agree to set up a Provincial Placement Bureau for professionals. The Bureau shall send, on a monthly basis, to the Centrale a list of positions to be filled by means of engagement in the school boards as well as a list of professionals on availability or nonreengaged because of surplus and entered on the lists of the regional bureaus.

Section 9 Replacement**A1 5-6.32**

- A) Notwithstanding the provisions of the present chapter, the Board may engage or assign, in the context of subparagraph a) of clause 5-6.21, a professional who is a beneficiary under the James Bay Agreement and who is qualified to fill the position held by a professional who is not a beneficiary under the James Bay Agreement.

The professional replaced under the preceding paragraph shall be the one who has the least seniority from among the professionals who are not beneficiaries under the James Bay Agreement in the employment group or, where applicable, in a sector of activities of the employment group in the locality where the replacement is carried out. The professional shall benefit from the following provisions:

- 1) The Board shall assign the professional to a vacant position in the same employment group in his or her locality or, as the case may be, to a vacant position in another employment group in the same locality if he or she meets the requirements of the position.
- 2) The Board shall assign the professional to a vacant position in the same employment group or, where applicable, a vacant position in another employment group in another locality if he or she meets the requirements of the position.
- 3) If need be, the Board shall offer to the professional to displace the professional who is a nonbeneficiary under the James Bay Agreement with the least seniority at the Board to a regular full-time position in his or her employment group or, where applicable, in a sector of activity of that employment group. The professional displaced under the present subparagraph shall benefit from the provisions of the present clause.

Moreover, the Board may agree to relocate the spouse of the reassigned professional in agreement with subparagraphs 2) or 3) when the spouse is also employed by the Board.

The tenured professional who has not been assigned under subparagraphs 1) to 3) shall be placed on availability.

The professional who is placed on availability or who has accepted the reassignment prescribed in the preceding subparagraphs 2) and 3) shall benefit from a right to return to his or her position or another position that becomes available in his or her original place of assignment in the 12 months that follow his or her placement on availability or reassignment.

- B) For the purposes of this clause, the Board must inform, before June 1, the professional whom it intends to nonreengage or place on availability as of the following July 1 by letter sent by registered or certified mail, delivered by hand or served by bailiff.
- C) The professional nonreengaged under this clause shall receive the severance pay prescribed in paragraph E) and his or her name shall be entered on the lists of the regional placement bureaus until the earlier of the following dates:
 - 1) the date on which he or she accepts or refuses a position of full-time professional that is offered to him or her by a school board or another employer in the education sector;
 - 2) July 1 which follows by 3 years the July 1 of the school year of his or her nonreengagement.
- D) The professional placed on availability under this clause shall benefit from the provisions of clauses 5-6.08 to 5-6.18 and clause 5-6.27.
- E) The tenured professional who refuses the assignment under paragraph A) or who is placed on availability under this clause may resign and receive severance pay corresponding to one month of salary per year of service completed at the Board up to a maximum of 12 months.
- F) The provisions of this clause cannot apply to the employment group during the school year where the Board has needs in terms of full-time professional positions to fill.

Section 10 Support measures for the relocation of professionals nonbeneficiaries under the James Bay Agreement**5-6.33**

The regular professional who has accumulated 5 years of service since the date on which he or she entered the service of the Board may, upon request, avail himself or herself of the following provisions:

- a) his or her name shall be entered at the Placement Bureau of the regional office to which he or she chose to be relocated. The employer in the education sector who engages a professional under this section shall apply the provisions of clause 5-6.16 and, in this case, the professional shall be deemed to have resigned from the Board;
- b) he or she shall benefit, upon request, from a one-year extension of the leave without salary prescribed in clause 7-3.02. Beyond the time limit, the Board and the professional may agree to extend the leave.

5-7.00 MEASURES TO REDUCE THE NUMBER OF PLACEMENTS ON AVAILABILITY**5-7.01 Preretirement**

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

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

5-7.02 Severance pay

- A) The Board shall grant severance pay in the following situations:
 - when a tenured professional resigns, if his or her resignation permits the assignment of a professional on availability to a full-time position;
 - when a professional on availability resigns, provided that he or she is not at fault under clause 5-6.10, 5-6.11 or 5-6.12.
- B) Severance pay shall be calculated in the following manner:
 - one month of salary per year of service completed with the Board up to a maximum of 6 months' salary;

- for the purpose of calculating severance pay, the salary shall be the salary the professional received on the last workday preceding his or her departure from the Board.
- C) Acceptance of severance pay shall entail, for the professional concerned, the loss of his or her tenure and the cancellation of all the rights and privileges prescribed in the agreement.
- D) Severance pay shall be granted provided that the professional does not hold a position with an employer in the public or parapublic sector for a period of one year as of the payment of severance pay. If the professional occupies such a position or if he or she retires during that period, the Board can be reimbursed the amount paid as severance pay.

5-7.03 Transfer of tenure

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

5-7.04 Voluntary relocation premium

The professional on availability who, following a request to the Regional Placement Bureau, is relocated to the territory of regional office 1, 8 or 9 shall be entitled to a premium equal to 4 months' salary if the relocation is carried out outside the 50-kilometre radius from his or her last place of work and outside the 50-kilometre radius from his or her domicile. If the professional is relocated to the territory of another regional office, he or she shall be entitled to a premium equal to 2 months' salary if the relocation is carried out outside the 50-kilometre radius from his or her last place of work and outside the 50-kilometre radius from his or her domicile.

The relocation premium shall be equal to 2 months' salary in all cases where the relocation under this clause is carried out within the territory of the same regional office.

The tenured professional may also be entitled to the relocation premium under this clause, if his or her relocation permits the cancellation of a placement on availability.

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

5-8.00 PROFESSIONAL'S FILE

5-8.01

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

5-8.02

If the Board intends to insert a written warning or a written reprimand in the file, it must send a copy thereof to the professional and to the Union by letter sent by registered or certified mail, delivered by hand or served by bailiff.

5-8.03

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

5-8.04

Any written warning which has not been followed by a written reprimand within 12 months shall be withdrawn from the file.

A written reprimand which the Board has not had occasion to renew as a result of a recurrence committed within 18 months of its insertion shall be withdrawn from the file.

5-8.05

A written warning or written reprimand withdrawn from the file under this article cannot be subsequently invoked against the professional, and neither can the facts which gave rise to the written warning or written reprimand.

5-8.06

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

5-8.07

The professional may, upon request, examine his or her file and may have any document not inserted under this article withdrawn.

Moreover, upon the professional's written authorization on the form provided in Appendix F, the union delegate may consult the professional's file after having made an appointment. The authorization shall be valid only for a period of 45 days beginning on the date on which it was signed.

5-9.00 DISCIPLINARY MEASURES**5-9.01**

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

5-9.02

The Board may, by means of a written notice sent to the professional by registered or certified mail, delivered by hand or served by bailiff impose a disciplinary measure; the notice must state the reasons for the decision. A copy of the notice must also be forwarded to the Union by registered or certified mail, delivered by hand or served by bailiff.

A disciplinary measure is either a suspension or a dismissal.

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

5-9.03

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

5-9.04

If the Board intends to dismiss a professional, it shall give him or her at least 72 hours' notice of the date, place and time of the meeting of the council of commissioners or the executive committee where his or her dismissal shall be discussed.

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

5-9.05

A grievance contesting a disciplinary measure must be submitted directly to arbitration by the professional, the Union or both within 60 days after the professional receives the notice prescribed in clause 5-9.02. A copy of the grievance must also be forwarded to the Board.

PART II FRINGE BENEFITS**5-10.00 LIFE, HEALTH AND SALARY INSURANCE PLANS****Section 1 General provisions****5-10.01**

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

- a) The professional employed on a basis of 75% or more of the regular workweek prescribed in article 8-1.00.

The Board shall pay its full contribution for the professional.

- b) The professional employed on a basis of less than 75% of the number of hours in the regular workweek prescribed in article 8-1.00.

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

Subject to clause 5-10.12, the participation of an eligible professional shall begin as of the coming into force of the plan if he or she is in the service of the Board on that date; if not, as of his or her entry into service.

5-10.02

For the purpose of this article, the word "dependent" means the professional's spouse or dependent child defined as follows:

dependent child: a child of a professional, of his or her spouse or of both, or a child living with the professional for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who is relying on the professional for his or her financial support and is under 18 years of age; every such child 25 years of age or younger who is a duly registered student attending, on a full-time basis, a recognized institution of learning as well as a child of any age who has become totally disabled prior to reaching his or her 18th birthday or his or her 25th birthday if he or she was a duly registered student attending a recognized institution of learning and has remained continuously disabled since that time.

5-10.03

The word "disability" means any state of incapacity resulting from illness, including a surgical procedure related directly to family planning, an accident subject to article 5-12.00 or an absence prescribed in clause 5-13.23, which requires medical attention and which renders the professional totally unable to perform the usual duties of his or her position or of any other similar position calling for comparable remuneration which may be offered to him or her by the Board.

5-10.04

A period of disability is any continuous period of disability or any series of successive periods of disability separated by fewer than 22¹ days of actual full-time work or of availability for full-time work, unless the professional establishes in a satisfactory manner that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.

5-10.05

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

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

5-10.06

The provisions of the health insurance plan prescribed in the 2000-2003 collective agreement shall remain in force, under the conditions stipulated therein until the date of the coming into force of this agreement. However, the policies for the health insurance plans and the complementary plans in effect at the time of the coming into force of this agreement shall continue to apply without any change with the exception of the annual increase in premiums until the date foreseen by the Insurance Committee of the Centrale.

The provisions of the salary insurance plan prescribed in article 5-10.00 of the 2000-2003 collective agreement shall continue to apply until the date of the coming into force of this agreement.

5-10.07

The new health insurance and inherent complementary insurance plan policies shall come into force on the date prescribed by the Insurance Committee of the Centrale.

5-10.08

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

Section 2 Basic health insurance plan**5-10.09**

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

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

5-10.10

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

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

A1 5-10.11

- A) Participation in the health insurance plan shall be compulsory, but a professional 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 professional aged 65 years or older who continues to participate in 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 those benefits not covered by the plan under the RAMQ.

- B) The professional on a leave without salary or on a leave for educational purposes shall continue to participate in the health insurance plan. The professional must pay the total amount of the premiums due including the Board's share.

5-10.12

A professional 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 it is no longer possible for him or her to continue to be covered as a dependent under the current group insurance plan or any other plan providing similar protection.

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

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

5-10.13

The Board's contribution to the health insurance plan on behalf of all professionals shall not exceed the least of the following amounts:

- a) in the case of a participant insured for himself or herself and his or her dependents: \$60.00 per year plus tax, where applicable;
- b) in the case of a participant insured under the individual plan: \$24.00 per year plus tax, where applicable;
- c) double the contribution paid by the participant for the benefits prescribed in the health insurance plan.

5-10.14

In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts stipulated in clause 5-10.13 shall be reduced by 2/3 of the yearly cost of the prescription drug benefits included in the current plan.

5-10.15

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

- a) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses 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 that period;
- e) no premium shall be payable for a pay period on the first day of which the professional is not a participant; also, the premium shall be payable in full for a pay period during which the professional's participation terminates;
- f) the insurer must forward at the same time to the Ministère and the Fédération des commissions scolaires du Québec a copy of any information of a general nature sent to the boards or the insured;
- g) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- h) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any and all information required to test the accuracy of the retention calculation;
- i) any modification to the coverage and the resulting deduction at source for a professional already in the employ of the Board, following the birth or adoption of a first child or a change in status, shall take effect on the date of the event if the request is made to the insurer within 30 days of the event. A modification concerning the coverage to the health insurance plan made after 30 days of the event shall take effect on the first day of the pay period during which the insurer receives the request;
- j) if it is accepted by the insurer, any other modification concerning the coverage and the resulting deduction at source for a professional already in the employ of the Board shall take effect on the first day of the full pay period after the Board receives the notice of acceptance issued by the insurer;
- k) the definition of spouse is found in clause 1-1.11 and that of dependent child is identical to that in clause 5-10.02 of this agreement.

Section 3 Complementary insurance plans to which the Board does not contribute

5-10.16

- 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 paid entirely by the participants.
- B) Every policy must include, among others, the following stipulations:
 - a) subparagraphs b) to j) of clause 5-10.15;
 - b) in the event of an optional complementary plan, the participation of a new professional eligible for a complementary plan shall take effect within 30 days of the request if it is made within 30 days of the entry into service of the professional;
 - c) if the request is made more than 30 days after his or her entry into service, the participation of a new professional eligible for a complementary plan shall take effect on the first day of the full pay period after the Board receives the notice of acceptance issued by the insurer.

5-10.17

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

- a) the personal insurance policies and the resulting administrative measures for boards are maintained;
- b) any modification to one of the plans or policies must be made in accordance with the provisions concerning the provincial complementary plans by making 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.

Section 4 Insurance Committee of the Centrale**5-10.18**

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

5-10.19

The Insurance Committee of the Centrale may maintain from year to year for retirees, with appropriate amendments, the basic plan coverage without any contribution on the part of the Board provided that:

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

5-10.20

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

5-10.21

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

5-10.22

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

5-10.23

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

5-10.24

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

5-10.25

There can be no more than one update campaign per 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.

5-10.26

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

The balance of funds shall be used by the committee to meet the increases in the rates of premiums, to improve existing plans, or to be repaid directly to the participants by the insurer according to the formula determined by the committee or to grant a waiver of premiums. In this latter case, the waiver must be for at least 4 months and it must take effect as of January 1 or end on December 31. The waiver must be preceded by a notice of at least 60 days to the Board.

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

5-10.27

The Insurance Committee of the Centrale shall provide the Ministère and the Fédération des commissions scolaires du Québec 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 requested by the Fédération des commissions scolaires du Québec or the Ministère concerning the basic health insurance plan.

Section 5 Intervention of the Board**5-10.28**

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

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

5-10.29

The Ministère, the Fédération des commissions scolaires du Québec and the Centrale agree to set up a committee to assess the administrative problems raised by the application of insurance plans. Moreover, any change to the administration of the plans must first be the subject of an agreement by the committee before it comes into effect. If such a change obliges the Board to hire supernumerary personnel or requires overtime, the costs shall be assumed by the Union.

The committee prescribed in the preceding paragraph shall also have the mandate to ensure that the study is completed and, where applicable, that the computerized billing system is implemented including the listing of the personal insurance premiums and that the general property insurance premiums (fire, accident and miscellaneous risk) are deducted at source in the same manner.

Section 6 Standard life insurance plans**5-10.30**

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

The amount shall be \$3 200 for the professional referred to in subparagraph b) of clause 5-10.01.

Section 7 Salary insurance plan**A1 5-10.31**

A) Subject to the provisions of this section and subject to article 5-12.00, every professional shall be entitled, for every period of disability during which he or she is absent from work, to:

- a) up to the lesser of the number of sick-leave days accumulated to his or her credit or of 5 working days: the payment of a benefit equal to the salary he or she would have received had he or she been at work;
- b) upon termination of the payment of the benefit prescribed in subparagraph a), 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: the payment of a benefit equal to 85% of his or her salary;
- c) upon the expiry of the abovementioned period of 52 weeks and for a further period of up to 52 weeks: the payment of a benefit equal to 66 2/3% of his or her salary.

B) Return on a gradual basis

During a disability period, on the written recommendation of the attending physician, the Board and the regular professional who has been absent for at least 12¹ weeks may agree to a return to work on a gradual basis. The period of disability already begun shall continue during the period of gradual return to work but the period during which some or all of the benefits are payable shall not exceed 104 weeks. In this case:

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

¹ The Board and the regular professional who is absent may in exceptional cases agree to a gradual return to work before the 12-week period.

During the period of gradual return to work, the professional shall be entitled to his or her salary for the proportion of time worked and to the benefit payable to him or her for the proportion of time not worked. These proportions shall be calculated on the basis of the number of hours worked in relation to the regular workweek stipulated in article 8-1.00.

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

C) Assignment of temporary duties

In order to ease the return to work, upon written recommendation from the primary care physician, the Board and the professional may agree on the assignment of duties compatible with the qualifications and experience of the professional within his or her professional category. To this end, a union representative may accompany the professional.

The duties the Board assigns to the professional are duties that he or she can perform within the limits of his or her capacities.

During the period when temporary duties are assigned to the professional, he or she receives his or her regular salary.

A request for assignment to temporary duties must be completed at the latest during the 80th week following the beginning of the disability.

These temporary duties cannot be assigned for a period exceeding 12 weeks and, in no circumstances, can this period result in a new period of disability.

5-10.32

Pursuant to clause 5-10.31, the professional's salary for the purpose of calculating the benefit shall be the salary rate he or she would receive if he or she were in service, subject to article 6-10.00, including, where applicable, premiums for regional disparities. For the professionals who are eligible and whose workweek includes fewer hours than that prescribed in article 8-1.00, the amount of the benefit shall be calculated in proportion to the time worked in relation to the regular workweek.

5-10.33

As long as benefits remain payable, including the waiting period, if any, the disabled professional shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP), the Teachers Pension Plan (TPP), the Pension Plan of Certain Teachers (PPCT) or the Civil Service Superannuation Plan (CSSP) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subparagraph a) of paragraph A) of clause 5-10.31, he or she shall benefit from a waiver of his or her contributions to his or her pension plan (RREGOP, TPP, PPCT or CSSP) without losing any 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 professional for the sole reason of his or her physical or mental impairment as long as the latter can receive salary insurance or work accident benefits as a result of the application of clause 5-10.31 or article 5-12.00 and then of clause 5-10.44. However, the fact that a professional does not avail himself or herself of clause 5-10.44 cannot prevent the Board from cancelling or not renewing the contract of the professional.

A1 5-10.34

A) The benefits paid under clause 5-10.31 are reduced by the initial amount of all disability benefits paid to a professional under a provincial or federal law, except those paid under the *Employment Insurance Act* (R.S.C. 1996, c. 23), regardless of subsequent increases in basic benefits arising from indexation.

- B) When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the professional's gross taxable income shall be established as follows: the Board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount of benefit received from the SAAQ and the difference is brought to the professional's gross taxable income from which the Board shall deduct all the amounts, contributions and dues required by law and the collective agreement.
- C) The Board shall deduct 1/10 of a day from the bank of sick-leave days per day used under subparagraph a) of paragraph A) of clause 5-10.31 in the case of the professional who receives benefits from the SAAQ.
- D) As of the 61st day from the beginning of a disability, the professional who is presumed to be entitled to a disability benefit under a provincial or federal law, with the exception of the *Employment Insurance Act* (R.S.C. 1996, c. 23), must, upon written request by the Board, accompanied by the appropriate forms, request such a benefit and comply with all the obligations ensuing from such a request. However, the reduction of the benefit prescribed in clause 5-10.31 is made only from the moment when the professional is recognized as eligible and effectively begins to receive the benefit prescribed by law. In the case where a benefit prescribed by law is granted retroactively to the first day of the disability, the professional shall undertake to reimburse the Board, as the case may be, for the portion of the benefit prescribed under clause 5-10.31, as a result of the application of the first paragraph of this clause.
- E) Every professional who receives a disability benefit paid under a provincial or federal law, with the exception of the *Employment Insurance Act* (R.S.C. 1996, c. 23), must, in order to be entitled to his or her salary insurance benefits under clause 5-10.31, notify the Board of the amount of the weekly disability benefit paid to him or her. Furthermore, he or she must give his or her written authorization to the Board so that the latter may obtain all the necessary information from the organizations, in particular the SAAQ or the RRQ, which administer a disability benefit plan under which he or she receives benefits.

5-10.35

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

5-10.36

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the professional has provided the Board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability prescribed in clause 5-10.31 shall begin on the date on which the professional returns to work.

5-10.37

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the Board, subject, however, to the professional providing the supporting documents required in clause 5-10.38.

5-10.38

At any time, the authority designated by the Board may require that the professional who is absent because of disability provide a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be paid by the Board if the professional is absent for less than 4 days. The authority designated by the Board may also require the professional concerned to submit to an examination in connection with any absence. The cost of the examination as well as the professional's transportation costs when the examination requires him or her to travel more than 45 kilometres from his or her place of work shall be paid by the Board.

Upon the professional's return to work, the authority designated by the Board may require him or her to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. The cost of the examination as well as the professional's transportation costs when the examination requires him or her to travel more than 45 kilometres from his or her place of work shall be paid by the Board. If the professional's physician and the Board's physician disagree, the Board and the Union shall choose a 3rd physician within 30 days of the date on which the disagreement is made known. Failing an agreement within the time limit prescribed, the Board's physician and the professional's physician shall agree, within a reasonable time limit, on the choice of a 3rd physician whose decision cannot be appealed.

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

5-10.39

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

Section 8 Sick-leave days

5-10.40

- A) Where applicable, on July 1 of every year, the Board shall credit each regular professional whose regular workweek includes the number of hours prescribed in article 8-1.00 and who is covered by this article with 7 sick-leave days. The days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year under subparagraph a) of paragraph A) of clause 5-10.31 or another provision of the collective agreement, at the rate of 1/260.9 of the salary applicable on that date per day not used, the proportion of 1/260.9 of the salary applying to the fraction of a day not used.

However, the professional on a leave of absence without salary, a leave of absence with salary for educational purposes, a preretirement leave or the benefits prescribed in subparagraph c) of paragraph A) of clause 5-10.31 shall be credited for a fraction of the 7 days of sick leave equal to the fraction of time he or she is in service.

However, if the professional continues to receive the benefits prescribed in subparagraph b) of paragraph A) of clause 5-10.31 on the first day of the work year, he or she shall, where applicable, be credited for a fraction of the 7 days of sick leave insofar as he or she resumes his or her service with the Board.

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

If a professional 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 same 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) The professional who has 13 or fewer days of sick leave accumulated to his or her credit on June 1 may, by a written notice to the Board prior to that date, choose not to redeem on June 30 the balance of the 7 days granted under paragraph A) of this clause and not used under the collective agreement. The professional, having made such a choice, shall add on June 30 the balance of these 7 days, which are now nonredeemable, to the sick-leave days already accumulated.

However, the professional may opt to not redeem the balance or part of the balance on June 30 of his or her 7 days granted under paragraph A) and to add them to his or her vacation days. Clauses 7-7.04 to 7-7.07 shall apply in this case.

5-10.41

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

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

5-10.42

In the case of a regular professional whose regular workweek includes fewer hours than the workweek prescribed in article 8-1.00, the number of days credited shall be calculated in proportion to the number of hours worked in relation to the number of hours prescribed in article 8-1.00.

5-10.43

- A) The professional who receives, on the date of the coming into force of this agreement, benefits under subparagraph b) or c) of paragraph A) of clause 5-10.31 of the 2000-2003 collective agreement and its extensions, shall continue to be governed by those provisions for the duration of the disability period already begun, it being understood that the salary rate used to calculate his or her benefits shall be the rate applicable to him or her under this agreement.
- B) The effective date of the beginning of a period of disability shall not be modified by the coming into force of the new plan.
- C) The disabled professional who is not entitled to any benefit on the date of the coming into force of the agreement shall be covered by the new plan as of his or her return to work when he or she begins a new period of disability.
- D) Notwithstanding the foregoing, the professional who is disabled on the date of the coming into force of the agreement shall benefit from the provisions concerning gradual return to work prescribed in paragraph B) of clause 5-10.31.

5-10.44

The sick-leave days to a professional's credit before the signing of this agreement shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- a) the redeemable days credited under clause 5-10.40;
- b) after having used up the days mentioned in a), the other redeemable days to the professional's credit;
- c) after having used up the days mentioned in a) and b), the nonredeemable days to the professional's credit.

5-11.00 HEALTH AND SAFETY**5-11.01**

The Board and the Union shall collaborate through the Labour Relations Committee to maintain working conditions that take into account the health, safety and physical well-being of professionals.

5-11.02

The Board and the Union may agree to set up a specific health and safety committee.

5-11.03

The professional must:

- a) take the necessary measures to protect his or her health, safety or physical well-being;
- b) see that he or she does not endanger the health, safety or physical well-being of other persons who are on the work premises or near the work premises;
- c) undergo health examinations required for the application of the law and the regulations applicable to the Board.

5-11.04

The Board must take the measures necessary to protect the health and ensure the safety and well-being of professionals as prescribed by law and the regulations which are applicable to it; 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 professionals;
- b) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of professionals;
- c) provide suitable lighting, ventilation and heating;
- d) provide safety equipment and ensure that it is kept in good condition;
- e) allow a professional while in the employ of the Board to undergo medical examinations required for the application of the law and the regulations applicable to the Board.

5-11.05

Placing individual or group safety means and equipment at the disposal of professionals in order to meet their specific needs, when it becomes necessary under the law and regulations applicable to the Board, must not reduce in any way the efforts required by the Board, the Union and the professionals to eliminate at the source dangers to their health, safety and physical well-being.

5-11.06

When a professional 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 5-11.10, if he or she is available or, in the case of an emergency, the union delegate; 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 mentioned in clause 5-11.10 or, where applicable, the union delegate, may temporarily interrupt his or her work without loss of salary or reimbursement.

5-11.07

The right of a professional mentioned in clause 5-11.06 shall be exercised subject to the relevant provisions of the law and the regulations concerning occupational health and safety applicable to the Board and subject to the terms and conditions specified therein, where applicable.

5-11.08

The Board cannot impose a nonreengagement, a disciplinary or discriminatory measure due to the fact that the professional exercised in good faith the right prescribed in clause 5-11.06.

5-11.09

Nothing in the agreement shall prevent the union representative referred to in clause 5-11.10 or, where applicable, the union delegate from being accompanied by a union adviser at the meeting prescribed in clause 5-11.06; however, the Board or its representatives must be informed of the presence of the adviser before the meeting is held.

5-11.10

The Union may expressly designate one of its representatives to the Labour Relations Committee or, where applicable, to the specific health and safety committee prescribed in clause 5-11.02 to deal with health and safety matters; the representative may be absent temporarily from his or her work, after having informed his or her immediate superior, without loss of salary or reimbursement in the following cases:

- a) to attend a meeting prescribed in the third paragraph of clause 5-11.06;
- 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 professional.

5-12.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES**5-12.01**

This article applies to the professional who suffers a work accident or incurs an occupational disease covered by the *Act respecting industrial accidents and occupational diseases* (R.S.Q., c. A-3.001).

5-12.02

The provisions of this article corresponding to specific provisions of the *Act respecting industrial accidents and occupational diseases* (R.S.Q., c. A-3.001) apply insofar as those provisions of the Act are applicable to the Board.

Definitions**5-12.03**

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

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

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

Miscellaneous provisions

5-12.04

The professional 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, if not, as soon as possible. Moreover, he or she shall provide a medical certificate to the Board as prescribed by law, if the employment injury which he or she suffers renders him or her unable to perform his or her duties after the day on which it manifested itself.

5-12.05

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

5-12.06

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

5-12.07

The Board must immediately give first aid to a professional who has suffered an employment injury and, if need be, provide transportation to a health establishment, to a health professional or to the professional's residence as required by his or her condition.

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

5-12.08

The Board may require that a professional who has suffered an employment injury undergo an examination by a health professional that it designates in accordance with the law.

Group plans

5-12.09

The professional who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan prescribed in clause 5-10.30 and by the health insurance plan prescribed in clause 5-10.09.

The professional shall benefit, without losing any rights, from the waiver of his or her contributions to the pension plan (TPP, CSSP, PPCT or RREGOP). 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 is the case with any other benefit.

The waiver shall no longer apply when the employment injury has consolidated or the professional is assigned temporarily as prescribed in clause 5-12.15.

5-12.10

In the case where the date of consolidation of the employment injury is prior to the 104th week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan prescribed in clause 5-10.31 shall apply, subject to the second paragraph of this clause, if the professional is still disabled within the meaning of clause 5-10.03 and, in this case, the date of the beginning of the absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-10.31 and 5-10.44.

On the other hand, for the professional who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 5-10.31, the salary insurance plan prescribed in this clause shall apply to make up the difference if the professional is still disabled within the meaning of clause 5-10.03 and, in such a case, the date of the beginning of the absence shall be considered as the date of the beginning of the disability for the purpose of applying the salary insurance plan, particularly clauses 5-10.31 and 5-10.44.

5-12.11

The bank of sick-leave days of a professional shall not be reduced for the 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 as well as for the absences prescribed in clause 5-12.21. Moreover, the professional's bank of sick-leave days shall not be reduced for the part of the workday during which an employment injury renders him or her unable to perform his or her duties.

Salary**5-12.12**

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

For the purpose of this clause, the salary to which the professional is entitled shall include, where applicable, premiums for regional disparities.

5-12.13

Subject to clause 5-12.12, the Commission de la santé et de la sécurité du travail shall reimburse the Board the amount corresponding to the income replacement indemnity paid by the Commission de la santé et de la sécurité du travail.

The professional 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.

Right to return to work**5-12.14**

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

5-12.15

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

5-12.16

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

5-12.17

A professional who, although unable to resume his or her duties because of an employment injury but who may be able to use his or her remaining ability and his or her qualifications to work, shall be entitled to hold, under clause 5-12.18, an equivalent or suitable available position that the Board intends to fill, provided that he or she is able to do so.

5-12.18

The exercise of the right mentioned in clause 5-12.17 shall be subject to the terms and conditions which follow:

- a) if it involves a professional position or another position:
 - the professional shall submit his or her application in writing;
 - the professional has the required qualifications and meets the other requirements determined by the Board;
 - the applicable collective agreement so permits;
- b) the right of the professional can only be exercised during the 2 years immediately following the beginning of his or her absence or in the year following the date of consolidation according to the later date.

5-12.19

The professional who obtains a position referred to in clause 5-12.17 shall benefit from an adaptation period of 30 working days; at the end of that period, the professional cannot keep the position if the Board deems he or she is unable to perform his or her duties adequately. In such a case, the professional shall be considered as not having exercised the right prescribed in clause 5-12.17.

5-12.20

Notwithstanding any provision to the contrary, the professional who obtains a position referred to in clause 5-12.17 shall receive the salary related to his or her new position.

5-12.21

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

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

The maternity leave allowances prescribed in section 2 and the adoption leave allowances prescribed in section 4 shall only be paid as a supplement to parental insurance benefits or to employment insurance benefits, as the case may be, or as payments during a period of absence for which the Québec Parental Insurance Plan (QPIP) and the Employment Insurance Plan do not apply.

Allowances for the maternity leave and the adoption leave are only paid, however, during the weeks when the professional:

- receives or would receive, if he or she made the request, QPIP allowances;
- receives allowances from the Employment Insurance Plan.

In the event the professional shares the adoption or parental allowances prescribed by the QPIP with his or her spouse, the allowance will only be paid if the professional actually receives an allowance from this plan during the maternity leave as prescribed in clause 5-13.05 or during the adoption leave as prescribed in paragraph A) of clause 5-13.24.

5-13.02

When both parents are women, the allowances and benefits granted to the father are then granted to the woman who did not give birth to the child.

5-13.03

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

Similarly, the Board shall not reimburse the professional for the amounts that HRDC could require him or her to pay under the *Employment Insurance Act* (R.S.C. 1996, c. 23), when the professional's salary exceeds the maximum insurable by 1 1/4 times.

- B) Moreover, the basic weekly salary¹, deferred basic weekly salary and severance payments shall not be increased or decreased by the amounts received under the QPIP or the Employment Insurance Plan.

5-13.04

Unless there is a specific provision to the contrary, this article cannot result in granting a professional a benefit, monetary or not, which he or she would not have had, had he or she remained at work.

Section 2 Maternity leave**5-13.05**

- A) The maternity leave of a pregnant professional:
- admissible to QPIP benefits is 21 weeks;
 - admissible to Employment Insurance Plan benefits is 20 weeks;

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

- not admissible to QPIP or Employment Insurance Plan benefits is 20 weeks.

The weeks of the maternity leave must be consecutive, subject to paragraphs A) and B) of clause 5-13.09.

- B) The professional who becomes pregnant while she is on a leave without salary or a part-time leave without salary prescribed in this article shall also be entitled to the maternity leave, as prescribed in paragraph A) and to the benefits prescribed in clauses 5-13.10, 5-13.11 and 5-13.13, as the case may be.
- C) Should the professional's spouse die, the remainder of the 20 weeks of maternity leave and the rights and benefits attached thereto shall be transferred to the professional.
- D) The professional whose pregnancy is terminated after the beginning of the 20th week preceding the due date shall also be entitled to the maternity leave as defined in paragraph A).

5-13.06 Distribution of maternity leave

The distribution of the maternity leave, before and after the birth, shall be decided by the professional and shall include the day of the birth. However, in the case of the professional admissible to the QPIP, the leave takes place at the same time as the period of benefits granted under the *Act respecting parental insurance* (R.S.Q., c. A-29.011) and must begin at the latest the week following the start of benefit payment.

5-13.07 Advance notice

To obtain maternity leave, a professional must give written notice to the Board at least 2 weeks before the date of departure. Such a notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and the due date.

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

5-13.08 Extension of maternity leave

If the birth occurs after the due date, the professional 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 professional may also extend her maternity leave if her state of health or that of the child requires it. The duration of extended maternity leave shall be specified in the medical certificate provided by the professional.

During those extensions, the professional is considered on leave without salary and shall not receive any allowance or benefit from the Board. During these periods, the professional is entitled to the benefits prescribed in clause 5-13.15 and 5-13.16 for the first 6 weeks and in clause 5-13.32 thereafter.

5-13.09 Suspension and division of the leave

- A) Suspension of the leave

A professional who has sufficiently recovered from delivery but whose child must remain in the health establishment may interrupt her maternity leave by returning to work. The leave is resumed when the child arrives at the family residence.

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

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

B) Division of the leave

Upon request from the professional, the maternity leave may be divided into weeks and suspended for a maximum number of weeks that may vary according to the following situations:

- a) if her child is hospitalized: the maximum number of suspension weeks corresponds to the number of weeks the child is in the hospital;
- b) if the professional is absent due to an accident or an illness not related to the pregnancy: the maximum number of suspension weeks corresponds to the number of whole weeks during which the situation exists, up to a maximum of 15 weeks;
- c) if the professional is absent due to a situation covered by section 79.8 of the *Act respecting labour standards* (R.S.Q., c. N-1.1): the maximum number of suspension weeks corresponds to the number of whole weeks during which the situation exists, up to a maximum of 6 weeks.

During such suspensions, the professional is considered on leave without salary and shall not receive any allowances or benefits from the Board. The professional is entitled to benefits prescribed in clause 5-13.32.

C) Resuming of the suspended or divided leave

When the professional resumes the suspended or divided maternity leave under paragraphs A) and B), the Board pays the professional the allowance to which she would have been entitled had she not availed herself of the suspension or division; this allowance is paid for the number of weeks remaining under clauses 5-13.10, 5-13.11 or 5-13.13, as the case may be.

5-13.10 Case eligible for the Québec Parental Insurance Plan

A professional who has accumulated 20 weeks of service¹ and who is eligible for benefits under the QPIP, is also entitled to receive, during her 21 weeks of maternity leave, a benefit equal to the difference between 93%² of her basic weekly salary and the amount of maternity or parental benefits she is receiving or would receive, upon request, from the QPIP.

The allowance is based on the QPIP benefits to which a professional is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the *Act respecting parental insurance* (R.S.Q., c. A-29.011).

However, a professional who works for more than one employer shall receive an allowance equal to the difference between 93% of the basic weekly 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 professional 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).

¹ The professional who is absent shall accumulate service if her leave is authorized, in particular in the case of a disability, and involves benefits or wages.

² 93%: this percentage is based on the fact that a professional in this situation is exempt from making contributions to the pension plan and to the QPIP, equivalent, on average, to 7% of her salary.

5-13.11 Cases not eligible for the Québec Parental Insurance Plan but eligible to the Employment Insurance Plan

A professional who has accumulated twenty weeks of service¹ and who is eligible for benefits under the Employment Insurance Plan, but is not eligible for QPIP benefits, is entitled to receive during her maternity leave:

- a) for each week of the waiting period stipulated in the Employment Insurance Plan, an allowance equal to 93%² of her basic weekly salary;
- b) thereafter, for each week she received benefits from the Employment Insurance Plan, an allowance equal to the difference between 93% of her basic weekly salary and the amount of maternity or parental benefits she is receiving under the Employment Insurance Plan, up to the end of the 20th week of maternity leave.

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

However, in the case of the professional who works for more than one employer, she shall receive an allowance which shall be equal to the difference between 93% of the basic weekly salary paid by the Board and the percentage of employment insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the professional shall provide each of her employers with a statement of the weekly salaries paid by each of them and the rate of benefits paid to her by HRDC.

Moreover, if HRDC reduces the number of weeks of employment insurance benefits to which the professional would otherwise have been entitled if she had not availed herself of the employment insurance benefits before her maternity leave, the professional shall continue to receive, for a period equivalent to the weeks deducted by HRDC, the additional allowance prescribed in the first subparagraph of this paragraph as if she had, during that period, availed herself of the employment insurance benefits.

5-13.12

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

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

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

The total amounts received by the professional during her maternity leave in benefits from the QPIP or the Employment Insurance Plan, in allowances and in salary may not however exceed 93% of the basic weekly salary paid by the Board or, where applicable, by her employers.

¹ The professional who is absent shall accumulate service if her leave is authorized, in particular in the case of a disability, and involves benefits or wages.

² 93%: the percentage was set to take into account the fact that the professional in this situation is exonerated from contributing to the pension and Employment Insurance Plans, which contributions are, on an average, equivalent to 7% of her salary.

5-13.13 Cases not eligible for the Québec Parental Insurance Plan and the Employment Insurance Plan

The professional not eligible to receive benefits under the QPIP, the Employment Insurance Plan and any other parental plans established in another province or territory shall also be excluded from receiving any allowance prescribed in clauses 5-13.10 and 5-13.11.

However, the professional whose workweek includes:

- a) the number of hours prescribed in article 8-1.00 and who has accumulated 20 weeks of service shall be entitled to an allowance equal to 93% of her basic weekly salary for 12 weeks;
- b) fewer hours than that prescribed in article 8-1.00 and who has accumulated 20 weeks of service shall be entitled to an allowance equal to 95% of her basic weekly salary for 12 weeks.

If the professional is exonerated from contributing to the pension and QPIP, the percentage of the allowance shall be set at 93% of her basic weekly salary.

5-13.14 In the cases prescribed in clauses 5-13.10, 5-13.11 and 5-13.13

- A) No allowance may be paid during the vacation period for which a professional is paid.
- B) Unless the applicable salary payment system is on a weekly basis, the allowance shall be paid every 2 weeks by the Board; however, in the case of the professional eligible to QPIP or Employment Insurance Plan benefits, the first instalment need only be paid 15 days after the Board receives proof that the professional is receiving benefits from one of the 2 plans. For purposes of this paragraph, shall be considered as admissible proof a statement of benefits, a stub as well as information provided by the Ministère de l'Emploi et de la Solidarité sociale or by HRDC to the Board by means of an official statement.
- C) Service shall be calculated with all the employers in the public and parapublic sectors (Civil Service, Education, Health and Social Services), regional health and social services agencies, bodies whose employees are subject to conditions of employment or salary scales or standards which are determined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body referred to in Schedule C of the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2).

Moreover, the requirement of 20 weeks service contained in clauses 5-13.10, 5-13.11 and 5-13.13 shall be deemed to have been met, where applicable, when the professional meets the requirement with one of the employers mentioned in the preceding paragraph.

For information purposes, the following bodies are included:

Agence des partenariats public-privé du Québec;
Agence métropolitaine de transport;
Autorité des marchés financiers;
Bibliothèque et Archives nationales du Québec;
Caisse de dépôt et placement du Québec;
Centres d'aide juridique;
Commission de la capitale nationale du Québec;
Commission de la construction du Québec;
Commission de reconnaissance des associations d'artistes et des associations de producteurs;
Commission des droits de la personne et des droits de la jeunesse;
Commission des services juridiques;
Conseil des arts et des lettres du Québec;
Conseil des services essentiels;
Corporation d'hébergement du Québec;
Corporation d'urgence-santé de la région de Montréal Métropolitain;
École nationale de police du Québec;
École nationale des pompiers du Québec;
Financement-Québec;
Fondation de la faune du Québec;

Fonds de la recherche en santé du Québec;
Fonds d'indemnisation du courtage immobilier;
Fonds québécois de la recherche sur la nature et les technologies;
Fonds québécois de la recherche sur la société et la culture;
Héma-Québec;
Institut national de la santé publique;
Investissement Québec;
Musée d'art contemporain de Montréal;
Musée de la civilisation;
Musée national des beaux-arts du Québec;
Cree Hunters and Trappers Income Security Board;
Office Québec-Amériques pour la jeunesse;
Ombudsman;
Régie de l'énergie;
Régie des installations olympiques;
Société de développement des entreprises culturelles;
Société de la Place des Arts de Montréal;
Société de télédiffusion du Québec (Télé-Québec);
Société des alcools du Québec;
Société des établissements de plein air du Québec;
Société des loteries du Québec;
Société du Centre des congrès de Québec;
Société du Grand théâtre de Québec;
Société du Palais des congrès de Montréal;
Société du parc industriel et portuaire de Bécancour;
Société immobilière du Québec;
Société Innovatech des Régions Ressources;
Société Innovatech Québec et Chaudières-Appalaches;
Société Innovatech du sud du Québec;
Société québécoise d'assainissement des eaux;
Société québécoise d'information juridique;
Société québécoise de récupération et de recyclage.

- D) The basic weekly salary of the professional whose workweek includes fewer hours than that prescribed in article 8-1.00 shall be the average basic weekly salary that she received during the last 20 weeks preceding her maternity leave.

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

However, any period during which the professional on a special leave prescribed in clause 5-13.20 does not receive any benefits from the Commission de la santé et de la sécurité du travail (CSST) shall be excluded for the purpose of calculating her basic average weekly salary.

If the 20-week period preceding the maternity leave of the professional whose workweek has fewer hours than that prescribed in article 8-1.00 includes the date of the increase of the salary rates and scales, the basic weekly salary shall be calculated on the basis of the salary rate in force on that date. If, on the other hand, the maternity leave includes that date, the basic weekly salary changes as of that date according to the adjustment formula of the applicable salary scale.

The provisions of the current paragraph constitute one of the specific conditions prescribed by clause 5-13.04.

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

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

In this case, the weeks during which the professional received maternity leave benefits and the weeks included in the period during which she was nonreengaged shall be deducted from the number of weeks to which the professional is entitled under clause 5-13.10, 5-13.11 or 5-13.13, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks left to cover under clause 5-13.10, 5-13.11 or 5-13.13, as the case may be.

5-13.15

During the maternity leave and the first 6 weeks of the extensions prescribed in clause 5-13.08, the professional, insofar as she is normally entitled to it, shall benefit from the following:

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

5-13.16

The professional may defer a maximum of 4 weeks' annual vacation if it falls within her maternity leave and if she notifies the Board in writing of the date of the deferral no later than 2 weeks before the termination of the maternity leave.

5-13.17

The maternity leave may last for less than the duration prescribed in clause 5-13.05. If the professional returns to work within the 2 weeks of the birth, she must, at the Board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

5-13.18

During the 4th week preceding the termination of the maternity leave, the Board must send the professional a notice indicating the anticipated termination date of the leave.

The professional to whom the Board has sent such a notice must report to work upon the termination of the maternity leave, unless the leave is extended as prescribed in clause 5-13.31.

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

5-13.19

When she returns from her maternity leave, the professional shall return to her position or, where applicable, to a position she has requested during her leave, as set out in the collective agreement. If the position has been abolished, the professional shall be entitled to the benefits she would have had had she been at work at that time.

Section 3 Special leaves regarding pregnancy and breastfeeding

5-13.20 Temporary assignment and special leave

- A) The professional may request to be temporarily assigned to another position, whether vacant or temporarily vacant, in the same employment group or, if she agrees and subject to the provisions of the agreement, another employment group, in the following cases:
- a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;

- b) her working conditions involve dangers for her child whom she is breastfeeding;
- c) she works regularly at a cathode-ray tube terminal.

The professional must present a medical certificate to this effect as soon as possible.

- B) When the Board receives a request for a preventive reassignment, it shall immediately inform the Union giving the name of the professional and the reasons supporting the request.
- C) The professional so assigned to another position shall retain the rights and privileges of her regular position.
- D) If the assignment is not carried out immediately, the professional shall be entitled to a special leave to begin immediately. Unless a temporary assignment arises afterward to cancel the special leave, the special leave shall terminate, for the pregnant professional, on the date of the birth and, for the professional who is breastfeeding, at the end of the period during which the child is breastfed. However, for the professional eligible to benefits under the *Act respecting parental insurance* (R.S.Q., c. A-29.011) and whose special leave started on or after January 1, 2006, the special leave shall end as of the 4th week prior to the expected delivery date.
- E) During the special leave prescribed in this clause, the professional shall be governed, with regard to her allowance, by the provisions of the *Act respecting occupational health and safety* (R.S.Q. c. S-21) concerning the preventive reassignment of the employee who is pregnant or who is breastfeeding.

However, following a written request to this effect, the Board shall pay the professional an advance on the benefit to be received on the basis of the anticipated benefits. If the CSST pays the anticipated payment, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made under clause 6-11.09.

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

- F) In addition to the preceding provisions, at the professional's request, the Board must study the possibility of temporarily changing the duties, without loss of rights, of the professional assigned to a cathode-ray tube terminal so as to reduce her working time at the terminal to a maximum of 2 hours per half-day and assign her to other duties which she is reasonably capable of performing for the remainder of her working time.

Other special leaves

5-13.21

The professional shall also be entitled to a special leave in the following circumstances:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; the special leave cannot be extended beyond the beginning of the 4th week preceding the due date;
- b) upon presentation of a medical certificate prescribing the duration, when a natural or legally induced miscarriage occurs before the beginning of the 20th week preceding the due date;
- c) for visits with a health care professional related to the pregnancy and attested to by a medical certificate or a written report signed by a midwife. The professional shall then benefit from a special leave without loss of salary for a maximum of 4 days which may be taken in half-days.

5-13.22

During the special leaves granted under this section, a professional shall be entitled to the benefits prescribed in clauses 5-13.15 and 5-13.16, insofar as she is normally entitled to them, and in clause 5-13.19. The professional covered by clause 5-13.21 may also avail herself of the benefits of the sick-leave plan or the salary insurance plan. In the case of subparagraph c) of clause 5-13.21, the professional must first have used the 4 days prescribed therein.

Section 4 Other parental leaves**Paternity leave****5-13.23****A) Paternity leave with salary**

The professional whose spouse gives birth shall be entitled to a leave with salary for a maximum period of 5 working days. The professional shall also be entitled to the leave if the pregnancy is terminated after the beginning of the 20th week preceding the due date. The leave may be discontinuous but must be taken between the beginning of the delivery and the 15th day following the mother's or child's return to the family residence.

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

During this leave, the professional is entitled to the benefits prescribed in clauses 5-13.15 and 5-13.16, provided he is normally entitled to them, and in clause 5-13.19.

A female professional whose spouse delivers a child is also entitled to such leave if she is designated as one of the child's mothers.

B) Paternity leave without salary

Upon the birth of his child, a professional is also entitled to a paternity leave without salary of no more than 5 weeks, which, subject to paragraphs D) and E), must be taken consecutively. This leave must end no later than at the end of the 52nd week following the week of the child's birth.

The professional informs the Board as soon as possible of the moment when he foresees taking his paternity leave.

A female professional whose spouse delivers a child is also entitled to such leave if she is designated as one of the child's mothers.

C) Extension of the paternity leave

A professional 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 professional is considered on leave without salary and shall not receive any allowances or benefits from the Board. The professional is entitled to benefits prescribed in clause 5-13.32 during this period.

D) Suspension of the paternity leave

When the child is hospitalized, the professional may interrupt his paternity leave, upon agreement with the Board, and return to work for the duration of the hospitalization.

E) Division of the paternity leave

Upon request from the professional, the paternity leave may be divided into weeks and suspended for a maximum number of weeks that may vary according to the following situations:

- a) if his child is hospitalized: the maximum number of suspension weeks corresponds to the number of weeks the child is in the hospital;
- b) if the professional is absent due to an accident or an illness: the maximum number of suspension weeks corresponds to the total number of weeks during which the situation exists, up to a maximum of 15 weeks;
- c) if the professional is absent due to a situation covered by section 79.8 of the *Act respecting labour standards* (R.S.Q., c. N-1.1): the maximum number of suspension weeks corresponds to the total number of weeks during which the situation exists, up to a maximum of 6 weeks.

During such suspensions, the professional is considered on leave without salary and shall not receive any allowances or benefits from the Board. The professional is entitled to benefits prescribed in clause 5-13.32.

Adoption leave and leaves without salary for adoption purposes**Adoption leave****5-13.24**

- A) The professional who legally adopts a child, other than his or her spouse's child, is entitled to a maximum of 10 weeks of adoption leave which, subject to paragraphs C) and D) of the present clause, must be taken consecutively. To be granted, the leave must be requested in writing to the Board at least 2 weeks in advance.

The leave of a professional who is ineligible for QPIP benefits must 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 parental insurance payments.

The leave of a professional who is ineligible for QPIP 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) Extension of the adoption leave

A professional who, before the expiry date of his or her adoption leave, sends the Board a notice accompanied by a medical certificate attesting that the state of health of the child requires it, is entitled to extend his or her adoption leave for the duration indicated in the medical certificate.

During the extended leave, the professional is considered on leave without salary and shall not receive any allowances or benefits from the Board. The professional is entitled to benefits prescribed in clause 5-13.32 during this period.

- C) Suspension of the adoption leave

When the child is hospitalized, the professional may interrupt his or her adoption leave, upon agreement with the Board, and return to work for the duration of the hospitalization.

D) Division of the adoption leave

Upon request from the professional, the adoption leave may be divided into weeks and suspended for a maximum number of weeks that may vary according to the following situations:

- a) if his child is hospitalized: the maximum number of suspension weeks corresponds to the number of weeks the child is in the hospital;
- b) if the professional is absent due to an accident or an illness: the maximum number of suspension weeks corresponds to the total number of weeks during which the situation exists, up to a maximum of 15 weeks;
- c) if the professional is absent due to a situation covered by section 79.8 of the *Act respecting labour standards* (R.S.Q., c. N-1.1): the maximum number of suspension weeks corresponds to the total number of weeks during which the situation exists, up to a maximum of 6 weeks.

During such suspensions, the professional is considered on leave without salary and shall not receive any allowances or benefits from the Board. The professional is entitled to benefits prescribed in clause 5-13.32.

E) When the professional resumes the suspended or divided adoption leave under paragraphs C) and D), the Board pays the professional the allowance to which he or she would have been entitled had he or she not availed himself or herself of the suspension or division; this allowance is paid for the number of weeks remaining under paragraph A).

F) During the leave, the professional is entitled to the benefits prescribed in clauses 5-13.15 and 5-13.16, insofar as he or she is normally entitled to them, and in clause 5-13.19.

G) During the 4th week preceding the termination of the 10-week adoption leave, the Board must send the professional a notice indicating the anticipated termination date of the leave.

The professional to whom the Board has sent such a notice must report to work upon the termination of the adoption leave, unless the leave is extended as prescribed in clause 5-13.31.

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

5-13.25 Cases eligible for the Québec Parental Insurance Plan or the Employment Insurance Plan

A) During the 10 weeks of adoption leave provided for in paragraph A) in clause 5-13.24, the professional shall receive an allowance equal to the difference between his or her basic weekly salary and the amount of benefits he or she:

- is receiving or would receive, upon request, under the QPIP;
- is receiving under the Employment Insurance Plan.

B) The allowance is based on the QPIP or the Employment Insurance Plan benefits to which a professional is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the *Act respecting parental insurance* (R.S.Q., c. A-29.011) or the Employment Insurance Plan.

However, a professional who works for more than one employer shall receive an allowance equal to the difference between his or her basic weekly salary paid by the Board and the amount of the QPIP benefit or of the Employment Insurance Plan benefits corresponding to the proportion of the basic weekly salary paid by the Board compared to the total basic weekly salaries paid by all the employers. For that purpose, the professional shall submit to each of 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) or the Employment Insurance Plan.

- C) The Board may not offset, by the allowance that it pays to the professional on adoption leave, the reduction in the benefits under the QPIP or the Employment Insurance Plan attributable to the salary earned from another employer.

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

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

The total amounts received by the professional during his or her adoption leave as QPIP or Employment Insurance Plan benefits, allowances and salary may not exceed the basic weekly salary paid by the Board or, where applicable, his or her employers.

5-13.26 In the cases prescribed in paragraph A) in clauses 5-13.24 and 5-13.25

- A) No allowance may be paid during a period of vacation for which the professional is paid.
- B) Unless the salary is paid on a weekly basis, the allowance is paid by the Board every 2 weeks, the first payment being due to the professional eligible to QPIP or Employment Insurance Plan benefits only 15 days after the Board obtains proof that the professional is receiving benefits from one of the 2 plans. For purposes of this paragraph, a statement of benefits, a stub and information provided by the Ministère de l'Emploi et de la Solidarité sociale or by HRSD to the Board in an official statement shall be considered proof.
- C) The basic weekly salary of the professional whose work week includes a number of hours lower than the one prescribed in article 8-1.00 is the average basic weekly salary for the 20 weeks preceding the adoption leave.

If, during that period, the professional has received benefits based on a certain percentage of his or her regular salary, it is understood that his or her basic salary for the adoption leave shall be based on the basic salary on which the benefits were based.

If the period of 20 weeks preceding the adoption leave of the professional whose work week includes a number of hours lower than the one prescribed in article 8-1.00 includes the date on which the salary rates and scales are increased, the basic weekly salary shall be based on the salary rate in effect on that date. If, however, the adoption leave includes that date, the basic weekly salary shall be adjusted on that date according to the applicable salary scale adjustment rate.

The provisions of this paragraph shall constitute one of the express stipulations prescribed by clause 5-13.04.

5-13.27 Cases ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan

A professional, who is not entitled to adoption benefits under the QPIP or parental benefits under the Employment Insurance Plan, who adopts a child other than his or her spouse's child shall receive, during the adoption leave provided for in paragraph A) in clause 5-13.24, a benefit equal to his or her basic weekly salary.

5-13.28 Leave for the purposes of adopting the spouse's child

A professional who legally adopts his or her spouse's child is 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 child's arrival in the family residence.

During the leave, the professional is entitled to the benefits prescribed in clauses 5-13.15 and 5-13.16, insofar as she or he is normally entitled to them, and in clause 5-13.19.

Leaves without salary for adoption purposes**5-13.29**

A professional is entitled to a leave without salary of a maximum duration of 10 weeks to adopt a child, other than the spouse's child, beginning on the date on which the professional assumes full legal responsibility for the child. To be granted, the leave must be requested in writing to the Board at least 2 weeks in advance.

The professional who travels outside Québec in order to adopt a child, other than his or her spouse's child, shall be granted, for that purpose and upon a written request submitted to the Board 2 weeks in advance, where possible, a leave of absence without salary for the time necessary for such travel. If the professional effectively takes charge of the child, the maximum duration of the leave without salary is 10 weeks, as prescribed in the preceding subparagraph.

However, the adoption leave ends no later than the week following the start of benefit payments that he or she:

- is receiving or would receive, upon request, under the QPIP;
- is receiving under the Employment Insurance Plan.

The provisions prescribed in paragraph A) of clause 5-13.24 apply.

During the leave of absence, the professional is entitled to the benefits prescribed in clause 5-13.32.

5-13.30

However, if following the leave for adoption purposes for which the professional received the allowance paid under clause 5-13.25 or 5-13.27 no adoption results, the professional is considered as having taken his or her leave as prescribed in clause 5-13.29, and he or she shall reimburse the allowance or salary received as prescribed in clause 6-11.09.

Leave of absence without salary and part-time leave of absence without salary**5-13.31**

- A) A professional is entitled to a 2-year leave without salary when this leave is taken immediately after one of the following leaves:
- a) the maternity leave prescribed in clause 5-13.05;
 - b) the paternity leave prescribed in paragraph A) of clause 5-13.23;
 - c) the adoption leave prescribed in paragraph A) of clause 5-13.24.

The professional whose workweek includes the number of hours prescribed in article 8-1.00 and who does not avail himself or herself of the leave of absence without salary shall be entitled to a part-time leave of absence without salary established over a maximum period of 2 years.

To obtain a leave without salary, the professional must submit a written request to be Board no later than 2 weeks in advance. In the case of part-time leave without salary, the request must be made no later than 30 days in advance. All requests must include the return date and the schedule of the leave.

For the duration of the leave, the professional shall be authorized, following a written request submitted to the Board at least 30 days in advance, to avail himself or herself once of one of the following changes:

- from a leave without salary to a part-time leave without salary or the reverse, as the case may be;
- from part-time leave without salary to a different part-time leave without salary.

The professional and the Board shall agree on the date on which the change shall take effect.

The professional whose workweek includes fewer hours than the regular workweek prescribed in article 8-1.00 shall also be entitled to the part-time leave without salary. However, the other provisions of the agreement concerning the determination of the number of working hours shall continue to apply.

In the case of a professional whose regular work week includes the number of hours prescribed in article 8-1.00 who takes part-time leave without salary, in the event of disagreement from the Board as to the number of days of leave in the week, the professional is entitled to a maximum of 2.5 days per week or the equivalent, for a maximum of 2 years. The Board and the professional agree on the schedule of the leave. If there is a disagreement on this schedule, the Board will set the schedule. If the professional is not satisfied with the distribution of the leave as decided by the Board, he or she may choose to cancel the leave.

In the case of a professional whose regular work week includes fewer hours than prescribed in article 8-1.00 who takes part-time leave without salary, the Board and the professional agree on the schedule of the leave. If there is a disagreement, the Board will set the schedule. If the professional is not satisfied with the distribution of the leave as decided by the Board, he or she may choose to cancel the leave.

The professional who does not avail himself or herself of the leave without salary or the part-time leave without salary may, for the portion of the leave which his or her spouse has not taken, benefit, at his or her choice, from a leave without salary or part-time leave without salary by following the formalities prescribed.

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

During a part-time leave without salary, the professional shall retain the right, if he or she has such a right, to use the days of sick leave provided for in article 5-10.00.

- B) The professional who does not use the leave prescribed in the preceding paragraph A) may benefit after the birth or adoption of his or her child from a leave without salary for a maximum period of 52 continuous weeks which begins at the time the professional chooses and ends no later than 70 weeks after the birth or, in the case of an adoption, 70 weeks after he or she assumes full legal responsibility for the child.

5-13.32

During a leave of absence without salary, the professional shall accumulate his or her seniority, retain his or her experience and continue to participate in the applicable basic health insurance plan provided that he or she pay his or her premium contribution for the first 52 weeks of the leave and the total amount of the required premiums for the following weeks. Moreover, the professional may also continue to participate in the other insurance plans applicable to him or her if he or she so requests at the beginning of the leave and pays the total amount of the premiums.

During the part-time leave without salary, the professional shall accumulate his or her seniority on the same basis as prior to the leave and for the proportion of hours worked, he or she shall be governed by the provisions applicable to the professional whose workweek includes fewer hours than the regular workweek prescribed in article 8-1.00.

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

5-13.33

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

5-13.34

The professional to whom the Board has sent a 4-week notice indicating the termination date of the leave of absence without salary must submit a notice of his or her return at least 2 weeks before the termination of the leave, failing which, he or she shall be considered as having resigned.

The professional who wishes to terminate his or her leave of absence without salary before the anticipated date must submit a written notice to this effect at 21 days prior to his or her return. In the case of a leave without salary exceeding 52 weeks, the notice shall be submitted at least 30 days in advance.

5-13.35

On returning to the Board from a leave without salary or a part-time leave without salary, the professional shall be reinstated in his or her position. If the position is abolished, the professional shall be entitled to the benefits he or she would have had had he or she been at work at that time.

5-13.36 Leaves for parental responsibilities

- A) A leave without salary or a part-time leave without salary for a maximum of one year shall be granted to a professional whose minor child experiences socioemotional problems or is handicapped or ill and who requires his or her care. The Board and the professional shall agree on the terms and conditions of the leave. Failing agreement, the Board shall determine the terms and conditions of the leave. If the professional is not satisfied with the terms and conditions determined by the Board, he or she may renounce such a leave.
- B) Subject to the other provisions of the agreement, the professional may be absent from work for a maximum of 6 days per school year, in cases where his or her presence is required, to fulfill obligations relating to the health, safety or education of his or her child or spouses child.

The days thus used shall be deducted from the professional's annual bank of sick-leave days or, failing that, the absences shall not be remunerated. The leave may be taken in half-days.

Section 5 Miscellaneous provisions

5-13.37 Premium for regional disparities

The professional who is entitled to a premium for regional disparities prescribed in the agreement shall receive the premium during her maternity leave prescribed in section 2.

Notwithstanding the foregoing, the total amount received by the professional in employment insurance benefits, allowances and premiums cannot exceed 95% of the amount that constitutes her basic salary and the premium for regional disparities.

The professional who benefits from the leave for adoption prescribed in paragraph A) of clause 5-13.24 shall be entitled to 100% of the premium for regional disparities during his or her leave for adoption.

5-13.38

Any allowance or benefit referred to in this article for which payment began before a strike or lockout shall continue to be paid during the strike or lockout.

5-13.39

If it is established before an arbitrator that a regular professional who has not completed the probation period prescribed in clause 5-5.03 benefited from a maternity leave or a leave without salary or part-time leave without salary to extend a maternity leave and that the Board nonreengaged her, the latter must prove that it terminated her employment for reasons other than her having benefited from the maternity leave or the leave without salary or part-time leave without salary.

5-13.40 Benefits from the the Employment Insurance Plan

The government guarantees that, as of the date of the coming into force of this collective agreement, the professional may receive, during her maternity leave, the full or partial benefits payable by the Board under section 2 regardless of the changes made to the eligibility criteria for employment insurance which could arise after that date but on the condition that the foregoing is admissible under the Employment Insurance Plan.

Moreover, the parties shall meet to discuss any problem which could arise as a result of the following:

- i) if HRDC were to have additional requirements with respect to the final written authorization allowing the plan to be registered as an employment insurance benefit;
- ii) if, thereafter, HRDC were to modify its requirements during the term of the collective agreement.

It is understood that the discussions do not constitute a reopening of the agreement.

5-13.41

Should any changes occur in the QPIP, to the *Employment Insurance Act* (R.S.C. 1996, c. 23), to the *Act respecting labour standards* (R.S.Q., c. N-1.1) with respect to parental rights, it is understood that the parties shall meet to discuss the possible impact of these changes on the present parental rights.

5-13.42

The working conditions regarding parental rights in effect on December 31, 2005, shall continue to be in effect after January 1, 2006 for the professional who, on December 31, 2005, is entitled to benefits from the Employment Insurance Plan of the federal government.

5-14.00 NONDISCRIMINATION**5-14.01**

There shall be no threat, constraint or discrimination on the part of the Board or the Union against a professional because of race, colour, sex, sexual orientation, civil status, religion, political opinions, language, nationality, ethnic or national origin, social condition, the fact that he or she is a handicapped person or that he or she uses means to alleviate his or her handicap.

Notwithstanding this clause, the Board may adopt programs, such as hiring, training, professional improvement, promotion programs, etc. designed to improve the situation of the beneficiaries under the James Bay Agreement. Any distinction, exclusion or preference established by these programs shall be considered nondiscriminatory.

5-14.02

No threat, constraint, discrimination or unjust distinction shall be exercised against a board representative, a union delegate or union representative in the course of or as a result of the performance of his or her duties in that capacity.

5-14.03

There shall be no intimidation, reprisals or discrimination against a professional because of the fact that he or she exercises a right or recourse prescribed by law or this agreement.

5-15.00 EQUAL OPPORTUNITY**5-15.01**

The Board which decides to implement a voluntary equal opportunity program, other than a program referred to in clause 5-14.01, shall consult the Union, through the Labour Relations Committee, on the contents of the program.

5-15.02

The consultation shall focus on the following:

- a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel, it being specified that only one equal opportunity committee may exist at the Board and that the Union shall appoint its representative to that committee.

Should such a committee be set up, consultation on the items in the following subparagraphs b) and c) shall be carried out by the committee;

- b) the diagnostic analysis, where applicable;
- c) the contents of the equal opportunity program, namely:
 - the objectives sought,
 - the corrective measures,
 - the time frame,
 - the control mechanisms allowing the evaluation of the progress made and problems encountered.

5-15.03

In the context of the consultation prescribed in clause 5-15.02, the Board shall forward relevant information to the Union within a reasonable time limit.

5-15.04

In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the agreement must be the subject of a written agreement under clause 9-4.03.

5-15.05

The provisions of this article shall not apply to a program referred to in clause 5-14.01.

A1 5-16.00 HARASSMENT IN THE WORKPLACE**Section 1 Sexual harassment****5-16.01**

Sexual harassment in the workplace is defined as imposed or unwanted sexual advances that compromise a right recognized by this agreement.

5-16.02

The professional shall be entitled to work in an environment free of sexual harassment.

5-16.03

The Board shall take reasonable measures in order to promote a working environment free of sexual harassment and to stop any sexual harassment brought to its attention.

5-16.04

Every grievance concerning sexual harassment in the workplace shall be submitted to the Board by the plaintiff or the Union, with the plaintiff's consent, according to the procedure prescribed in article 9-2.00. The second paragraph of clause 4-2.03 shall not apply to that grievance.

5-16.05

The authority designated by the Board must meet the union representative, accompanied or not by the plaintiff, to discuss the grievance at a time agreed to between the parties.

5-16.06

Should a solution be deemed unsatisfactory within 30 days of the meeting referred to in clause 5-16.05, the plaintiff or the Union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure prescribed in article 9-3.00.

5-16.07

The names of the persons concerned and the circumstances surrounding the grievance must be treated in a confidential manner, particularly by the Board and the Union, except if the information is required for the inquiry related to the grievance or for the application of a measure taken in conformity with the agreement.

5-16.08

A grievance concerning sexual harassment shall be given hearing priority.

Section 2 Psychological harassment**5-16.09**

The Board and the Union recognize that every professional is entitled to a workplace free from psychological harassment as prescribed in division V.2 of Chapter IV of the *Act respecting labour standards* (R.S.Q., c. N-1.1).

5-16.10

The Board and the Union recognize that psychological harassment is reprehensible and they shall work together to prevent it.

5-16.11

Upon written request from one or more plaintiffs, the Board and the Union shall establish, within 10 days of receiving the request, a committee made up of one member designated by each party.

5-16.12

The mandate of this committee is to study the facts and circumstances on which is based the complaint or the grievance, and to recommend, if need be, appropriate measures to be taken.

The committee gives its reports to the parties and to plaintiff or plaintiffs within 30 days following its appointment date.

5-16.13

When a meeting of the committee prescribed in the previous clause is held, the travel and living expenses of the union representative are paid by the Board if these expenses are incurred in accordance with the regulation concerning travel expenses in effect at the Board.

In addition, the leave for union activities is not reimbursable by the Union.

5-16.14

Any grievance dealing with psychological harassment is subject to the regulations and procedures prescribed in Chapter 9-0.00 of the agreement.

CHAPTER 6-0.00 REMUNERATION

A2 6-1.00 ANNUAL SALARY SCALES AND RATES

6-1.01

The Board shall pay the professional for each day remunerated 1/260.9 of the salary prescribed below for his or her classification and placement for the periods for the periods indicated at the top of each scale rate:

2102	Librarian
2107	Student Life Animator
2114	Academic and Vocational Information Counsellor
2115	Dietician/Nutritionist
2118	Finance Officer
2119	Communications Consultant
2121	Administration Officer
2140	Translator
2141	Spiritual Care and Guidance, and Community Involvement Animator
2146	Certified Translator
2155	Nutrition Consultant

Step	Rates up to 2006-03-31 (\$)	Rates from 2006-04-01 to 2007-03-31 (\$)	Rates from 2007-04-01 to 2008-03-31 (\$)	Rates from 2008-04-01 to 2009-03-31 (\$)	Rates as of 2009-04-01 (\$)
1	33 931	34 610	35 302	36 008	36 728
2	35 063	35 764	36 479	37 209	37 953
3	36 279	37 005	37 745	38 500	39 270
4	37 538	38 289	39 055	39 836	40 633
5	38 845	39 622	40 414	41 222	42 046
6	40 193	40 997	41 817	42 653	43 506
7	41 583	42 415	43 263	44 128	45 011
8	43 793	44 669	45 562	46 473	47 402
9	45 357	46 264	47 189	48 133	49 096
10	47 001	47 941	48 900	49 878	50 876
11	48 684	49 658	50 651	51 664	52 697
12	50 465	51 474	52 503	53 553	54 624
13	52 321	53 367	54 434	55 523	56 633
14	54 242	55 327	56 434	57 563	58 714
15	56 237	57 362	58 509	59 679	60 873
16	57 621	58 773	59 948	61 147	62 370
17	59 037	60 218	61 422	62 650	63 903
18	62 475	63 725	65 000	66 300	67 626

2106	Readaptation Officer ¹
2111	Social Worker ¹
2116	Occupational Therapist ¹
2149	Social Service Officer ¹
2150	Psychoeducator ¹
2151	Functional Rehabilitation Officer ¹

Step	Rates from 2005-11-20 to 2006-03-31 \$	Rates from 2006-04-01 to 2006-11-20 \$	Rates from 2006-11-21 to 2007-03-31 \$	Rates from 2007-04-01 to 2007-11-20 \$	Rates from 2007-11-21 to 2008-03-31 \$	Rates from 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
1	34 902	35 600	35 801	36 517	36 725	37 460	38 209
2	36 067	36 788	36 996	37 736	37 950	38 709	39 483
3	37 316	38 062	38 277	39 043	39 265	40 050	40 851
4	38 611	39 383	39 606	40 398	40 629	41 442	42 271
5	39 956	40 755	40 986	41 806	42 041	42 882	43 740
6	41 344	42 171	42 410	43 258	43 502	44 372	45 259
7	42 774	43 629	43 876	44 754	45 006	45 906	46 824
8	45 046	45 947	46 207	47 131	47 397	48 345	49 312
9	46 656	47 589	47 858	48 815	49 091	50 073	51 074
10	48 345	49 312	49 591	50 583	50 870	51 887	52 925
11	50 078	51 080	51 369	52 396	52 692	53 746	54 821
12	51 910	52 948	53 248	54 313	54 618	55 710	56 824
13	53 818	54 894	55 205	56 309	56 629	57 762	58 917
14	55 794	56 910	57 232	58 377	58 707	59 881	61 079
15	57 846	59 003	59 337	60 524	60 866	62 083	63 325
16	59 272	60 457	60 799	62 015	62 364	63 611	64 883
17	60 727	61 942	62 293	63 539	63 897	65 175	66 479
18	64 264	65 549	65 920	67 238	67 621	68 973	70 352

2147	Preschool Education Consultant
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Step	Rates up to 2006-03-31 (\$)	Rates from 2006-04-01 to 2007-03-31 (\$)	Rates from 2007-04-01 to 2008-03-31 (\$)	Rates from 2008-04-01 to 2009-03-31 (\$)	Rates as of 2009-04-01 (\$)
1	34 489	35 179	35 883	36 601	37 333
2	35 635	36 348	37 075	37 817	38 573
3	36 878	37 616	38 368	39 135	39 918
4	38 157	38 920	39 698	40 492	41 302
5	39 478	40 268	41 073	41 894	42 732
6	40 856	41 673	42 506	43 356	44 223
7	42 273	43 118	43 980	44 860	45 757
8	44 524	45 414	46 322	47 248	48 193
9	46 097	47 019	47 959	48 918	49 896
10	47 786	48 742	49 717	50 711	51 725
11	49 492	50 482	51 492	52 522	53 572
12	51 298	52 324	53 370	54 437	55 526
13	53 182	54 246	55 331	56 438	57 567
14	55 141	56 244	57 369	58 516	59 686
15	57 160	58 303	59 469	60 658	61 871
16	58 577	59 749	60 944	62 163	63 406
17	60 013	61 213	62 437	63 686	64 960
18	63 507	64 777	66 073	67 394	68 742

¹ For earlier periods included between November 21, 2001 and November 19, 2005, see the columns with the corresponding scale rates in Appendix O.

2120 Analyst

Step	Rates up to 2006-03-31 (\$)	Rates from 2006-04-01 to 2007-03-31 (\$)	Rates from 2007-04-01 to 2008-03-31 (\$)	Rates from 2008-04-01 to 2009-03-31 (\$)	Rates as of 2009-04-01 (\$)
1	35 126	35 829	36 546	37 277	38 023
2	36 417	37 145	37 888	38 646	39 419
3	37 768	38 523	39 293	40 079	40 881
4	39 201	39 985	40 785	41 601	42 433
5	40 661	41 474	42 303	43 149	44 012
6	42 168	43 011	43 871	44 748	45 643
7	43 789	44 665	45 558	46 469	47 398
8	46 241	47 166	48 109	49 071	50 052
9	48 004	48 964	49 943	50 942	51 961
10	49 845	50 842	51 859	52 896	53 954
11	51 762	52 797	53 853	54 930	56 029
12	53 747	54 822	55 918	57 036	58 177
13	55 825	56 942	58 081	59 243	60 428
14	57 995	59 155	60 338	61 545	62 776
15	60 285	61 491	62 721	63 975	65 255
16	61 769	63 004	64 264	65 549	66 860
17	63 286	64 552	65 843	67 160	68 503
18	64 870	66 167	67 490	68 840	70 217

2112 Speech Therapist or Audiologist¹
2152 Speech and Hearing Correction Officer¹

Step	Rates from 2005-11-20 to 2006-03-31 \$	Rates from 2006-04-01 to 2006-11-20 \$	Rates from 2006-11-21 to 2007-03-31 \$	Rates from 2007-04-01 to 2007-11-20 \$	Rates from 2007-11-21 to 2008-03-31 \$	Rates from 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
1	35 179	35 883	35 894	36 612	36 622	37 354	38 101
2	36 471	37 200	37 211	37 955	37 968	38 727	39 502
3	37 823	38 579	38 591	39 363	39 376	40 164	40 967
4	39 261	40 046	40 058	40 859	40 870	41 687	42 521
5	40 723	41 537	41 549	42 380	42 393	43 241	44 106
6	42 232	43 077	43 090	43 952	43 964	44 843	45 740
7	43 854	44 731	44 744	45 639	45 653	46 566	47 497
8	46 310	47 236	47 250	48 195	48 210	49 174	50 157
9	48 075	49 037	49 052	50 033	50 047	51 048	52 069
10	49 920	50 918	50 933	51 952	51 967	53 006	54 066
11	51 841	52 878	52 894	53 952	53 965	55 044	56 145
12	53 828	54 905	54 921	56 019	56 036	57 157	58 300
13	55 908	57 026	57 043	58 184	58 202	59 366	60 553
14	58 081	59 243	59 261	60 446	60 465	61 674	62 907
15	60 375	61 583	61 601	62 833	62 852	64 109	65 391
16	61 863	63 100	63 119	64 381	64 400	65 688	67 002
17	63 382	64 650	64 669	65 962	65 981	67 301	68 647
18	64 967	66 266	66 286	67 612	67 621	68 973	70 352

¹ For earlier periods included between November 21, 2001 and November 19, 2005, see the columns with the corresponding scale rates in Appendix O.

2104	Education Consultant
2109	Guidance Counsellor
2113	Psychologist
2142	Spiritual, Religious and Moral Education Consultant
2143	Project Development Officer
2153	Counsellor in Academic Training
2154	Counsellor in Reeducation

Step	Rates up to 2006-03-31 (\$)	Rates from 2006-04-01 to 2007-03-31 (\$)	Rates from 2007-04-01 to 2008-03-31 (\$)	Rates from 2008-04-01 to 2009-03-31 (\$)	Rates as of 2009-04-01 (\$)
1	34 510	35 200	35 904	36 622	37 354
2	35 823	36 539	37 270	38 015	38 775
3	37 187	37 931	38 690	39 464	40 253
4	38 605	39 377	40 165	40 968	41 787
5	40 075	40 877	41 695	42 529	43 380
6	41 617	42 449	43 298	44 164	45 047
7	43 250	44 115	44 997	45 897	46 815
8	46 157	47 080	48 022	48 982	49 962
9	47 981	48 941	49 920	50 918	51 936
10	49 878	50 876	51 894	52 932	53 991
11	51 869	52 906	53 964	55 043	56 144
12	53 944	55 023	56 123	57 245	58 390
13	56 145	57 268	58 413	59 581	60 773
14	58 405	59 573	60 764	61 979	63 219
15	60 801	62 017	63 257	64 522	65 812
16	62 297	63 543	64 814	66 110	67 432
17	63 830	65 107	66 409	67 737	69 092
18	65 425	66 734	68 069	69 430	70 819

6-2.00 PROVISIONS CONCERNING REMUNERATION**A2 6-2.01 Increase in salary scales and rates**

The salary scales and rates applicable to professionals have a 2%-increase on April 1 for each year in 2006, 2007, 2008 and 2009, as per Appendix 1 of the *Act respecting conditions of employment in the public sector* (2005, chapter 43); these scales and rates are prescribed in article 6-1.00. Moreover, the scales and rates from Appendix O on pay equity include the modifications therein.

A2 6-2.02 Overscale professionals

- A) The professional whose salary rate on the day preceding the date on which the salary scales and rates are increased is higher than the maximum of the salary scale in effect for his or her employment group shall receive, on the date on which the salary scales and rates are increased, a minimum rate of increase equal to half of the percentage increase applicable, on April 1 of the period concerned in relation to the preceding March 31, to the maximum step of the salary scale of the preceding March 31 corresponding to his or her employment group.
- B) If the application of the minimum rate of increase determined in paragraph A) of this clause has the effect of placing, on April 1 a professional who was overscale on March 31 of the preceding year at a salary which is lower than the maximum step of the salary scale corresponding to his or her employment group, the minimum rate of increase is brought to the percentage necessary to permit the professional to reach that step.
- C) The difference between, on the one hand, the percentage increase of the maximum step of the salary scale corresponding to the professional's employment group and, on the other hand, the minimum rate of increase determined under paragraphs A) and B) of this clause shall be paid to him or her as a lump sum based on his or her salary rate on March 31.
- D) The lump sum shall be spread and paid over each pay period in proportion to the regular hours paid for the pay period.
- E) Paragraphs 5 and 6 of section 1 of Appendix O apply to the overscale professionals belonging to one of the groups concerned in Appendix O on pay equity.

6-2.03 Premium for professional coordination

- A) The professional who, at the specific request of the Board, assumes responsibility to coordinate and supervise a team of at least 4 professionals shall receive a premium equal to 5% of his or her salary rate.

The responsibility shall include, in particular, the distribution of the work and control over the quality of the work of the professionals on the team.

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

6-3.00 RECOGNITION OF EXPERIENCE UPON ENGAGEMENT**6-3.01**

The professional who has one or more years of experience deemed directly relevant to the performance of his or her function shall be placed in the step corresponding to his or her years of experience, taking into account the time spent in a step established in article 6-10.00.

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

6-3.02

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

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

6-3.03

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

If the division of the number of months of work by 12 results in a remainder equal to or greater than 9 months, the remainder shall correspond to one year of experience.

If the division results in a remainder equal to or greater than 4 months but less than 9 months, the remainder shall correspond to one half year of experience for the professional in steps 1 to 8.

6-3.04

The professional in service on the date of the coming into force of the agreement or the professional who will subsequently be engaged, who does not meet the minimum academic qualifications prescribed in the Classification Plan, shall be deemed to meet the qualifications for the purpose of applying the agreement, with the exception of article 6-4.00.

6-4.00 RECOGNITION OF SCHOOLING**6-4.01**

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

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

6-4.02

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

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

A maximum of 3 years of schooling may be counted for the purposes of experience under this clause.

6-4.03

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

6-4.04

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

6-5.00 PLACEMENT OF THE PROFESSIONAL UPON ENGAGEMENT**6-5.01**

The step in which a professional is placed shall be determined by the Board on the date of his or her engagement by taking into account his or her qualifications and experience, subject to the provisions of articles 6-3.00 and 6-4.00.

6-5.02

The professional whom the Board deems without experience directly relevant to the performance of his or her duties shall be placed at the first step, subject to the provisions of article 6-4.00.

6-6.00 PLACEMENT OF THE PROFESSIONAL IN THE EVENT OF A TRANSFER**6-6.01**

The transferred professional shall be placed in his or her new salary scale as if he or she were newly engaged according to the rules prescribed in article 6-5.00.

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

6-7.00 PLACEMENT ON THE DATE OF THE COMING INTO FORCE OF THE AGREEMENT**6-7.01**

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

6-8.00 CLASSIFICATION**6-8.01**

The professional shall remain classified in the employment group in which he or she was on the date of the coming into force of the agreement.

6-8.02

The professional who is engaged after the date of the coming into force of the agreement shall be classified in one of the employment groups prescribed in the Classification Plan, taking into account the function which the Board assigns to him or her.

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

6-8.03

Notwithstanding clause 6-8.01, the professional whose duties have been changed may lodge a grievance if he or she believes that such a change involves a transfer to another employment group with a higher salary scale. Such a grievance is comparable to a continuous grievance and shall have no retroactive effect prior to the date on which the grievance was submitted.

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

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

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

6-8.04

The Board may assign to a professional the duties of 2 employment groups. In this case, the professional shall be classified in the employment group to which he or she is assigned for more than half of his or her time.

If the time is equally divided between the 2 employment groups, the professional shall be classified in the employment group with the higher salary scale.

6-9.00 ADDITION OF NEW EMPLOYMENT GROUPS TO THE CLASSIFICATION PLAN DURING THE AGREEMENT**6-9.01**

Subject to the other clauses of this article, and for the duration of the agreement, the Classification Plan may only be changed following an agreement between the parties at the provincial level.

6-9.02

The management group at the provincial level may add an employment group to the Classification Plan but it must first consult the Union group at the provincial level.

6-9.03

The parties at the provincial level shall agree to discuss, within 30 days of the request of one of the parties, the salary scales of the employment groups which will be added to the Classification Plan during the agreement.

6-9.04

Should the parties at the provincial level fail to agree on the salary scales at the end of the 30 days prescribed in the preceding clause, one of the parties may, within 45 days of the disagreement, submit it directly to arbitration as prescribed in article 9-2.00. The arbitrator to whom the disagreement is referred shall determine the salary scales on the basis of those prescribed in the agreement or in the public sector for employment groups of a similar nature. The disagreement shall be given priority when preparing the arbitration roll.

6-10.00 ADVANCEMENT IN STEP**6-10.01**

The normal duration in one step shall be one year, but it shall be only 6 months in the case of the first 8 steps.

6-10.02

The advancement in step shall be granted on July 1 or January 1, provided that the professional has completed, in this capacity, a continuous period of at least 9 full months in the case of an annual advancement or of at least 4 full months in the case of a semi-annual advancement since his or her last advancement in step or since his or her entry into service as a professional.

For the purpose of applying this clause, any period during which the professional receives his or her salary, any period during which he or she is on leave for educational purposes, any period during which he or she is on a parental leave prescribed in clauses 5-13.05, 5-13.08, 5-13.20, and in paragraph A) of clause 5-13.24 as well as absences for disability for which the total duration does not exceed 3 months per school year shall be considered as a work period.

6-10.03

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

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

6-10.04

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

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

6-10.05

On the date of his or her regular advancement in step, the professional shall benefit, where applicable, from an additional advancement in step under article 6-4.00.

However, in applying the provisions of the second paragraph of clause 6-4.02, the professional who, in the case of an annual advancement in step, is entitled to have 1/2 year of experience recognized as a result of the fact that he or she has successfully completed his or her master's degree on the date of his or her regular advancement in step, shall be granted an advancement in step on July 1 or January 1 immediately following the date of his or her regular advancement in step. This paragraph shall have the effect of modifying the date of the professional's regular advancement in step.

6-10.06

No advancement in step is granted in 1983, except if it results from an advancement in class under article 6-12.00 of the 1983-1985 agreement or if it results from an advancement in step under article 6-4.00. The step thus lost may in no way be recovered and the experience acquired during 1983 may in no way be taken into account in granting a step. This clause shall not modify the date of the professional's advancement in step.

6-11.00 PAYMENT OF SALARY**6-11.01**

The total salary of a professional shall be paid by cheque sent to his or her place of work, under individual cover, every second Thursday.

6-11.02

Should the Thursday not be a working day, the payment shall be remitted to the professional on the last working day preceding the Thursday.

6-11.03

The amounts payable to a professional during his or her vacation shall be remitted before his or her departure on vacation.

6-11.04

The professional who leaves the service of the Board before the end of the school year for whatever reason shall receive, upon his or her departure, the amounts which are owing to him or her and the accumulated days of vacation due; for calculation purposes, each day thus paid shall be equal to 1/260.9 of the salary prescribed in article 6-1.00 for his or her classification and placement.

6-11.05

The cheque stub must contain the following information:

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

6-11.06

Following an agreement between the local parties, the Board shall deduct from the salary of the professional who so authorizes in writing a regular amount to be deposited in a financial institution.

6-11.07

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

The Board shall give or send the professional his or her pay cheque in the pay period following his or her departure. The fringe benefits redeemable under the agreement shall be paid to the professional no later than 45 days after his or her departure.

6-11.08

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

6-11.09

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

6-11.10

A professional who leaves the employment of the Board shall retain, after his or her departure, the right to contest by means of a grievance, according to the procedure prescribed in Chapter 9-0.00, the application by the Board of clauses 6-11.04 and 6-11.07.

6-11.11

The Board and the Union may agree in writing on a method of payment other than that prescribed in this article. The Board and a professional may agree in writing on a method of payment different from that prescribed in this article, such as credit transfer.

CHAPTER 7-0.00 FRINGE BENEFITS RELATED TO WORKING CONDITIONS**7-1.00 SENIORITY****7-1.01**

The professional in the employ of the Board on the date of the coming into force of the agreement shall retain the seniority already acquired on that date.

A1 7-1.02

Seniority shall be the period of employment in years, months and days at the Board either as a professional or in another capacity.

7-1.03

A resignation, dismissal or nonreengagement shall entail the loss of seniority. However, a full-time regular professional who has been nonreengaged and who benefits from the priority of employment prescribed in clause 5-6.06 shall maintain the seniority acquired at the time of his or her nonreengagement for a period not exceeding 2 years.

7-1.04

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

7-1.05

The Union or the professional can contest by grievance a professional's seniority only within a time limit of 30 days of the posting of the seniority list or after the professional receives the list.

7-1.06

The alienation, total or partial concession, division, amalgamation or change in the legal structure of the Board shall not affect the seniority of a professional in the employ of a board or boards affected by the alienation, total or partial concession, division, amalgamation or change in the legal structure; the seniority of the professional shall be the same as that he or she would have had had the change not occurred.

7-1.07

The seniority of a professional whose workweek includes fewer hours than that prescribed in article 8-1.00 shall be calculated in proportion to the number of regular hours prescribed in his or her schedule in relation to that of the regular workweek prescribed in article 8-1.00.

7-2.00 LEAVES FOR EDUCATION-RELATED ACTIVITIES**7-2.01**

A professional who is invited to give a lecture on an educational subject or to take part in study sessions (seminars, committees, conferences, pedagogical information days) may take a leave of absence with salary if he or she receives prior approval from the Board.

7-2.02

If he or she receives the prior written authorization of the Board, the professional who wishes to practise his or her profession in an academic or governmental body (Québec, Canadian or foreign) may benefit from a leave without salary under article 7-3.00 for a maximum period of 2 years.

A1 7-3.00 LEAVES OF ABSENCE WITHOUT SALARY**7-3.01**

The Board may grant a professional a leave without salary for one year for reasons it deems valid.

However, the Board cannot refuse a tenured professional who so requests a full-time leave without salary for a maximum duration of one year if the granting of such a leave allows the Board to use the services of a professional on availability, provided that such a professional on availability held, at the time of his or her placement on availability, a position in the locality where the professional who requests the leave without salary is assigned.

The Board may also grant a professional who has acquired his or her tenure under article 5-6.00 a part-time leave of absence without salary for a specific period for reasons it deems valid. The provisions of this article shall apply, with the necessary changes, to the professional who benefits from such a leave.

7-3.02

Notwithstanding the first paragraph of clause 7-3.01, the regular professional shall be entitled, after having completed at least 4 years of continuous service, to a leave without salary for the total number of hours of his or her regular workweek for one school year or for any other period of 12 months agreed to between the professional and the Board. The professional concerned must give the Board a written notice of at least 60 days before the beginning of the school year or the 12-month period during which he or she intends to benefit from such a leave.

7-3.03

The Board shall permit a professional to take a leave without salary for a period that can extend to the end of the school year when the request for leave indicates the expected date of leave and if:

- a) the death of his or her spouse or of his or her dependant child¹ occurred within 30 days prior to the request;
- b) his or her spouse or his or her dependant child suffers from a serious illness which must be confirmed in a medical certificate;
- c) the request for leave is related to his or her family life (divorce, separation, succession, assuming responsibility for the professional's father, mother, in-laws, brother, sister, niece, nephew, grand-child, spouse who can no longer take care of himself or herself, and a child when there is a change in custody arrangements as well as for the traditional Cree adoption). The professional must, upon request from the Board, present any required medical or legal proof.

7-3.04

The professional who is on a leave without salary shall maintain, during his or her absence, his or her tenure and the years of experience recognized upon his or her departure.

7-3.05

Moreover, the professional on a leave without salary shall be entitled:

- a) to apply for positions for which he or she is eligible;
- b) to participate in the group insurance plan prescribed in the agreement, provided that he or she pay in advance the total premiums due including the Board's share.

¹ Within the meaning of clause 5-10.02.

7-3.06

If the professional resigns during or at the end of the leave without salary, he or she shall reimburse any amount paid by the Board for and in the name of the professional.

7-3.07

The Board may cancel the engagement of the professional who does not use his or her leave without salary for the purpose for which he or she obtained it.

7-3.08

A leave of absence without salary shall be subject to the terms and conditions of departure and return to work agreed upon in writing between the Board and the professional.

7-3.09

Upon his or her return, the professional concerned shall be reinstated in the position he or she had at the time of his or her departure or another position to which he or she is reassigned or transferred by the Board, the foregoing subject to the other provisions of the agreement.

7-4.00 SPECIAL LEAVES**7-4.01**

The professional in service shall be entitled to special leaves for the events listed hereinafter during which he or she may be absent without loss of salary or premiums for regional disparities:

- a) his or her marriage: a maximum of 7 consecutive days, working days or not, including the day of the wedding;
- b) the marriage of his or her father, mother, son, daughter, brother or sister: the day of the wedding provided that he or she attend;
- c) the death of his or her spouse, child or spouse's child if the child lives with the professional: a maximum of 7 consecutive days, working days or not, including the day of the funeral;
- d) the death of his or her father, mother, father-in-law, mother-in-law, brother or sister: 5 consecutive days, working days or not, including the day of the funeral;
- e) the death of his or her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandson or granddaughter: 3 consecutive days, working days or not, including the day of the funeral; however, the leave shall be extended to 5 days if the grandfather or the grandmother lived on a permanent basis with the professional in one of the Cree communities;
- f) the change of domicile: the moving day (once per calendar year);
- g) an annual maximum of 3 working days to cover fortuitous events (disaster, fire, flood, etc.) which oblige a professional to be absent from work; any other reason which obliges a professional to be absent from work and for whom the Board and the Union agree to grant permission to be absent without loss of salary;
- h) a maximum of 2 working days to extend the leave prescribed in clause 5-13.25 or, where applicable, in clause 5-13.27; the additional leave shall be granted only to cover the travelling time of the professional and when an event takes place outside the locality where the professional works.

In the cases prescribed in subparagraphs c), d) and e), the leave shall not include the day of the funeral if the professional cannot leave the locality where he or she is assigned for reasons of inaccessibility of transportation. In such a case, the professional shall leave his or her place of assignment as soon as transportation becomes available and the leave shall begin as of the date of departure of the professional from the locality where he or she is assigned.

7-4.02

The professional shall benefit, without loss of salary, supplement or premiums for regional disparities, from one day in addition to the number indicated in subparagraphs c), d) and e) of clause 7-4.01 if he or she attends the funeral and if the funeral takes place at more than 200 kilometres from his or her place of residence, and from 2 additional days if he or she attends the funeral and if the distance to be covered is more than 400 kilometres from his or her place of residence.

If the professional attends the funeral and if it takes place in one of the Cree communities, he or she shall be entitled to 2 additional days instead of the additional days prescribed above; if the professional is assigned to one of the Cree communities and if the funeral takes place outside of the community and if he or she attends the funeral, he or she shall also be entitled to 2 additional days instead of the additional days prescribed above.

Moreover, the Union and the Board may agree on an additional number of days without loss of salary, supplement or premiums for regional disparities for the leaves prescribed in subparagraphs c), d) and e) of clause 7-4.01.

7-4.03

Any regular professional in the employ of the Board whose workweek includes the number of hours prescribed in article 8-1.00 may use, subject to the following paragraph, 2 days for personal business per school year provided that he or she give the Board a notice of at least 24 hours. In the case of a regular professional whose regular workweek has fewer hours than that prescribed in article 8-1.00, the number of days shall be established in proportion to the time he or she works in relation to the hours prescribed in article 8-1.00.

The days thus used shall be deducted from the credit of the redeemable sick-leave days or from the other redeemable days credited to the professional, at the choice of the professional, or shall be taken without salary if he or she has no more redeemable sick-leave days to his or her credit.

The leave for personal business must be taken in half-days or full days.

7-4.04

The Board, upon request, shall permit a professional to be absent without loss of salary during the time when:

- a) he or she sits for official admission or achievement examinations in an educational institution recognized by the Ministère;
- b) he or she acts as a juror or witness in a court of law in a case to which he or she is not a party;
- c) upon the order of the public health board, he or she is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) at the specific request of the Board, he or she undergoes a medical examination in addition to that required by law.

7-4.05

If a professional is unable to notify the Board in advance under this article, he or she must do so as soon as possible according to the provisions of clause 8-4.01.

7-4.06

The Board may also allow a professional to be absent without loss of salary for any other reason not prescribed in this article which it deems valid.

7-4.07

The Board must, after consultation with the Labour Relations Committee, establish a policy for all its personnel concerning its operation in case of inclement weather.

7-5.00 NONWORKING DAYS WITH PAY**7-5.01**

Every professional in service shall be entitled to 13 nonworking days with pay per school year, as per the present article.

Only the nonworking days with pay during which the professional in service would have been entitled to his or her salary shall be payable under this article. However, the professional who works fewer than 35 hours per week shall be entitled to a minimum number of nonworking days with pay in proportion to the number of hours prescribed in his or her schedule in relation to 35 hours and based on the number of nonworking days with pay specified in this clause. Where applicable, the minimum determined in this paragraph shall be made up by a compensatory leave prior to the expiry of his or her contract or before the end of the school year.

7-5.02

The days are listed hereinafter. However, before July 1 of each year, following an agreement with the Union, the distribution of the nonworking days with pay may be modified.

- New Year's Day
- January 2
- Good Friday
- Fête nationale des Québécois
- Canada Day
- Labour Day
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve
- 3 other days to be determined annually by the Board for each locality after consulting the Union and taking into account the school calendar applicable to each locality concerned.

7-5.03

If a nonworking day with pay falls on a Saturday or a Sunday, the day off shall be rescheduled, after agreement, for a day suitable to the Board and the Union.

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

7-5.04

November 11, or anniversary of the signing of the James Bay Agreement, is a nonworking day with pay. The Board and the Union may agree to defer the nonworking day with pay.

Furthermore, a day chosen by the Board between Christmas and New Year's shall be a nonworking day with pay. However, if all the working days between Christmas and New Year's are nonworking days with pay under the agreement, the additional day off shall not apply.

7-5.05

The professional who so requests may work overtime to compensate for a maximum of 2 days' travel time outside the territory of the Board during the Christmas and New Year's holidays.

The overtime must be carried out with the authorization of the competent authority before the end of the school year; failing which, article 8-4.00 shall apply for such travel time.

7-6.00 PUBLIC OFFICE**7-6.01**

The tenured professional who intends to run for public office may, upon 15 days' notice, be absent from work for the period of time required. In such a case, the Board shall grant a leave without salary for the period of the electoral campaign and, if applicable, for the term of office.

7-6.02

The years during which a professional benefits from a leave of absence without salary under this article shall be considered as years of experience for the purpose of the agreement.

7-6.03

The professional who benefits from a leave without salary to hold a public office must give the Board a written notice of at least 20 days of his or her return to the service of the Board.

7-6.04

Upon his or her return, the professional concerned shall be reinstated in the position he or she held at the time of his or her departure on leave or another position to which the Board reassigns or transfers him or her, the foregoing subject to the other provisions of the agreement.

7-6.05

The Board may cancel the engagement of the professional who does not use his or her leave for public office for the reason for which he or she obtained it.

A1 7-7.00 VACATION**7-7.01**

Subject to the other provisions of this article, the professional shall be entitled, for the 12 months following June 30 of each year, to annual vacation the duration of which shall be calculated according to the following table:

<u>Continuous service ¹ as of June 30</u>	<u>Accumulation of vacation credits from July 1 to June 30 (working days)</u>
Less than one year	1 2/3 days per month of continuous service
1 year and less than 17 years	20 days
17 and 18 years	21 days
19 and 20 years	22 days
21 and 22 years	23 days
23 and 24 years	24 days
25 years or more	25 days

The professional may, with the consent of the Board, obtain a leave of absence without salary to complete a period of annual vacation of 20 working days. The professional who is entitled to fewer than 10 working days of annual vacation shall obtain, upon written request, a leave without salary to complete his or her annual vacation period of 10 working days.

¹ Continuous service refers to the period during which the professional was employed by the Board in a continuous manner, in whatever capacity, the foregoing subject to clauses 7-7.02 and 7-7.03.

7-7.02

An absence for which the payment of salary is prescribed in the agreement shall not interrupt a period of continuous service.

7-7.03

Vacation credit shall not be reduced by one or more absences for disability, provided the absences not exceed 6 months per school year or per disability period.

Vacation credit shall not be affected by the maternity leave prescribed in clause 5-13.05 nor by the leave for adoption prescribed in paragraph A) of clause 5-13.24.

7-7.04

Absences other than those for disability for which the payment of salary is not prescribed in the agreement shall not reduce the vacation credits, provided the absences not exceed 60 working days per school year and the total absences and absences for disability not exceed 6 months per school year.

Where appropriate, vacation credit cannot be reduced to an amount lower than prescribed in the *Act respecting labour standards* (R.S.Q., c. N-1.1) on annual vacation.

7-7.05

The usual vacation period shall be between July 1 and August 31 and during the period when the schools are closed for the traditional Cree activities, such as goose hunting.

7-7.06

The professional must submit his or her vacation plan in writing at least 30 days before leaving on vacation, except for the usual summer vacation period for which the professional must submit his or her vacation plan before May 15.

7-7.07

The vacation dates chosen by the professional shall be approved by the Board. It may refuse a vacation plan if the requirements of the department so justify.

If several vacation plans fall within the same period, seniority shall be the determining factor, if need be.

It shall be agreed that the Board cannot refuse a vacation plan under the first paragraph of this clause in order to incite or force a professional to take his or her vacation during the goose hunting period.

7-7.08

Any vacation plan approved by the Board shall be considered as final.

7-7.09

A disability, as defined in the agreement, which develops before the beginning of the vacation period shall allow the professional concerned to postpone his or her vacation period. In such a case, he or she shall submit a new vacation plan.

7-7.10

Notwithstanding the preceding clauses of this article, the Board may, after consulting with the Labour Relations Committee, determine a period of total or partial shutdown of its activities during the usual vacation period for the purpose of vacation; the duration may not exceed 10 working days. The period of total or partial shutdown may differ in each Cree community.

7-8.00 TRAVEL EXPENSES**7-8.01**

Travel expenses as well as any other expense incurred during travel by a professional in the performance of his or her duties shall be reimbursed according to the norms in effect at the Board for all its personnel.

However, if the Board establishes lower norms during this agreement, the norms in effect on the date of the coming into force of this agreement shall continue to apply.

7-9.00 TECHNOLOGICAL CHANGES**7-9.01**

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

7-9.02

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

7-9.03

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

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

7-9.04

At the Union's request, the Board shall inform the Union of the effects of the technological changes foreseen on the working conditions or the security of employment, where applicable, of the professionals concerned; moreover, at the Union's request, the Board shall transmit the technical specifications of the new equipment, if available.

7-9.05

The Board and the Union shall agree to meet within 45 days of the sending of the notice mentioned in clause 7-9.02; on that occasion, the Board shall consult the Union on the effects of the technological changes foreseen on the organization of work.

7-9.06

The professional whose duties are modified as a result of the implementation of a technological change shall benefit, if necessary, from the appropriate training, taking into account his or her skills. The training costs shall be paid by the Board. The training shall usually be provided during working hours.

7-9.07

The Board and the Union may agree on other terms concerning the implementation of a technological change.

7-9.08

The provisions of this article shall not have the effect of preventing the application of other provisions of the agreement, particularly those of articles 5-4.00 and 5-6.00.

7-10.00 PROFESSIONAL IMPROVEMENT**Section 1 General provisions concerning professional improvement****7-10.01**

The development of human resources shall be the responsibility of the Board and shall be designed to meet the needs of the milieu.

7-10.02

Professional improvement activities include:

- a) organizational training, that is, professional improvement activities dealing with the acquisition of techniques and skills to improve the operation of the department or of the institution;
- b) occupational training, that is, professional improvement activities dealing with the acquisition of techniques and skills specific to one's professional occupation;
- c) retraining, that is, the complementary training offered to the professional to enable him or her to adapt to the technical changes in his or her sector of activities or training designed to redirect his or her orientation toward a new sector of activities.

7-10.03

The professional authorized by the Board to carry out a professional improvement activity during his or her regular work schedule shall receive the salary he or she would receive if he or she were at work. The regular work schedule of the professional shall not be modified, unless there is an agreement between the professional and the Board.

7-10.04

The Board shall respect the commitments undertaken prior to the date of the coming into force of the agreement with regard to the professional in its employ in order to enable him or her to complete the professional improvement activities already begun.

The amounts incurred as a result of the commitments mentioned in this clause shall be deducted from the amount prescribed in the first paragraph of clause 7-10.06.

Section 2 Organization of professional improvement**7-10.05**

The Board shall consult the Union through the Labour Relations Committee or a parity committee set up for this purpose on the following subjects:

- a) the local professional improvement policy applicable to professionals;
- b) the rules applicable to the presentation and acceptance of professional improvement projects;
- c) the proposed and actual utilization of the funds allocated under the first paragraph of clause 7-10.06;
- d) the professional improvement projects submitted according to the rules established under subparagraph b);
- e) the assessment of professional improvement activities;

- f) the analysis of professional improvement needs;
- g) any other question pertaining to professional improvement determined after agreement between the local parties.

A1 7-10.06

The amount allocated to professional improvement shall be \$160 per school year per regular professional in service with the Board whose regular workweek includes the number of hours prescribed in article 8-1.00. For every other regular professional in service with the Board, the amount allocated shall be adjusted in proportion to the regular hours prescribed in his or her workweek.

An amount equal to that prescribed in the first paragraph of this clause shall be provided to facilitate, as a priority, access to professional improvement activities for professionals of the school boards under regional offices 1, 8 and 9 to cover, in particular, the travel and accommodation expenses of the professionals. The amount shall be added per school year per regular professional in service calculated in terms of equivalent full-time professionals whose workweek includes the number of hours prescribed in article 8-1.00 and as indicated on the list sent to the Union before October 31 under clause 3-7.01.

The amount allocated to professional improvement must be used solely for the professional improvement activities of professionals.

The amounts not used for a given year shall be added to those prescribed for the following school year.

CHAPTER 8-0.00 WORK SYSTEM**8-1.00 WORKING TIME****8-1.01**

The work year of a professional shall correspond to the school year.

8-1.02

The regular workweek shall be 35 hours.

8-2.00 WORK SCHEDULE**8-2.01**

The work schedule shall be established so as to minimize work in the evenings and on weekends, without affecting the services to be rendered, especially adult education and meetings with parents.

8-2.02

The collective work schedule may be changed for reasons of a pedagogical or administrative nature or for reasons related to student services after consultation with the Labour Relations Committee.

A professional's individual work schedule may be changed for reasons of a pedagogical or administrative nature or for reasons related to student services after consulting him or her. The professional concerned shall be advised 2 weeks before the change takes effect.

8-2.03

Travelling time in the service of the Board must be considered as work time if the professional is authorized to travel from one place of work to another within the locality to which he or she is assigned. If the professional is required to travel outside the locality to which he or she is assigned, such travel shall be governed by the policies of the Board. Such a policy shall be submitted to the Labour Relations Committee for prior consultation.

8-2.04

In the case of a professional whose workweek includes split workdays on a regular basis which oblige him or her to work in the evening within his or her regular schedule, the Board shall ensure the professional a rest period of 12 consecutive hours between the end of his or her working day and the beginning of the next, unless a different agreement is reached with the professional.

8-2.05

Notwithstanding clause 8-2.02, the Board and the Union may agree on a summer schedule which differs from the regular work schedule.

8-3.00 OVERTIME**8-3.01**

At the request of or with the authorization of the competent authority of the Board, work carried out outside the work schedule of the professional concerned or during a nonworking day with pay shall be considered as overtime. Only the excess over his or her regular workweek shall be counted.

8-3.02

The benefits inherent to overtime shall not apply to the professional who, under the agreement, obtained an authorization to be absent or was on a leave, even if the work that he or she carries out during the absence extends beyond the working day.

8-3.03

The professional who works overtime shall obtain a compensatory leave for the number of hours worked.

8-3.04

The Board and the professional shall agree on the terms of application of the preceding clause by taking into account the requirements of the department; failing an agreement between the Board and the professional within 60 days of the date on which the overtime was carried out on the time when the leave may be taken, the overtime shall be remunerated at the regular rate.

When the Board and the professional have agreed on the time when the leave may be taken but it cannot in effect be taken at the time agreed to due to the needs of the department or uncontrollable circumstances, overtime shall then, at the professional's choosing, be remunerated at the regular rate or taken in time; in this latter case, the Board and the professional shall agree on the time when the leave may be taken.

8-3.05

Except with the consent of the competent authority, a compensatory leave for overtime cannot be deferred from one work year to another and any balance due for overtime shall then be paid.

8-3.06

Overtime shall be paid to a professional within 30 days of the date when the work may be remunerated by the application of the preceding clauses; for calculation purposes, each hour thus worked shall be equal to 1/1826.3 of the salary prescribed in article 6-1.00 for his or her classification and placement.

8-4.00 REGULATIONS CONCERNING ABSENCES**8-4.01**

The professional shall advise the authority designated by the Board as soon as possible of any absence and, if so requested, shall provide the reasons for the absence in writing.

8-4.02

The Board shall deduct 1/260.9 of the total annual salary for each day of absence not remunerated.

However, the professional who so requests may make up for the period of absence in time worked if the reasons for the absence are deemed valid and are agreed to by the Board.

8-5.00 EXTENT OF RESPONSIBILITY**8-5.01**

The Board shall recognize that the professional activities performed by the professional shall not include responsibilities entrusted exclusively to management or senior staff within the meaning of the *Labour Code* (R.S.Q., c. C-27).

8-6.00 PROFESSIONAL RESPONSIBILITY**8-6.01**

A professional may sign a document prepared by him or her in the performance of his or her duties and of which he or she is the sole author. However, use of the contents of the document shall remain the responsibility of the Board. Should the contents of a document signed by the professional be used, his or her signature must appear on the document or he or she must be credited as its author.

8-6.02

Notwithstanding the preceding clause, no professional shall be bound to sign a document that, in all professional conscience, he or she cannot endorse, nor shall he or she be compelled to make changes to a document which he or she has signed and which he or she believes to be correct from the professional point of view.

8-6.03

If the Board publishes a document in any form whatsoever, in whole or in part, which is not signed by the professional, the Board shall not add the name of the professional to the document.

8-6.04

No disciplinary measures may be taken against a professional who has refused to sign a document which, in all professional conscience, he or she cannot approve.

8-7.00 CIVIL RESPONSIBILITY**8-7.01**

The Board shall undertake to assume the case of every professional whose civil responsibility might be at issue by the actual performance of his or her duties during the working day or outside the working day when the professional is carrying out activities expressly authorized by the competent authority and shall agree to make no claim against the professional in this respect except in the case of serious fault or gross negligence on the part of the professional when he or she has been found guilty of such by a tribunal.

8-7.02

As soon as the civil responsibility of the Board has been recognized by the latter or has been established by a tribunal, the Board shall indemnify every professional for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used at or brought to the place of work, unless the professional has shown gross negligence; in the event that the loss, theft or destruction is already covered by insurance held by the professional, the compensation paid shall be equal to the loss actually sustained by the professional.

8-7.03

The professional shall have the right to engage a lawyer, at his or her own expense, and to have him or her assist the lawyer chosen by the Board.

8-8.00 PRACTICE OF THE PROFESSION**8-8.01**

The position of professional shall consist in the exercise of an advisory, coordination, animation or administration activity within a sector of activities.

In keeping with the activities described above, the Board shall facilitate professional autonomy and cooperation conducive to the achievement of the objectives defined by the Board.

In this respect, the Board may, in particular, establish a policy or directive after consultation with the Labour Relations Committee or agree to a project proposed by professionals regarding meetings of professionals within the same discipline or of different disciplines. The aim of the meetings shall be to share knowledge and ideas in order to improve the planning of, carrying out of and follow-up to professional activities.

8-8.02

The Board must, insofar as possible, ensure the professional the working premises and material and technical conditions adapted to the characteristics of his or her duties and the requirements of confidentiality and, in particular, provide him or her with adequate secretarial services.

8-8.03

The professional shall respect the rules generally recognized in the discipline concerned and the applicable ethical norms.

8-8.04

The Board must, when it intervenes in the work of a professional, respect the recognized ethical norms which govern the performance of his or her duties.

8-8.05

The Board shall recognize that the professional must respect the confidentiality of information provided or obtained under the seal of professional secrecy within the framework of the performance of his or her duties, unless the disclosure of the information is required or authorized by law.

8-8.06

The Board cannot oblige a professional to identify the individuals who have provided information confidentially on the basis of which the professional prepared a report, unless the disclosure of the information is required or authorized by law.

8-8.07

When a professional is called as a witness in a civil or criminal court regarding facts brought to his or her attention in the context of his or her duties and that he or she thus foresees having to invoke professional secrecy, he or she may be accompanied by a lawyer chosen and paid by the Board.

8-9.00 EVALUATION OF PROFESSIONAL ACTIVITIES**8-9.01**

The evaluation of professional activities of a professional must respect the provisions of this article.

8-9.02

The evaluation of professional activities must be based principally on the objectives of the department in which the professional works as defined by the Board, after consulting with the professionals of the department concerned.

8-9.03

Such an evaluation of professional activities of the professional must be conveyed to him or her in writing and placed in his or her file.

8-9.04

The professional whose activities have been evaluated under this article may send his or her written comments on the evaluation to the Board within 45 days of the date on which he or she was informed of his or her evaluation. The comments, together with the evaluation, shall be inserted into the professional's file.

A1 CHAPTER 9-0.00 GRIEVANCES, ARBITRATION AND DISAGREEMENTS**9-1.00 GENERAL PROVISIONS****9-1.01**

In order to promote the resolution of grievances and disagreements, the Union and the Board agree to meet before filing a grievance. This objective of this meeting is to hear the persons and the parties concerned, to define the problem, and to find satisfactory solutions for all parties.

In this case, the Board and the Union agree that the deadline prescribed in clause 9-2.03 shall begin the day following this meeting.

Moreover, for the purpose of this meeting, the Board shall bear, if need be, the travel and living expenses incurred in accordance with the regulation concerning travel expenses in effect at the Board for the persons working for the Board and who must attend the meeting. Similarly, the time spent for this meeting is not reimbursable by the Union.

The fact that the meeting is not held does not entail the loss of the right to submit a grievance. Even though a grievance has been submitted for arbitration, the Union and the Board may meet at any time before the hearing date to find satisfactory solutions and to try and solve the grievance.

9-1.02

The time limits prescribed in this chapter in which to write a grievance and to submit it to arbitration shall be compulsory, unless there is a written agreement for an extension between the Board and the Union.

The Board and the Union may agree in writing not to abide by the deadline prescribed in article 9-2.00 when the grievance has already been discussed by the parties.

9-1.03

For the purpose of submitting a grievance in writing, the professional or the Union shall use the form below.

The date of the signature on the receipt for the documents sent by certified or registered mail, or on the confirmation for a fax is considered as prima facie proof used to calculate the time limits provided for in articles 9-2.00 and 9-3.00.

9-1.07

The date the grievance was sent as it appears on the electronic form is considered proof used to calculate the time limits provided for in article 9-3.00.

9-1.08

The coordinates of the Greffe de l'éducation are:

Greffe des tribunaux d'arbitrage du secteur de l'éducation
Édifice Lomer-Gouin
575, rue Saint-Amable, suite 2.02
Québec (Québec) G1R 5Y8

Fax: 418-646-6848

9-1.09

A technical error in the formulation of a grievance shall have no effect on the validity of the grievance. Similarly, an error of form in the written response to a grievance cannot be invoked against the Board.

9-2.00 PROCEDURE FOR SETTLING GRIEVANCES**9-2.01**

Any professional accompanied or not by his or her union delegate may, if he or she so desires, attempt to solve his or her problem with the designated authority before submitting the notice of grievance.

9-2.02

In order to settle as quickly as possible every grievance which may arise during the life of the agreement, the Board and the Union shall agree to comply with the procedure prescribed in this article.

9-2.03

A grievance may be submitted to the Board by a professional or the Union on the professional's behalf or on its own behalf.

The notice of grievance must be forwarded by registered or certified mail, delivered by hand or by fax or otherwise transmitted to the authority designated by the Board within 120 days of the date of the event which gave rise to the grievance.

9-2.04

The notice of grievance must contain a summary of the facts which gave rise to the grievance, the name of the professional or professionals immediately involved, if applicable. For information purposes, the notice of grievance must include the clauses of the agreement on which it is based and, without prejudice, the required corrective measure or measures.

In the case of a classification grievance or a grievance concerning the placement of a professional, the notice of grievance must include, without prejudice, mention of the employment group and step sought, as the case may be.

9-2.05

The formulation of the grievance may be amended after it has been submitted but on the condition that the amendment do not change the subject of the grievance.

9-2.06

Within 15 days of the receipt of the notice of grievance, the union representative shall meet, accompanied by the plaintiff concerned, if appropriate and if the latter so desires, the authority designated by the Board and shall try with the latter to find a solution.

9-2.07

Within 45 days of the mailing or delivery of the notice of grievance, the authority designated by the Board shall provide a written decision to the Union and, if appropriate, shall forward a copy to the professional or professionals concerned.

9-2.08

If the meeting mentioned in clause 9-2.06 has not taken place within the time limits prescribed or if the decision mentioned in clause 9-2.07 is deemed inadequate or was not forwarded within the prescribed time limits, the Union may submit the grievance to arbitration in conformity with the procedure prescribed in article 9-3.00.

9-3.00 REGULAR ARBITRATION PROCESS**9-3.01**

The Union wishing to submit a grievance to the regular arbitration process must, within 45 days of the expiry of the time limit prescribed in clause 9-2.07, provide a written notice to this effect to the Board and to the chief arbitrator using the electronic form available from the Greffe des tribunaux d'arbitrage du secteur de l'éducation. The notice must contain a copy of the grievance.

However, notwithstanding clause 9-2.08 and the preceding paragraph, the Union may submit its grievance to arbitration as soon as it mails or otherwise delivers the notice of grievance to the authority designated by the Board.

9-3.02

After recording the notice of arbitration, the records office shall immediately acknowledge receipt of the notice to the Union, the Board, the FCSQ, the Ministère, the FPPE and the Centrale.

9-3.03

Notwithstanding the provisions in clauses 9-1.02 and 9-3.01, the time limit in which to submit to arbitration a grievance contesting the placement on availability of any full-time professional shall be extended until November 1.

Notwithstanding the provisions in clause 5-5.04, the time limit shall also apply when submitting a grievance directly to arbitration contesting the nonreengagement due to surplus of personnel.

9-4.00 DECISIONAL PROCESS**9-4.01**

For the life of the agreement, every grievance submitted to arbitration shall be decided by an arbitrator chosen from among the following:

1) Jean-Guy Ménard, chief arbitrator

2)

BEAULIEU, Francine
 BHÉRER, Jacques
 BOULIANNE, Jean
 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

3) any other person appointed by the Centrale, the Board and the Ministère to act in this capacity.

9-4.02

However, a grievance submitted to arbitration must be decided upon by an arbitrator whose name appears in the previous clause, assisted by 2 assessors, if, at the time of the preparation of the monthly arbitration roll or within the 15 days that follow, the representative of the Centrale so requests or if the representative of the FCSQ and the representative of the Ministère so request jointly.

9-4.03

Any arbitrator appointed under this clause shall be deemed competent to act as an arbitrator and shall decide, in conformity with the provisions of the 1986-1988 collective agreement, the 1989-1991 collective agreement and its extensions, the 1994-1995, 1995-1998 and 2000-2003 collective agreements, on any legal grievance arising from the provisions of those collective agreements. The preceding provisions shall not remove from the jurisdiction of other arbitrators any grievance referred to them by the chief arbitrator before the date of the coming into force of the agreement.

For the purpose of applying the preceding paragraph, any grievance which legally arose before the expiry of the 2000-2003 collective agreement and which was submitted to arbitration after its expiry, but within the time limits prescribed in the latter collective agreement shall be held as validly submitted to arbitration. To this end, the Board, the FCSQ and the Ministère shall not raise the objection of nonarbitrability on the grounds of the nonexistence of working conditions after the expiry of the 2000-2003 agreement.

9-4.04

In the event of arbitration with assessors, each party concerned by the grievance designates his or her assessor and informs the records office within 30 days of entering the grievance on the arbitration roll.

Every management or union assessor thus appointed shall be deemed competent to sit, whatever his or her past or current activities, interests in the litigation or functions in the Union, the Board or elsewhere.

9-4.05

As of his or her appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his or her honour before a judge of the Superior Court to perform his or her duties in conformity with the law, the provisions of the agreement and according to equity and good conscience.

As of his or her appointment, every arbitrator shall take an oath or shall pledge on his or her honour before the chief arbitrator, for the life of the agreement, to render his or her decisions in conformity with the law, the provisions of the collective agreement and according to equity and good conscience. Where applicable, the arbitrator shall receive, at the beginning of each arbitration, the same oaths or pledges on their honour from the 2 assessors appointed to assist him or her and to carry out their duties in conformity with the law, the provisions of the agreement, equity and good conscience.

9-4.06

The chief arbitrator or, in his or her absence, the chief records clerk, under the authority of the chief arbitrator, shall:

- 1) prepare the monthly arbitration roll in the presence of representatives of the parties at the national level;
- 2) appoint an arbitrator from the list reproduced in clause 9-4.01;
- 3) set the time, date and place of the first arbitration session;
- 4) indicate for each grievance, the chosen arbitration process.

The records office shall notify the arbitrators, the parties concerned, the FCSQ, the Ministère, the FPPE, the Centrale and, where applicable, the assessors.

9-4.07

Every grievance shall be heard in the locality of Oujé-Bougoumou. However, a hearing may take place in another locality situated in the territory of the Board, if the parties so agree.

Notwithstanding the foregoing, certain hearings or a portion thereof, for example, testimony of witnesses, may take place outside the territory of the Board in order to expedite the hearing, if the parties so agree.

As regards the accelerated arbitration procedure and prearbitration mediation, the parties shall decide on the location of the arbitration hearing in the territory of the Board.

9-4.08

The arbitrator shall set the time and date of the additional session or sessions, where applicable, and shall so inform the records office; the records office shall notify the parties concerned, the FCSQ, the Ministère, the FPPE, the Centrale and, where applicable, the assessors. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

9-4.09

To facilitate the hearing procedures, the lawyers contact each other and inform the arbitrator of the nature of the preliminary methods they intend to raise one week prior to the hearing.

9-4.10

Every hearing shall be scheduled for 9:30 a.m. The lawyers, assessors, where applicable, and the arbitrator must use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- define the dispute and identify the issues to be discussed during the hearing;
- ensure the exchange of any 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.

9-4.11

An arbitrator or an assessor shall be replaced according to the procedure established for his or her original appointment.

9-4.12

If an assessor has not been designated in conformity with the original appointment procedure or if the position of assessor is not filled before the date set for the hearing, the arbitrator shall appoint an assessor, *ex officio*, on the day of the hearing.

9-4.13

The arbitrator shall proceed with diligence in the investigation of the grievance according to the procedure and evidence that he or she may deem appropriate. The arbitrator shall also ensure adherence to the operating rules of the records office.

9-4.14

At any time before the first deliberation session or within 15 days after the end of the hearing, if it involves a grievance heard by a single arbitrator, the FCSQ, the Ministère and the Centrale may individually or collectively intervene and make all representations that they deem appropriate or pertinent to the arbitrator.

However, if one of the parties wishes to intervene, it must so inform the other parties of its intention and of the subject of the intervention.

9-4.15

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*.

9-4.16

The arbitrator may deliberate in the absence of an assessor provided he or she has notified him or her under clause 9-4.08 at least 7 days in advance.

9-4.17

Except in the case of written arguments where the Board and the Union may agree to exceed the time limit, the arbitrator must render his or her decision within 45 days of 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 limit.

The chief arbitrator may not assign another grievance to an arbitrator who has not rendered a decision within the time limit allotted and as long as the decision has not been rendered. However, this shall not apply to an arbitrator who has filed the draft decision within the same time limit and if no other additional deliberation has been requested by an assessor.

9-4.18

The arbitration decision shall state the reasons and shall be signed by the arbitrator.

Any assessor may file a separate report and attach it to the decision.

The arbitrator shall file the original signed arbitration decision at the records office and, at the same time, shall also send one copy to the 2 assessors, if applicable.

The records office, under the responsibility of the chief arbitrator, shall forward a copy of the decision to the parties concerned, the FCSQ, the Ministère, the FPPE and the Centrale and shall also file 2 certified copies with the Ministre du Travail.

9-4.19

At any time prior to his or her final decision, an arbitrator may render any temporary or interlocutory decision that he or she deems just and useful.

The arbitration decision shall be final, executory and shall bind the parties.

If the decision grants a time limit in which to fulfill an obligation, the time limit begins as of the date on which the decision was sent by the records office, unless the arbitrator decides otherwise in the terms of the decision.

9-4.20

An arbitrator may not, by his or her decision regarding a grievance, modify, subtract from, or add to the agreement.

9-4.21

The arbitrator, called upon to decide whether or not a grievance is well-founded, shall have the authority to uphold it or to reject it, in whole or in part, and to determine the compensation that he or she deems equitable for the loss suffered by the professional because of the Board's error in interpreting or applying the collective agreement.

The arbitrator to whom a grievance has been referred to contest the dismissal of a professional may annul the decision of the Board if the prescribed procedure has not been followed or if the reasons for the dismissal are not well-founded or do not constitute sufficient grounds, order that the professional concerned be reinstated in his or her duties and determine, if need be, the amount of the compensation to which he or she is entitled. The arbitrator may also change the decision for one which he or she feels is fair and reasonable, taking into account all the circumstances surrounding the affair.

The arbitrator to whom a grievance has been referred to contest the nonreengagement of a regular professional may annul the decision of the Board if the procedure prescribed was not followed, or if the grounds for nonreengagement are not justified or do not constitute sufficient reason, order that the professional concerned be reinstated in his or her duties and determine, if need be, the compensation to which he or she is entitled.

Notwithstanding the 2nd paragraph of clause 5-5.03, the first paragraph of this clause shall apply to the grievance for nonreengagement because of surplus of a full-time regular professional if the procedure prescribed in section 1 of article 5-5.00 has been followed in its entirety and if the sole reason invoked by the Board in support of the nonreengagement is the surplus of personnel. In these cases, the jurisdiction of the arbitrator shall include the power to order that the professional be reinstated in his or her duties.

9-4.22

The chief arbitrator shall choose the chief records clerk.

9-4.23

The arbitrator's fees and expenses shall be paid by the party who submitted the grievance if the latter is dismissed, by the party to whom the grievance was submitted if the latter is accepted or by the party who withdraws from the grievance.

If the grievance is partially upheld, the arbitrator shall determine the proportion of the fees and expenses to be paid by each party.

If the grievance is settled, the arbitrator's fees and expenses are paid equally by the parties.

Notwithstanding the preceding paragraph, for the grievances submitted to the Board prior to February 1, 2006, as well as for the grievances pertaining to a dismissal submitted before or after February 1, 2006, the arbitrator's fees and expenses are borne by the Ministère.

The expenses and fees of any third party asked to settle a disagreement in a prearbitration mediation are paid equally by the Board and the Union.

In all cases, the party requesting the postponement of a hearing shall bear the fees and expenses incurred because of the postponement; if this is a joint request, the fees and expenses are shared equally.

However, in that case, the arbitrator's fees and expenses are paid following the regulations in force before February 1, 2006 in the case of the grievance submitted prior to this date.

9-4.24

The costs of the records office shall be borne by the Ministère.

9-4.25

The hearings and the deliberations shall be held in rooms supplied free of rental charge.

9-4.26

The assessors shall be remunerated and reimbursed for their expenses by the party they represent.

9-4.27

If one party requests the services of an official stenographer, the expenses and fees shall be the responsibility of the party which requested them.

If the official stenographic notes are translated, one copy shall be forwarded free of charge by the stenographer to the arbitrator and, if applicable, to the assessors before the beginning of the deliberations.

9-4.28

The arbitrator shall convey or otherwise serve any order or document issued by him or her or by the parties involved. At the request of a party, the arbitrator may assign a witness under section 100.6 of the *Labour Code* (R.S.Q., c. C-27).

9-5.00 ACCELERATED ARBITRATION PROCESS**9-5.01**

Any grievance may be referred to accelerated arbitration procedure provided that the Board and the Union explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be forwarded to the records office.

If there is failure on the part of one of the parties to sign the joint notice prescribed above, the Board and the Union indicate separately such intent by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party. In this case, both notices must be received by the records office at least 7 days prior to entering the grievance on the arbitration roll.

9-5.02

The arbitrator shall be appointed by the records office; he or she shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

9-5.03

Only an employee of the Board and an employee or an elected member of the Union, or an employee of the FPPE may represent the parties; they may, however, after having informed the other party, call upon an advisor.

9-5.04

In general, a hearing lasts approximately one hour.

9-5.05

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately 2 pages). This decision may not be cited or used by anyone as regards the arbitration of any other grievance, unless this grievance is related to an identical dispute between the same Board and the same Union and deals with the same facts and clauses.

The arbitrator shall render his or her decision and shall forward a copy to the parties within a maximum 5-working day time limit after the hearing. He or she shall also file the signed original copy at the records office.

9-5.06

The provisions of articles 9-1.00 et 9-4.00 apply, by adapting them, to the accelerated arbitration procedure, with the exception of clauses 9-4.04, 9-4.12, 9-4.16, of the first paragraph of clause 9-4.17, of the second and third paragraphs of clause 9-4.18, of the first paragraph of clause 9-4.19, and of clauses 9-4.26 and 9-4.27.

9-5.07

In order to promote the use of accelerated arbitration, the parties agree, if needed, to group some grievances and to decide where the hearings will take place on the Board's territory.

9-6.00 PREARBITRATION MEDIATION

9-6.01

The Board and the Union may agree to proceed with prearbitration mediation in dealing with certain grievances and on the location, on the Board's territory, where these discussions will take place. To do so, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list of arbitrators found in clause 9-4.01.

9-6.02

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

9-6.03

The records office shall file 2 certified copies at one of the offices of the Commission des relations du travail.

9-6.04

The procedure shall apply for every group of grievances agreed to by the Board and the Union.

9-6.05

In the event that a number of grievances included in the prearbitration-mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure provided for in articles 9-3.00 and 9-5.00.

9-6.06

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration-mediation process, unless the parties agreed otherwise, in writing, prior to mediation.

9-6.07

The arbitrator's fees and expenses mandated to act as a mediator shall be paid equally by the parties.

9-7.00 DISAGREEMENTS**9-7.01**

The Board and the Union agree to meet, when appropriate, at the request of either party to find solutions to disagreements. In this respect, either one of the parties may request a meeting, which meeting must take place within 15 days of the receipt of the request.

9-7.02

The solutions adopted by the local parties cannot at any time have the effect of adding to, subtracting from or modifying one or more provisions of the agreement.

9-7.03

The Management Committee and the Centrale agree to meet, when appropriate, to discuss any question dealing with the working conditions of professionals employed by the Board in order to find the appropriate solutions. To this end, one of the parties at the national level may request a meeting; such a meeting must be held within 60 days of receiving the request.

Any solution accepted by the parties may add to, subtract from or modify one or more provisions of the agreement.

9-4.04

The provisions of this article must not be interpreted as constituting a dispute as defined in the *Labour Code* (R.S.Q., c. C-27).

9-7.05

If one of the provisions of the agreement should be deemed discriminatory by a higher tribunal, either by the Superior Court, the Court of Appeal or the Supreme Court, the parties at the national level agree to meet and apply the provisions prescribed in clause 9-7.03.

CHAPTER 10-0.00 REGIONAL DISPARITIES**10-1.00 DEFINITIONS****10-1.01**

For the purpose of this chapter, the following expressions mean:

A2 a) Dependent:

The spouse and dependent child¹ and any other dependent as defined in the *Taxation Act* (R.S.Q., c. I-3), provided that the latter resides with the professional. However, for the purpose of this chapter, the income earned from a job by the professional's spouse shall not nullify the latter's status as dependent.

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

Moreover, the fact that a child attends preschool or elementary school, recognized of public interest, in a locality other than the professional's place of residence shall not remove his or her status of dependent when no 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 professional lives.

In addition, a child up to the age of 25 is deemed to hold the status of dependent child, provided he or she meets the following 3 conditions²:

- 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 professional working in sectors I and II;
- 2) the child held the status of dependent during the 12 months preceding the start of his or her postsecondary study program;
- 3) the professional provided supporting documents that the child attends, on a full-time basis, a post-secondary education program, namely, proof of registration at the beginning of term and proof of attendance at the end of term;

this recognition allows the professional to uphold his or her level of premiums with dependant as prescribed in clause 10-2.01 and for this child to be entitled to the provisions prescribed in article 10-4.00, being specified that the costs of transport allocated to the dependent child under other programs will be deducted from the benefits related to the outings for this dependent child².

Furthermore, the child of 25 years or less, who is no longer deemed a dependent for the application of the present clause and who is registered as a full-time student in a recognized postsecondary educational institution declared to be of public interest, will again hold the status of dependent child if he or she meets the conditions 1) and 3) mentioned previously².

¹ Dependent child: a child of a professional, of his or her spouse or of both, or a child living with the professional for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who depends on the professional for his or her financial support and who is under 18 years of age; or every child 25 years of age or under who is a duly registered student attending a recognized institution of learning on a full-time basis or a child of any age who has become totally disabled prior to reaching his or her 18 birthday or before reaching his or her 25th birthday if he or she was a duly registered student attending a recognized institution of learning on a full-time basis and has remained continuously disabled since that time.

² The provisions prescribed take effect as of the 2006-2007 school year.

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 professional, subject to it being situated in one of the localities of Québec.

The fact that an employee in the public and parapublic sectors working in one of the sectors prescribed in clause 10-1.02 changes employer in the public and parapublic sectors shall not modify his or her point of departure.

10-1.02

For the purpose of this chapter, the following sectors include:

Sector I:

Mistissini, Whapmagoostui, Chisasibi, Waswanipi, Oujé-Bougoumou

Sector II:

Wemindji, Eastmain, Waskaganish, Nemaska

10-2.00 PREMIUMS**10-2.01**

The professional working in one of the sectors mentioned in clause 10-1.02 shall receive an annual isolation and remoteness premium of:

		Rates until 2006-03-31	Rates from 2006-04-01 to 2007-03-31	Rates from 2007-04-01 to 2008-03-31	Rates from 2008-04-01 to 2009-03-31	Rates from 2009-04-01
	SECTOR	per year	per year	per year	per year	per year
With dependent(s)	Sector II	\$14 089	\$14 371	\$14 658	\$14 951	\$15 250
	Sector I	\$10 834	\$11 051	\$11 272	\$11 497	\$11 727
No dependents	Sector II	\$7 993	\$8 153	\$8 316	\$8 482	\$8 652
	Sector I	\$6 773	\$6 908	\$7 046	\$7 187	\$7 331

10-2.02

For the professional whose regular workweek includes fewer hours than that prescribed in article 8-1.00, the amount of the isolation and remoteness premium applicable to him or her shall be adjusted in proportion to the hours worked in relation to the regular workweek prescribed in article 8-1.00.

10-2.03

The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the professional's assignment in the territory of the Board in one of the sectors described in clause 10-1.02.

10-2.04

If both spouses, within the meaning of clause 10-1.01, work for the Board or if each works for a different employer in the public or parapublic sector, only one of the 2 may receive the premium applicable to the professional with dependent(s), if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium for those with no dependents, notwithstanding the definition of the term "dependent" found in clause 10-1.01.

10-2.05

Subject to clause 10-2.03, the Board shall cease to pay the isolation and remoteness premium established under this article if the professional and his or her dependents deliberately leave the territory during a paid leave or absence for more than 30 days, except if it involves annual vacation, nonworking days with pay, sick leave, maternity leave, leave for adoption or absence due to a work accident.

10-3.00 OTHER BENEFITS**10-3.01**

The Board shall assume the following expenses incurred by every professional recruited in Québec at a distance of more than 50 kilometres from the locality where he or she is required to perform his or her duties, provided that it is situated in one of the sectors described in clause 10-1.02:

- a) the transportation expenses of the transferred professional and his or her dependents;
- b) the cost of transporting his or her personal belongings and those of his or her dependents up to a maximum of:
 - 1) 228 kilograms for each adult or each child 12 years of age and over,
 - 2) 137 kilograms for each child under the age of 12;
- c) the cost of transporting his or her furniture other than that provided by the Board, where applicable;
- d) the cost of storing his or her furniture, where applicable.

10-3.02

If the professional eligible for the provisions of subparagraphs b) and c) of clause 10-3.01 decides not to avail himself or herself of some or of all of them immediately, he or she shall remain eligible for the provisions during the year following the date on which the assignment began.

A1 10-3.03

- A) The expenses shall be payable provided that the professional is not reimbursed for the expenses by another plan, such as the federal mobility assistance program to look for employment, and solely in the following cases:
 - 1) the professional's first assignment: from the point of departure to the place of assignment;
 - 2) the cancellation or nonrenewal of the contract by the Board: from the place of assignment to the point of departure;
 - 3) the reengagement by the Board of the professional who has 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 professional: from one place of assignment to another;

- 5) the breach of contract or resignation of the professional: from the place of assignment to the point of departure; these expenses shall not be reimbursed if the breach of contract occurs within the first 30 days of the professional's assignment in one of the sectors mentioned in clause 10-1.02;
 - 6) the professional's death: from the place of assignment to the point of departure;
 - 7) a professional obtains a leave of absence for educational purposes: from the place of assignment to the place of study in Québec; in this case, the expenses referred to in clause 10-3.01 shall also be payable to the professional whose point of departure is 50 kilometres or less from the locality where he or she performs his or her duties;
 - 8) the application of clause 5-6.18: from the place of assignment to the place of relocation;
 - 9) the recall of a professional who is relocated under clause 5-6.18: 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 professional recruited outside Québec, the total reimbursable expenses must not exceed the lesser of the following amounts: the actual cost from his or her domicile at the time of engagement or the transportation cost from Montréal to the place of assignment.
- D) For the purpose of applying subparagraph a) of clause 10-3.01 and article 10-4.00, the Board shall pay in advance to the carrier the transportation costs of the transferred professional and of 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), the expenses shall also be paid to a professional not covered by the preamble of clause 10-3.01.
- F) Article 10-4.00 shall also apply to a professional assigned or transferred in a locality situated more than 50 kilometres from the locality where he or she was recruited.

10-3.04

For the purpose of subparagraph d) of clause 10-3.01, the parties agree that the Board shall assume the costs of storing the professional's furniture according to the following terms and conditions:

- a) unless there is an agreement to the contrary between the Board and the professional, the professional 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 professional shall store his or her furniture with the company which gave the lowest bid (or quotation);
- c) the costs shall be paid by the Board at the earliest on the date on which the professional begins his or her assignment in one of the sectors mentioned in clause 10-1.02 and at the latest on the date on which the professional is no longer assigned to that sector;
- d) unless there is an agreement to the contrary between the Board and the professional, the Board shall not assume the costs of storing furniture with relatives or 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 paid by the professional.

10-3.05

The weight of 228 kilograms prescribed in subparagraph 1) of paragraph b) of clause 10-3.01 shall be increased by 45 kilograms per year of service spent in one of the sectors described in clause 10-1.02 in the employ of the Board.

10-3.06

If both spouses, within the meaning of clause 10-1.01, 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 equivalent benefits from another employer or another source, the Board shall not be required to provide any reimbursement.

10-4.00 OUTINGS**10-4.01**

The fact that the spouse is employed by the Board or by another employer cannot have the effect of granting the professional more paid outings than that prescribed in the agreement.

A1 10-4.02

- A) In proportion to the duration of his or her assignment in one of the sectors described in clause 10-1.02, the Board shall assume for the professional 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 year for the professional and his or her dependents up to the point of departure, unless he or she agrees with the Board on a different arrangement.
- B) The expenses paid 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 professional recruited outside Québec, the 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 his or her domicile at the time of engagement;
 - 2) or the equivalent of the cost of a return regular flight from the place of assignment to Montréal.
- D) In all cases, the expenses shall be paid or reimbursed by the Board upon presentation of supporting vouchers by the professional.
- E) The point of departure shall not be modified due to the fact that the professional who was nonreengaged because of surplus of personnel and is subsequently reengaged chose to remain in the territory during the period of unemployment.

10-4.03

The trips of the professional and his or her dependents prescribed in clauses 10-3.01 and 10-3.03 must be included in the outings to which he or she is entitled under clause 10-4.02.

10-4.04

The professional shall be reimbursed, upon presentation of supporting vouchers, for the cost of transporting his or her personal effects and those of his or her dependents up to 45 kilograms per person, once a year (return trip), for one of his or her outings prescribed in clause 10-4.02.

A1 10-4.05

The outings to which the professional is entitled, as prescribed in paragraph A) of clause 10-4.02, may be used by his or her spouse or dependent child as defined in clause 10-1.01, who does not reside with the professional in the locality, to visit him or her.

10-4.06

The Board shall pay the cost of the return flight for the professional or one of his or her dependents who must be urgently evacuated from his or her place of work in one of the localities referred to in clause 10-1.02 for reasons of health, accident or a complication due to pregnancy. The professional must prove that it was necessary for him or her to be evacuated. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The Board shall also pay for the return flight of the person who accompanies the person evacuated from his or her place of work.

10-4.07

The Board shall authorize a professional to take a leave of absence without salary if one of his or her dependents must be evacuated for reasons of emergency prescribed in clause 10-4.06 in order to allow him or her to accompany his or her dependent, subject to the rights acquired under special leaves.

10-5.00 REIMBURSEMENT OF TRANSIT EXPENSES**10-5.01**

The Board shall reimburse the professional, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and lodging, where applicable) for himself or herself and for his or her dependents when he or she is engaged and on any outing prescribed in article 10-4.00, provided that these expenses not be assumed by a carrier.

The expenses shall be limited to the amounts prescribed in the policy established by the Board applicable to all its employees.

10-6.00 DEATH**10-6.01**

In the event of the death of the professional or of one of his or her dependents, the Board shall pay the transportation for the repatriation of the mortal remains. Moreover, the Board shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place situated in Québec in the event of the professional's death.

10-7.00 LODGING**10-7.01**

The obligations and practices of the Board to provide lodging for the professional at the time of engagement shall be maintained.

10-7.02

The rents charged to professionals shall be those determined hereinafter and are based on the number of professionals living therein. Thus, if 2 professionals share the same dwelling, the rate charged to each of them shall be equal to half the rate provided hereinafter.

The rates provided hereinafter shall apply and shall be deducted from each payment of salary. However, in the case of a professional who leaves his or her dwelling for the duration of his or her annual vacation, the rates shall be limited to 24 instalments.

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
1 bedroom	\$63
2 bedrooms	\$81
3 bedrooms	\$101
4 bedrooms	\$120

10-7.03

The rent charged to professionals shall be adjusted on January 1 of each year in relation to the average progression of the salary scales and rates.

10-7.04

The Board shall be required to withhold and deduct from the professional's salary the amount that he or she must pay as rent to the Board.

10-7.05

In the case where a professional, 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 professional shall allow the replacement to take his or her dwelling and the Board shall:

- pay the transportation, by a recognized firm, of all the personal effects and furniture of the professional concerned, including packing and storage with a recognized firm;
- reimburse the costs of the disconnection and reinstallation of the telephone service;
- put back, upon his or her return, all the personal effects and furniture in the same dwelling that the professional occupied before his or her leave.

10-7.06

Where a professional is on an authorized leave for a minimum duration of 30 consecutive working days and must be replaced but who does not abandon 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 professional of the Board decides to share his or her dwelling voluntarily, the rent shall be shared equally among the occupants. However, the professional who accepts to share his or her dwelling will be exempted from paying his or her share during the period of joint occupancy.

10-8.00 FOOD TRANSPORTATION**A1 10-8.01**

The professional who must provide for his or her own food provisions in the localities of Whapmagoostui, Wemindji, Eastmain, Waskaganish and Nemaska shall be reimbursed, upon presentation of supporting vouchers, for food transportation expenses, up to the following weights:

- a) 727 kilograms per year per adult and per child of 12 years of age and over,
- b) 364 kilograms per year per child under 12 years of age.

The transportation shall be carried out by road, parcel post or air freight, according to the least expensive rate, it being understood that the professional shall choose the supply centre but the Board shall be required to reimburse, in the case of road transportation, only the equivalent of the cost by road transportation from Val d'Or.

Every year, the professional whose food transportation expenses are reimbursed shall be entitled, on March 1, to an additional allowance equal to 66% of the food transportation expenses incurred during the preceding calendar year.

However, the allowance due on March 1, 2000 and March 1, 2001 shall be paid according to the time limits prescribed in paragraph F) of clause 6-2.01.

10-9.00 MISCELLANEOUS PROVISIONS

10-9.01

For the purpose of applying subparagraph 4) of paragraph A) of clause 10-3.03, the professional shall be entitled to the reimbursement of the cost of transporting his or her snowmobile, motorcycle or all-terrain vehicle upon presentation of supporting vouchers.

The transportation shall be carried out according to the method agreed to by the Board and the professional.

APPENDIX A CONTRACT OF ENGAGEMENT

The Cree School Board with its head office at _____
engages the services of:

NAME: _____

ADDRESS: _____

SOCIAL INSURANCE NUMBER: _____ TEL.: _____

1. Status of professional:

a) regular

supernumerary

substitute person replaced: _____

b) full-time part-time

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

3. For a substitute professional or a supernumerary professional, indicate the duration of the contract: _____

4. Date of entry into service with the Board: _____

5. Date of entry into service with the Board as a professional: _____

6. Classification, placement and salary upon engagement:

Employment group: _____

Step: _____ Annual salary: _____

7. Group contract:

The professional acknowledges having received a copy of the collective agreement in effect concluded between the Board and the Union and having read it. The contracting parties declare to submit the provisions of this contract to the provisions of the collective agreement.

8. Special provisions:

Signed at _____ on _____ 20____.

For the Board

Professional

APPENDIX B MOVING EXPENSES

Article 1 The provisions of this appendix aim to determine that to which the professional, who can benefit from a reimbursement of his or her moving costs, is entitled as moving expenses.

Article 2 Moving expenses shall not be applicable to the professional unless the Regional Placement Bureau accepts that the relocation of the professional necessitates his or her moving.

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

Transportation costs of furniture and personal effects

Article 3 The Board shall reimburse, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the professional concerned, including the packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home on the condition that he or she provide in advance at least 2 detailed quotations of the costs to be incurred.

Article 4 However, the Board shall not pay the cost of transporting the professional's personal vehicle unless the location of his or her new domicile is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc. shall not be reimbursed by the Board.

Storage

Article 5 When the move from one domicile to another cannot take place directly because of uncontrollable circumstances, other than the construction of a new domicile, the Board shall reimburse the costs of storing the professional's furniture and personal effects and those of his or her dependents for a period not exceeding 2 months.

Concomitant moving expenses

Article 6 The Board shall pay a moving allowance of \$750 to any transferred professional with a dependent¹ or of \$200 to a transferred professional who is single in compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the professional is assigned to a location where complete facilities are placed at his or her disposal by the Board.

Nevertheless, the \$750 moving allowance payable to the transferred professional with a dependent¹ shall also be payable to the single professional who maintains a dwelling.

Compensation for lease

Article 7 The professional referred to in article 1 shall also be entitled, if need be, to the following compensation: for the abandonment of a dwelling without a written lease, the Board shall pay the equivalent of one month's rent. If there is a lease, the Board shall indemnify the professional who must terminate his or her lease and for which the landlord demands compensation to a maximum period of 3 months' rent. In both cases, the professional must attest that the landlord's request is well-founded and must present supporting vouchers.

Article 8 If the professional chooses to sublet his or her dwelling himself or herself, reasonable costs for advertising the sublease shall be assumed by the Board.

¹ Dependent means the spouse and dependent child as defined in subparagraph a) of clause 10-1.01.

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

Article 9 The Board shall reimburse, relative to the sale of the principal house-residence of the relocated professional, the following expenses:

- a) the real estate agent's fees, upon presentation of:
 - the contract with the real estate agent immediately after its passing;
 - the sales contract;
 - the bill of the agent's fees;
- b) the cost of notarized deeds chargeable to the professional for the purchase of a house for the purpose of residence at his or her place of assignment on the condition that the professional is already the proprietor of his or her house at the time of his or her transfer and that the house is sold;
- c) the penalty for breach of mortgage, where applicable;
- d) the proprietor's transfer tax, where applicable.

Article 10 When the house of the relocated professional, although it has been put up for sale at a reasonable price, is not sold at the time when the professional must enter a new agreement for lodging, the Board shall not reimburse the costs for looking after the unsold house. However, in this case, upon presentation of supporting vouchers, the Board shall reimburse for a period not exceeding 3 months the following expenses:

- a) municipal and school taxes;
- b) the interest on the mortgage;
- c) the cost of the insurance premium.

Article 11 In the case where a relocated professional chooses not to sell his or her principal house-residence, he or she may benefit from the provisions of this article in order to avoid a double financial burden due to the fact that his or her principal residence is not rented 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 the new rent, up to a period of 3 months, upon presentation of the lease. Moreover, the Board shall reimburse him or her for the reasonable costs of advertisement and the cost of no more than 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.

Accommodation expenses

Article 12 When the move from one domicile to another cannot take place directly because of uncontrollable circumstances other than the construction of a new residence, the Board shall reimburse the professional for the accommodation expenses for him or her and his or her family, in accordance with the regulation concerning travel expenses in effect at the Board, for a period not exceeding 2 weeks.

Article 13 If the move is delayed with the authorization of the Board or if the professional's dependents¹ are not relocated immediately, the Board shall assume the professional's transportation costs up to 500 kilometres to visit his or her family every 2 weeks if the distance to be covered is equal to or less than 500 kilometres, return trip, and once a month if the distance to be covered exceeds 500 kilometres, return trip, up to a maximum of 1600 kilometres.

Article 14 Moving expenses prescribed in this appendix shall be reimbursed within 60 days of the date on which the professional submits supporting vouchers to the Board that engages him or her.

¹ Dependent means the spouse and dependent child as defined in subparagraph a) of clause 10-1.01.

A1 APPENDIX C**WORKPLACE**

The Board and the Union agree to implement a pilot project allowing certain professionals to work at home. The pilot project is only applicable to those tasks not performed in the presence of students.

If need be, the provisions of this appendix shall be applied with necessary adjustments.

After receiving authorization or upon request from the Board, a professional may perform part of his or her tasks outside his or her regular workplace.

The Board consults with the Union on the tasks, the duration and the conditions of application for each case.

The professional and the Board must agree on the duration and the conditions of application.

The Board and the Union periodically assess the conditions of application of those requests that have been selected.

A1 APPENDIX D

ADDITION OF RESOURCES FOR AT-RISK STUDENTS AND STUDENTS WITH HANDICAPS, SOCIAL MALADJUSTMENTS OR LEARNING DISABILITIES

For each of the 2006-2007 to 2008-2009 school years, the Ministère shall grant the Board additional budgetary resources so as to improve the services provided to at-risk students and to students with handicaps, social maladjustments or learning disabilities.

The additional resources shall be distributed as follows:

School year	Additional amount	Total
2006-2007	\$390 000	\$390 000
2007-2008	\$195 000	\$585 000
2008-2009	\$195 000	\$780 000

The Board shall distribute the additional amounts received from the Ministère for at-risk students and students with handicaps, social maladjustments or learning disabilities among the department of special education, the centres and the schools and shall inform the unions of the distribution before September 30 of each year.

The department of special education, the centres and the schools shall consult the union delegate representing each category of personnel (teachers, professionals and support) under their responsibility on the organizational choices to be adopted or implemented to improve the delivery of services to at-risk students and to students with handicaps, social maladjustments or learning disabilities. Once the consultation is completed, the administration concerned shall draw up its plan of actions and make it known.

In addition, the Ministère shall grant the Board the following sums for the professional development of the personnel (teachers, professionals and support) working with the students as well as for the teaching staff assigned to multigrade classes:

- \$24 900 for the 2006-2007 school year;
- \$30 500 for the 2007-2008 school year;
- \$36 850 for the 2008-2009 school year.

The distribution and consultation procedures concerning the allocations of these amounts shall be the same as those applicable to the allocation of additional resources for at-risk students and students with handicaps, social maladjustments or learning disabilities.

The balance of the amounts prescribed in this appendix for a given school year shall be carried over to the following school year.

APPENDIX E

LEAVE WITH DEFFERED SALARY

Article 1 The tenured professional who so requests may benefit from a leave with deferred salary for a duration of 6 months or of 12 months.

The granting of such a leave shall be the exclusive responsibility of the Board; however, in the case of refusal, if the professional so requests, the Board shall provide him or her with the reasons for its refusal.

Notwithstanding the foregoing, the Board cannot refuse a request if the leave permits the utilization of a professional on availability.

Article 2 The leave shall be subject to the provisions of this appendix.

Article 3 The purpose of the leave is not to provide for the payment of benefits at the time of retirement nor the deferral of income tax. Moreover, during the year of the leave, the professional cannot receive any remuneration from the Board or from another person or company with which the Board has ties other than the amount corresponding to the percentage of his or her salary for the duration of the contract.

Article 4 The Board and the professional may agree in writing on a contract for a duration of 2, 3, 4, or 5 years.

Article 5 If, for a reason stipulated in the contract or agreed between the Board and the professional, the leave is postponed, the leave must start no later than 6 years from the date on which the salary began to be deferred.

Article 6 The leave with deferred salary shall be for a duration of 12 months or of 6 months and the end of the leave must coincide with the date stipulated for the end of the contract determined hereinafter. The duration of the leave with deferred salary must be at least 6 consecutive months and cannot be interrupted under any circumstances.

Article 7 For the duration of the contract, except during the period of the leave with deferred salary, the professional's workload shall remain the same as that required before the beginning of the contract.

Article 8 Upon his or her return, the professional shall be reinstated in the position he or she held at the time of his or her departure on a leave or another position to which he or she is reassigned or transferred, the foregoing subject to the other provisions of the agreement.

The professional shall be reinstated in his or her position after the leave for a duration equal to the leave but he or she need not be reinstated immediately after the leave.

Article 9 The contract concluded between the professional and the Board shall remain in force for the duration stipulated therein and shall remain subject to the arbitration procedure under Chapter 9-0.00, notwithstanding the expiry of this agreement.

Article 10 The contract must comply with the form provided hereinafter, which shall be part of this appendix.

Article 11 Should the provisions be incompatible with the other provisions of the agreement, the provisions of this appendix shall prevail.

LEAVE WITH DEFERRED SALARY

CONTRACT CONCLUDED
BETWEEN

THE CREE SCHOOL BOARD

hereinafter called the Board

AND

SURNAME: _____ GIVEN NAME: _____

ADDRESS: _____

hereinafter called the professional

LEAVE WITH DEFERRED SALARY**I Duration of contract**

This contract shall come into force on _____ and shall expire on _____.

II Duration of leave with deferred salary

The duration of the leave shall be for 6 months or one year, that is, from _____ to _____.

III Salary

During each of the years referred to in this contract, the professional shall receive _____% of the salary he or she would have received under the applicable collective agreement.

The percentage of salary applicable according to the duration of the contract shall be determined as follows:

- a) A 6-month leave
 - in the case of a 2-year contract: 75% of the salary;
 - in the case of a 3-year contract: 83.34% of the salary;
 - in the case of a 4-year contract: 87.5% of the salary;
 - in the case of a 5-year contract: 90% of the salary.
- b) A 12-month leave
 - in the case of a 3-year contract: 66.67% of the salary;
 - in the case of a 4-year contract: 75% of the salary;
 - in the case of a 5-year contract: 80% of the salary.

IV Benefits

- A) During each of the years of this contract, the professional shall avail himself or herself, insofar as he or she is normally entitled to them, of the following benefits:
 - life insurance plan;
 - health insurance plan;
 - sick-leave days under paragraph A) of clause 5-10.40 redeemed, where applicable, according to the percentage of the salary to which he or she is entitled under section III;
 - accumulation of seniority;
 - accumulation of experience.
- B) During the leave with deferred salary, the professional shall not be entitled to any of the premiums prescribed in his or her collective agreement. During each of the other years of this contract, he or she shall be entitled, where applicable, to all of the premiums, without taking into account the decrease in his or her salary under section III.
- C) For the purpose of calculating vacation credits, each of the years of the contract shall constitute continuous service.

For each year of the contract during which the professional is at work, vacation shall be remunerated at the percentage of salary prescribed in section III.

For the 12-month leave, the year of the leave shall include the annual vacation to which the professional is entitled and, for the 6-month leave, the period of leave shall include half the annual vacation to which the professional is entitled.

The vacation to which the professional is entitled after the contract has expired shall be remunerated at the salary rate applicable under the collective agreement.

- D) Each of the years referred to in this contract shall count as a period of service for the purpose of the pension plans in force.
- E) During each of the years referred to in this contract, the professional shall be entitled to all the other benefits of his or her collective agreement compatible with the provisions of this contract and which he or she would have had had he or she not signed this contract.

V Retirement, withdrawal or resignation of the professional

In the event of the retirement, withdrawal or resignation of the professional, this contract shall expire on the date of the retirement, withdrawal or resignation under the condition described hereinafter:

The Board shall reimburse the professional, for the term of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the applicable agreement had he or she not signed this contract and the salary received under this contract, without interest.

VI Dismissal of the professional

In the event of the dismissal of the professional or the cancellation of the professional's engagement following a breach of contract, this contract shall terminate on the effective date of the dismissal or cancellation of engagement. The conditions prescribed in section V shall then apply.

VII Leave without salary

During the term of this contract, the professional shall not be entitled to any leave without salary except those granted obligatorily under the applicable collective agreement. In this case, this contract shall terminate on the date of the beginning of the leave without salary. However, the leave with deferred salary cannot extend beyond a maximum 6-year period following the date on which the amounts began to be deferred.

The condition prescribed in section V shall then apply.

The Board and the professional may agree that the provisions of this section not apply in the case of a leave without salary the duration of which is 5 working days or less.

VIII Nonreengagement of the professional

In the event that the professional is nonreengaged during this contract, the latter shall terminate on the date of the nonreengagement. The condition prescribed in section V shall then apply.

IX Placement on availability of the professional

In the case of the professional placed on availability, this contract shall be maintained.

In the event that the professional is relocated to another employer in the education sector, the contract shall be transferred to the new employer, unless the latter refuses, in which case the condition prescribed in section V shall then apply.

X Death of the professional

In the event of the professional's death during the term of this contract, the contract shall terminate on the date of the professional's death and the conditions prescribed in section V shall then apply.

XI Disability

- A) The professional shall receive a percentage of the salary insurance benefit to which he or she is entitled under the applicable collective agreement equal to the percentage of salary he or she receives under section III of this contract.

- B) Disability develops before the leave is taken and still exists at the time when the leave begins.

In this case, the professional shall choose:

- a) to defer the leave to the school year which immediately follows that during which the disability ended or to another period agreed to between him or her and the Board. However, the leave with deferred salary cannot extend beyond a maximum 6-year period following the date on which the amounts began to be deferred;
- b) to terminate this contract and thus receive the salary prescribed in section V that has not been paid.
- C) Disability develops during the leave with deferred salary.

This leave with deferred salary cannot be interrupted. However, disability shall be considered as beginning on the date the professional returns to work.

- D) The disability lasts for more than 2 years.

At the end of the 2-year period, this contract shall terminate and the condition prescribed in section V shall then apply.

XII Maternity leave (20 or 21 weeks) and leave for adoption (10 weeks)

- A) The leave takes place during the leave with deferred salary.

The leave with deferred salary cannot be interrupted for a maternity leave or leave for adoption.

- B) The leave takes place before and ends before the leave with deferred salary.

The contract shall be interrupted for the duration of the maternity leave or leave for adoption and shall be extended accordingly after its completion. During the interruption, the provisions of the collective agreement applicable to the maternity leave or leave for adoption shall apply.

- C) The leave takes place before the leave with deferred salary and is still in progress at the time when the latter begins.

In this case, the professional shall choose:

- a) to defer the leave with deferred salary to another school year or another period agreed to with the Board. However, the leave with deferred salary cannot extend beyond a maximum 6-year period following the date on which the amounts began to be deferred;
- b) or to terminate this contract and thus receive the salary prescribed in section V that has not been paid.

XIII Reimbursement schedule

A) A 6-month leave

- a) For 2-year contract:
- after 6 months of implementation of the contract: 100% of the amount received;
 - after one year of implementation of the contract: 66.67% of the amount received.
- b) For a 3-year contract:
- after 6 months of implementation of the contract: 100% of the amount received;

- after one year of implementation of the contract: 80% of the amount received;
 - after 2 years of implementation of the contract: 40% of the amount received.
- c) For a 4-year contract:
- after 6 months of implementation of the contract: 100% of the amount received;
 - after one year of implementation of the contract: 85.71% of the amount received;
 - after 2 years of implementation of the contract: 57.14% of the amount received;
 - after 3 years of implementation of the contract: 28.57% of the amount received.
- d) For a 5-year contract:
- after 6 months of implementation of the contract: 100% of the amount received;
 - after one year of implementation of the contract: 88.88% of the amount received;
 - after 2 years of implementation of the contract: 66.67% of the amount received;
 - after 3 years of implementation of the contract: 44.44% of the amount received;
 - after 4 years of implementation of the contract: 22.22% of the amount received.

B) A 12-month leave

- a) For a 3-year contract:
- after one year of implementation of the contract: 100% of the amount received;
 - after 2 years of implementation of the contract: 50% of the amount received.
- b) For a 4-year contract:
- after one year of implementation of the contract: 100% of the amount received;
 - after 2 years of implementation of the contract: 66.67% of the amount received;
 - after 3 years of implementation of the contract: 33.33% of the amount received.
- c) For a 5-year contract:
- after one year of implementation of the contract: 100% of the amount received;
 - after 2 years of implementation of the contract: 75% of the amount received;

- after 3 years of implementation of the contract: 50% of the amount received;
- after 4 years of implementation of the contract: 25% of the amount received.

XIV This contract shall remain in force for the duration specified at the time it was concluded, subject to the other provisions of this contract.

IN WITNESS WHEREOF, the parties have signed in _____ on this ____ day of the month of _____ 20__.

For the Board

Professional

c.c.: Union

APPENDIX F

AUTHORIZATION TO CONSULT A PERSONAL FILE

TO THE ATTENTION OF THE Cree School Board

I, the undersigned, professional of the Cree School Board shall hereby authorize

(authorized person's surname and given name),

union delegate, to consult my personal file at the Cree School Board after having made an appointment.

IN WITNESS WHEREOF, the parties have signed in _____ on this ____ day of the month of _____ 20____.

Surname and Given Name of Professional

Signature

A1 APPENDIX G FEMINIZATION OF TEXTS

These rules apply to the French text only.

A1 APPENDIX H LETTER OF AGREEMENT ON HOUSING IN THE NORTH (PROTOCOL)

In order to solve the housing shortage problem, the Cree School Board, hereafter called the Board, and the Association de l'enseignement du Nouveau-Québec and the Syndicat des professionnelles et professionnels en milieu scolaire du Nord-Ouest, hereafter called the unions, agree to the following:

- 1) The Board and the unions agree to discuss housing in the North.
- 2) To this end, within 30 days of signing of the amendment to the collective agreements, the Board and the unions shall set up a committee made up of 6 persons, of which 3 are appointed by the Board and 3 by the unions.
- 3) The mandate of the committee shall be to study the following issues:
 - the housing shortage and the concrete measures to be taken to resolve this shortage;
 - housing provided to an employee hired to replace another employee;
 - any other relevant subject agreed upon mutually by the committee members.
- A2** 4) The Board and the unions shall continue to discuss housing in the North until December 22, 2007 and, on that date, shall take stock of the progress of the proceedings according to the criteria to be determined. Where applicable, the parties shall agree on a new schedule and, if required, on new conditions of operation for the continuation of discussions.
- 5) When a meeting of the committee dealing with housing in the North is held, the transportation costs incurred by the delegates who are members of the committee shall be paid by the Board if said transportation costs, between the workplace and the committee's meeting place, are incurred in accordance with the transportation policy in effect at the Board.

These union leaves shall not be reimbursable by the unions.
- 6) Within the discussions provided for in this letter of agreement, the Board and the unions may identify measures designed to review the Board's policy on housing and also, where applicable, agree on changes to the collective agreements.
- 7) However, the discussions provided for in this letter of agreement may not constitute a revision of the collective agreements that could lead to a dispute as defined in the *Labour Code* (R.S.Q., c. C-27).

APPENDIX I**NONWORKING DAYS WITH PAY**

The Board shall grant, for the duration of the agreement, professionals who are beneficiaries under the James Bay and Northern Québec Agreement, 5 nonworking days with pay during the spring and fall goose hunting period. The days are added to the nonworking days with pay under article 7-5.00 of the collective agreement.

It is understood that these 5 days must be taken in compliance with the school calendar of each community so as not to interfere with the smooth operation of the schools. A professional must inform his or her immediate superior of the season he or she prefers at the beginning of the school year.

A1 APPENDIX J

WRITING RULES

The parties agree to adopt the following writing rules and modify the corresponding texts according to the present measures:

- 1) the title of an act is written in *italics* and its alphanumeric reference is indicated in parentheses:

Example: *Labour Code* (R.S.Q., c. C-27)

- 2) this rule applies to the French text only;
- 3) this rule applies to the French text only;
- 4) figures are written as follows: 1 is written in full; starting with 2, figures are written in number only:

Examples: ... can be used one day at a time ...;
... 3 Union representatives ...;

In addition, *per cent* or *percentage* are written using the % symbol:

Example: ... equal or over 75%.

A1 APPENDIX K SOCIAL ISSUE PROJECTS

The Board and the Union agree to apply the provisions prescribed in this appendix, on an experimental basis and only to those social issue projects for which at least 50% of the financing comes from a source outside of the Board.

The Board and the Union shall agree on the type of social issue projects applicable within the provisions prescribed in this appendix.

The Board consults with the Union on the tasks, the duration and the conditions of application for each project.

The Board and the Union assess each year the conditions of application of any social issue projects.

Notwithstanding the provisions prescribed in clauses 5-1.04 and 5-1.05 of the agreement, a professional may be hired as supernumerary for a social issue project for a period of at least 12 months and not exceeding 60 months. In addition, the provisions prescribed in clause 2-1.04 do not apply to the professional hired within the provisions prescribed in this appendix.

When the Board decides to transform the supernumerary position related to the project into a regular position or to extend the position beyond 60 months, the professional who holds the position when it is transformed or extended shall continue to be assigned to that position and shall obtain the status of regular professional and tenure, subject to the following conditions:

- the professional has been holding the position for a minimum of 2 years prior to the transformation or extension;
- he or she has not received a negative evaluation from the Board within the context of article 8-9.00.

In this case, the Board shall recognize the advantages and benefits that the professional acquired with the Board.

This appendix shall no longer be valid as of March 31, 2010. Notwithstanding the aforementioned, this appendix shall continue to be valid, where applicable, for a project that started no later than March 31, 2008.

APPENDIX L

PROGRESSIVE RETIREMENT PLAN

- Article 1 The purpose of the progressive retirement plan shall be to permit a professional to reduce his or her time worked for a period of one to 5 years at the end of which the professional shall retire. The professional's time worked must not be less than 40% of the regular workweek prescribed in article 8-1.00 of the collective agreement. However, the scheduling of the time worked may be subject to different terms and conditions as stipulated in paragraph C) of article 14 of this appendix. The scheduling cannot modify the number of salary payments received by the professional prior to concluding the agreement.
- Article 2 The plan can only apply according to law or the regulations and is subject to the provisions of this appendix.
- Article 3 Only the regular professional whose regular workweek is greater than 40% of the regular workweek prescribed in article 8-1.00 of the collective agreement and who is a member of one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit, and only once, from the plan.
- Article 4 To be eligible for the plan, the professional 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 professional shall sign the form required by CARRA and shall forward a copy to the Board.
- Article 5 The professional who wishes to benefit from the plan must forward a written request to the Board 90 days prior to the beginning of the progressive retirement period. The request must specify the period during which the professional intends to benefit from the plan and the time he or she intends to work during that period.
- Article 6 The professional 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.
- Article 7 Approval of the request for the progressive retirement plan shall be the exclusive responsibility of the Board.
- However, should the request be refused, the Board shall provide, at the professional's request, the reasons for its refusal.
- Article 8
- A) For the duration of the agreement, the professional shall avail himself or herself, insofar as he or she is normally entitled to them and in proportion to the time worked stipulated in the agreement, of the following benefits:
- salary;
 - sick-leave days according to paragraph A) of clause 5-10.40 of the collective agreement, redeemed, where applicable;
 - salary insurance;
 - vacation;
 - other monetary benefits.
- B) For the duration of the agreement, the professional shall be entitled to all the other benefits of the collective agreement compatible with the provisions of this appendix and to which he or she would be entitled had he or she not concluded the agreement.
- C) The period covered by the agreement shall count as a period of service for the purpose of the 3 pension plans currently in effect (CSSP, RREGOP and TPP).
- D) For the duration of the agreement, the professional and the Board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the professional had not benefited from the plan.

- E) The fact that the professional is placed on availability shall not modify the agreement concluded under this appendix.

Article 9 Should the professional not be entitled to his or her pension upon the expiry of the agreement due to circumstances beyond his or her control as stipulated by regulation, the agreement shall be extended to the date on which the professional will be entitled to his or her pension even though the total progressive retirement period exceeds 5 years.

Any changes in the dates set for the beginning and end of the agreement must have the prior approval of CARRA.

Article 10 In the event of the retirement, resignation, termination of employment for breach of contract, nonreengagement, dismissal, death of the professional or, where applicable, upon expiry of the extension agreed to under article 9 of this appendix, the agreement shall terminate on the date on which the event occurs. The same shall apply in the event of the professional's withdrawal, which can only occur with the approval of the Board.

The agreement shall also terminate if the professional is relocated to another employer as a result of the application of the provisions of the collective agreement, unless the new employer agrees to continue the agreement, subject to the approval of CARRA.

If the agreement becomes null or terminates due to circumstances mentioned previously or stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner stipulated by regulation.

Article 11 Upon expiry of the agreement, the professional shall be considered as having resigned and shall be pensioned off.

Article 12 Should the provisions of this appendix be incompatible with other provisions of the collective agreement, the provisions of this appendix shall prevail.

Article 13 The Board and the professional shall sign, where applicable, the agreement in article 14 of this appendix.

Article 14 The Board and the professional shall use, where applicable, the form provided in this article:

**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 PROFESSIONAL

A) Period Covered by the Progressive Retirement Plan

This agreement shall come into force on _____, 20__ and shall expire on _____, 20__.

The agreement can expire on another date under the circumstances and according to the terms and conditions prescribed in articles 9 and 10 of Appendix L.

B) Time Worked

For the period covered by the agreement, the percentage of the professional's time worked in relation to the regular workweek prescribed in article 8-1.00 of the collective agreement is:

Notwithstanding the preceding paragraph and paragraph C) of this agreement, the Board and the professional may agree to change the time worked and the schedule, provided, however, that the time worked is not less than 40% of the regular workweek prescribed in article 8-1.00 of the collective agreement.

C) **Other Terms and Conditions for Applying the Plan Agreed to with the Professional**

(The percentage of the professional's time worked in relation to the regular workweek prescribed in article 8-1.00 of the collective agreement may be scheduled other than on a weekly basis.)

D) The provisions of Appendix L shall form an integral part of this agreement.

.....

IN WITNESS WHEREOF, the parties have signed in _____ on this ____ day of the month of _____ 20____.

For the Board

Signature of the professional

A1 APPENDIX M FAMILY RESPONSIBILITIES

The 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 regional, local or sectorial parties, as the case may be, to strike a better balance between parental and family responsibilities and work-related responsibilities in determining the working conditions and their application.

A1 APPENDIX N

LIST OF SCHOOL BOARDS LOCATED IN THE TERRITORY OF THE REGIONAL OFFICES

Regional offices	School boards
Region 01 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
Region 02 Du Saguenay-Lac-Saint-Jean	De La Jonquière Lac-Saint-Jean (du) Pays-des-Bleuets (du) Rives-du-Saguenay (des)
Region 03 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)
Region 04 De la Mauricie et du Centre-du-Québec	Bois-Francs (des) Chemin-du-Roy (du) Chênes (des) Énergie (de l') Riveraine (de la)
Region 05 De l'Estrie	Eastern Townships Hauts-Cantons (des) Région-de-Sherbrooke (de la) Sommets (des)
Region 06.1 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
Region 06.2 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
Region 06.3 De Montréal	English-Montréal Kativik Lester-B.-Pearson Marguerite-Bourgeoys Montréal (de) Pointe-de-l'Île (de la)
Region 07 De l'Outaouais	Coeur-des-Vallées (au) Draveurs (des) Hauts-Bois-de-l'Outaouais (des) Portages-de-l'Outaouais (des) Western Québec
Region 08 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)
Region 09 De la Côte-Nord	Estuaire (de l') Fer (du) Littoral (du) Moyenne-Côte-Nord (de la)

A2 APPENDIX O IMPLEMENTATION OF THE PAY EQUITY PROGRAM

This appendix contains and adapts the provisions applicable to professionals of the agreement concerning the implementation of the pay equity plan applicable for the health and social services and education sectors established under the *Pay Equity Act*¹ (R.S.Q., c. E-12.001).

The provisions are as follows:

Agreement concerning the implementation of the Pay Equity Plan applicable to the education sector established under the *Pay Equity Act* (R.S.Q., c. E-12.001).

Whereas the salary adjustments apply under the Pay Equity Plan for the categories of employment in the education sector;

Whereas articles 71 and 74 of the *Pay Equity Act* (R.S.Q., c. E-12.001);

The parties agreed that:**Section I General provisions applicable to the education sector**

- 1) The salary scales and rates found in this agreement were determined under the Pay Equity Plan that was subject of a notice following the second posting signed by the members of the Committee on December 14, 2006.
- 2) In the education sector, the salary scales and rates found shown in Appendix 1² of the present Appendix O replace the salary scales and rates of the collective agreements or anything in lieu thereof and apply as of the dates specified.
- 3) Within 60 days of December 21, 2006, the salary scales and rates for the employment groups or titles affected by the pay equity adjustment shall be amended in accordance with the present agreement.
- 4) The professional is entitled to a retroactive payment, based on the duration of his or her services, equal to the difference between:
 - the salary he or she received for the period between November 21, 2001 and the date of the coming into force of the revised salary scales and rates found in Appendix 1² of the present Appendix O;and
 - the salary he or she would have received for the same period by applying the new salary scales and rates.

Except for the professionals referred to in paragraph 5 of section II, the amounts owing shall be paid no later than April 30, 2007.

- 5) The professional, whose salary is, on the day preceding the date of adjustment of the salary scales and rates, higher to the single rate or at the maximum rate of the salary scale in effect for his or her employment group or title and equal or higher to the new single rate or to the new maximum rate of the salary scale, shall not receive any adjustment payment.

¹ Agreement entered on December 21, 2006 between the Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS), the Centrale des syndicats démocratiques (CSD), the Centrale des syndicats du Québec (CSQ), the Confédération des syndicats nationaux (CSN), the Fédération des travailleurs et travailleuses du Québec (FTQ), the Fédération indépendante des syndicats autonomes (FISA) representing employees covered by a collective agreement negotiated with the Comité patronal de négociation pour les commissions scolaires francophones, the Management Negotiating Committee for the English-language School Board, the Management Negotiating Committee for the Cree School Board, the Management Negotiating Committee for the Kativik School Board and the Conseil du trésor.

² This excerpt is taken from Appendix 4 of the agreement referred to in the preceding footnote.

- 6) The professional, whose salary is, on the day preceding the date of adjustment of the salary scales and rates, equal or higher than the single rate or the maximum rate of the salary scale in effect for his or her employment group or title, and lower than the new single rate or the new maximum rate of the salary scale, shall see his or her salary rate brought up to the new single rate or to the maximum step of the salary scale.

However, this adjustment shall be equal to the difference between the corrected rate and the rate applicable on the day preceding this adjustment from which is reduced the fixed sum, where applicable, that shall be paid as an overscale professional.

Section II Other provisions

- 1) The rights and benefits associated with remuneration and prescribed in the collective agreements under the fiscal responsibility of the Board shall be adjusted retroactively as of November 21, 2001, as if the salary rates and scales had been applied on the dates on which they should have been.
- 2) Within 60 days of December 21, 2006, the union bodies, through the insurer, shall forward to the Board the rate or rates prescribed under the long-term salary insurance plan, to be applied, where applicable, to the amounts owing under paragraph 4 of section 1 and for which the union bodies are responsible financially.
- 3) Measures are put in place to allow a professional to receive the amounts to which he or she is entitled.
- 4) Within 90 days of the coming into force of this amendment, the Board shall provide the Union with the list of professionals who have left their jobs since November 21, 2001 and their last known address.
- 5) The professional whose employment ended between November 21, 2001 and the payment of retroactivity may submit a request to the Board for payment of the amounts owing.

Upon a professional's written request, in accordance with the preceding provisions, the Board shall pay the amounts owing on or before April 30, 2007 or within 30 days of the request, if it is made after April 1, 2007.

If an employer no longer exists, the request may be made to the successor employer if it is affected by these provisions or, failing this, to the ministry concerned.

- 6) The amounts owing to a professional under this appendix may be requested, where applicable, by his or her heirs and assigns.
- 7) The amounts determined under this agreement shall bear interest at the legal rate in accordance with the *Pay Equity Act* (R.S.Q., c. E-12.001).
- 8) Subject to this agreement, all the other provisions of the collective agreement continue to apply.
- 9) It is agreed that the merging or modifications to the employment titles or groups generated from new classifications or from the implementation of the Nomenclature cannot result, solely because of the merging or modifications, in changing the value of the positions, unless the tasks or the duties require such changes.
- 10) The parties shall adopt the necessary measures so that the collective agreement or anything in lieu thereof is amended, with the necessary changes, in accordance with the present agreement, as soon as possible, no later than March 31, 2007.

APPENDIX I SALARY ADJUSTMENTS

2111 Social Worker or Social Service Officer¹ (35 h)

Class	Step	Rates from 2001-11-21 to 2001-12-31 \$	Rates from 2002-01-01 to 2002-11-20 \$	Rates from 2002-11-21 to 2003-03-31 \$	Rates from 2003-04-01 to 2003-11-20 \$	Rates from 2003-11-21 to 2004-11-20 \$	Rates from 2004-11-21 to 2005-11-19 \$
0	1	32 639	33 455	33 644	34 317	34 511	34 706
0	2	33 727	34 570	34 766	35 461	35 662	35 864
0	3	34 896	35 768	35 970	36 689	36 897	37 106
0	4	36 107	37 010	37 219	37 963	38 178	38 394
0	5	37 364	38 298	38 515	39 285	39 507	39 731
0	6	38 662	39 629	39 853	40 650	40 880	41 111
0	7	39 999	40 999	41 231	42 056	42 294	42 533
0	8	42 124	43 177	43 421	44 289	44 540	44 792
0	9	43 629	44 720	44 973	45 872	46 132	46 393
0	10	45 209	46 339	46 601	47 533	47 802	48 073
0	11	46 829	48 000	48 272	49 237	49 516	49 796
0	12	48 541	49 755	50 037	51 038	51 327	51 618
0	13	50 327	51 585	51 877	52 915	53 214	53 515
0	14	52 175	53 479	53 782	54 858	55 168	55 480
0	15	54 093	55 445	55 759	56 874	57 196	57 520
0	16	55 425	56 811	57 133	58 276	58 606	58 938
0	17	56 787	58 207	58 536	59 707	60 045	60 385
0	18	60 094	61 596	61 945	63 184	63 542	63 902

Class	Step	Rates from 2005-11-20 to 2006-03-31 \$	Rates from 2006-04-01 to 2006-11-20 \$	Rates from 2006-11-21 to 2007-03-31 \$	Rates from 2007-04-01 to 2007-11-20 \$	Rates from 2007-11-21 to 2008-03-31 \$	Rates from 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
0	1	34 902	35 600	35 801	36 517	36 725	37 460	38 209
0	2	36 067	36 788	36 996	37 736	37 950	38 709	39 483
0	3	37 316	38 062	38 277	39 043	39 265	40 050	40 851
0	4	38 611	39 383	39 606	40 398	40 629	41 442	42 271
0	5	39 956	40 755	40 986	41 806	42 041	42 882	43 740
0	6	41 344	42 171	42 410	43 258	43 502	44 372	45 259
0	7	42 774	43 629	43 876	44 754	45 006	45 906	46 824
0	8	45 046	45 947	46 207	47 131	47 397	48 345	49 312
0	9	46 656	47 589	47 858	48 815	49 091	50 073	51 074
0	10	48 345	49 312	49 591	50 583	50 870	51 887	52 925
0	11	50 078	51 080	51 369	52 396	52 692	53 746	54 821
0	12	51 910	52 948	53 248	54 313	54 618	55 710	56 824
0	13	53 818	54 894	55 205	56 309	56 629	57 762	58 917
0	14	55 794	56 910	57 232	58 377	58 707	59 881	61 079
0	15	57 846	59 003	59 337	60 524	60 866	62 083	63 325
0	16	59 272	60 457	60 799	62 015	62 364	63 611	64 883
0	17	60 727	61 942	62 293	63 539	63 897	65 175	66 479
0	18	64 264	65 549	65 920	67 238	67 621	68 973	70 352

¹ Since September 30, 2006, the function code for the "Social Service Officer" employment group has been changed to 2149.

2106 Readaptation Officer (Psychoeducator¹) (35 h)

Class	Step	Rates from 2001-11-21 to 2001-12-31 \$	Rates from 2002-01-01 to 2002-11-20 \$	Rates from 2002-11-21 to 2003-03-31 \$	Rates from 2003-04-01 to 2003-11-20 \$	Rates from 2003-11-21 to 2004-11-20 \$	Rates from 2004-11-21 to 2005-11-19 \$
0	1	32 639	33 455	33 644	34 317	34 511	34 706
0	2	33 727	34 570	34 766	35 461	35 662	35 864
0	3	34 896	35 768	35 970	36 689	36 897	37 106
0	4	36 107	37 010	37 219	37 963	38 178	38 394
0	5	37 364	38 298	38 515	39 285	39 507	39 731
0	6	38 662	39 629	39 853	40 650	40 880	41 111
0	7	39 999	40 999	41 231	42 056	42 294	42 533
0	8	42 124	43 177	43 421	44 289	44 540	44 792
0	9	43 629	44 720	44 973	45 872	46 132	46 393
0	10	45 209	46 339	46 601	47 533	47 802	48 073
0	11	46 829	48 000	48 272	49 237	49 516	49 796
0	12	48 541	49 755	50 037	51 038	51 327	51 618
0	13	50 327	51 585	51 877	52 915	53 214	53 515
0	14	52 175	53 479	53 782	54 858	55 168	55 480
0	15	54 093	55 445	55 759	56 874	57 196	57 520
0	16	55 425	56 811	57 133	58 276	58 606	58 938
0	17	56 787	58 207	58 536	59 707	60 045	60 385
0	18	60 094	61 596	61 945	63 184	63 542	63 902

Class	Step	Rates from 2005-11-20 to 2006-03-31 \$	Rates from 2006-04-01 to 2006-11-20 \$	Rates from 2006-11-21 to 2007-03-31 \$	Rates from 2007-04-01 to 2007-11-20 \$	Rates from 2007-11-21 to 2008-03-31 \$	Rates from 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
0	1	34 902	35 600	35 801	36 517	36 725	37 460	38 209
0	2	36 067	36 788	36 996	37 736	37 950	38 709	39 483
0	3	37 316	38 062	38 277	39 043	39 265	40 050	40 851
0	4	38 611	39 383	39 606	40 398	40 629	41 442	42 271
0	5	39 956	40 755	40 986	41 806	42 041	42 882	43 740
0	6	41 344	42 171	42 410	43 258	43 502	44 372	45 259
0	7	42 774	43 629	43 876	44 754	45 006	45 906	46 824
0	8	45 046	45 947	46 207	47 131	47 397	48 345	49 312
0	9	46 656	47 589	47 858	48 815	49 091	50 073	51 074
0	10	48 345	49 312	49 591	50 583	50 870	51 887	52 925
0	11	50 078	51 080	51 369	52 396	52 692	53 746	54 821
0	12	51 910	52 948	53 248	54 313	54 618	55 710	56 824
0	13	53 818	54 894	55 205	56 309	56 629	57 762	58 917
0	14	55 794	56 910	57 232	58 377	58 707	59 881	61 079
0	15	57 846	59 003	59 337	60 524	60 866	62 083	63 325
0	16	59 272	60 457	60 799	62 015	62 364	63 611	64 883
0	17	60 727	61 942	62 293	63 539	63 897	65 175	66 479
0	18	64 264	65 549	65 920	67 238	67 621	68 973	70 352

¹ Since September 30, 2006, the function code for the "Psychoeducator" employment group has been changed to 2150.

2116 Occupational Therapist or Rehabilitation Officer¹ (35 h)

Class	Step	Rates from 2001-11-21 to 2001-12-31 \$	Rates from 2002-01-01 to 2002-11-20 \$	Rates from 2002-11-21 to 2003-03-31 \$	Rates from 2003-04-01 to 2003-11-20 \$	Rates from 2003-11-21 to 2004-11-20 \$	Rates from 2004-11-21 to 2005-11-19 \$
0	1	32 639	33 455	33 644	34 317	34 511	34 706
0	2	33 727	34 570	34 766	35 461	35 662	35 864
0	3	34 896	35 768	35 970	36 689	36 897	37 106
0	4	36 107	37 010	37 219	37 963	38 178	38 394
0	5	37 364	38 298	38 515	39 285	39 507	39 731
0	6	38 662	39 629	39 853	40 650	40 880	41 111
0	7	39 999	40 999	41 231	42 056	42 294	42 533
0	8	42 124	43 177	43 421	44 289	44 540	44 792
0	9	43 629	44 720	44 973	45 872	46 132	46 393
0	10	45 209	46 339	46 601	47 533	47 802	48 073
0	11	46 829	48 000	48 272	49 237	49 516	49 796
0	12	48 541	49 755	50 037	51 038	51 327	51 618
0	13	50 327	51 585	51 877	52 915	53 214	53 515
0	14	52 175	53 479	53 782	54 858	55 168	55 480
0	15	54 093	55 445	55 759	56 874	57 196	57 520
0	16	55 425	56 811	57 133	58 276	58 606	58 938
0	17	56 787	58 207	58 536	59 707	60 045	60 385
0	18	60 094	61 596	61 945	63 184	63 542	63 902

Class	Step	Rates from 2005-11-20 to 2006-03-31 \$	Rates from 2006-04-01 to 2006-11-20 \$	Rates from 2006-11-21 to 2007-03-31 \$	Rates from 2007-04-01 to 2007-11-20 \$	Rates from 2007-11-21 to 2008-03-31 \$	Rates from 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
0	1	34 902	35 600	35 801	36 517	36 725	37 460	38 209
0	2	36 067	36 788	36 996	37 736	37 950	38 709	39 483
0	3	37 316	38 062	38 277	39 043	39 265	40 050	40 851
0	4	38 611	39 383	39 606	40 398	40 629	41 442	42 271
0	5	39 956	40 755	40 986	41 806	42 041	42 882	43 740
0	6	41 344	42 171	42 410	43 258	43 502	44 372	45 259
0	7	42 774	43 629	43 876	44 754	45 006	45 906	46 824
0	8	45 046	45 947	46 207	47 131	47 397	48 345	49 312
0	9	46 656	47 589	47 858	48 815	49 091	50 073	51 074
0	10	48 345	49 312	49 591	50 583	50 870	51 887	52 925
0	11	50 078	51 080	51 369	52 396	52 692	53 746	54 821
0	12	51 910	52 948	53 248	54 313	54 618	55 710	56 824
0	13	53 818	54 894	55 205	56 309	56 629	57 762	58 917
0	14	55 794	56 910	57 232	58 377	58 707	59 881	61 079
0	15	57 846	59 003	59 337	60 524	60 866	62 083	63 325
0	16	59 272	60 457	60 799	62 015	62 364	63 611	64 883
0	17	60 727	61 942	62 293	63 539	63 897	65 175	66 479
0	18	64 264	65 549	65 920	67 238	67 621	68 973	70 352

¹ Since October 30, 2006, the title of the "Rehabilitation Officer" employment group has been changed to "Functional Rehabilitation Officer", code 2151.

2112 Speech Therapist, Audiologist or Speech and Hearing Correction Officer¹ (35 h)

Class	Step	Rates from 2001-11-21 to 2001-12-31 \$	Rates from 2002-01-01 to 2002-11-20 \$	Rates from 2002-11-21 to 2003-03-31 \$	Rates from 2003-04-01 to 2003-11-20 \$	Rates from 2003-11-21 to 2004-11-20 \$	Rates from 2004-11-21 to 2005-11-19 \$
0	1	33 607	34 447	34 457	35 146	35 157	35 168
0	2	34 842	35 713	35 724	36 438	36 449	36 460
0	3	36 135	37 038	37 049	37 790	37 801	37 812
0	4	37 506	38 444	38 456	39 225	39 237	39 249
0	5	38 904	39 877	39 889	40 687	40 699	40 711
0	6	40 345	41 354	41 366	42 193	42 206	42 219
0	7	41 896	42 943	42 956	43 815	43 828	43 841
0	8	44 241	45 347	45 361	46 268	46 282	46 296
0	9	45 929	47 077	47 091	48 033	48 047	48 061
0	10	47 690	48 882	48 897	49 875	49 890	49 905
0	11	49 524	50 762	50 777	51 793	51 809	51 825
0	12	51 423	52 709	52 725	53 780	53 796	53 812
0	13	53 411	54 746	54 762	55 857	55 874	55 891
0	14	55 488	56 875	56 892	58 030	58 047	58 064
0	15	57 678	59 120	59 138	60 321	60 339	60 357
0	16	59 099	60 576	60 594	61 806	61 825	61 844
0	17	60 550	62 064	62 083	63 325	63 344	63 363
0	18	62 066	63 618	63 637	64 910	64 929	64 948

Class	Step	Rates from 2005-11-20 to 2006-03-31 \$	Rates from 2006-04-01 to 2006-11-20 \$	Rates from 2006-11-21 to 2007-03-31 \$	Rates from 2007-04-01 to 2007-11-20 \$	Rates from 2007-11-21 to 2008-03-31 \$	Rates from 2008-04-01 to 2009-03-31 \$	Rates as of 2009-04-01 \$
0	1	35 179	35 883	35 894	36 612	36 622	37 354	38 101
0	2	36 471	37 200	37 211	37 955	37 968	38 727	39 502
0	3	37 823	38 579	38 591	39 363	39 376	40 164	40 967
0	4	39 261	40 046	40 058	40 859	40 870	41 687	42 521
0	5	40 723	41 537	41 549	42 380	42 393	43 241	44 106
0	6	42 232	43 077	43 090	43 952	43 964	44 843	45 740
0	7	43 854	44 731	44 744	45 639	45 653	46 566	47 497
0	8	46 310	47 236	47 250	48 195	48 210	49 174	50 157
0	9	48 075	49 037	49 052	50 033	50 047	51 048	52 069
0	10	49 920	50 918	50 933	51 952	51 967	53 006	54 066
0	11	51 841	52 878	52 894	53 952	53 965	55 044	56 145
0	12	53 828	54 905	54 921	56 019	56 036	57 157	58 300
0	13	55 908	57 026	57 043	58 184	58 202	59 366	60 553
0	14	58 081	59 243	59 261	60 446	60 465	61 674	62 907
0	15	60 375	61 583	61 601	62 833	62 852	64 109	65 391
0	16	61 863	63 100	63 119	64 381	64 400	65 688	67 002
0	17	63 382	64 650	64 669	65 962	65 981	67 301	68 647
0	18	64 967	66 266	66 286	67 612	67 621	68 973	70 352

¹ Since September 30, 2006, the function code of the "Speech and Hearing Correction Officer" employment group has been changed to 2152.